SECURITIES & EXCHANGE COMMISSION EDGAR FILING

CANNABIS SCIENCE, INC.

Form: 10-K

Date Filed: 2015-04-21

Corporate Issuer CIK:	1024626
Symbol:	CBIS
SIC Code:	2834
Fiscal Year End:	12/31

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended **December 31, 2014**

Or

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF TH E SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____to_____

Commission file number 000-28911

CANNABIS SCIENCE, INC.

(Exact name of registrant as specified in its charter)

Nevada	**91-1869677**
(State or Other Jurisdiction of Incorporation of Organization)	(I.R.S. Employer Identification No.)
6946 N Academy Blvd, Suite B #254 **Colorado Springs, CO 80918**	**(888) 889-0888**
(Address of principal executive offices) (ZIP Code)	(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act: **None**

Securities registered pursuant to Section 12(g) of the Act: **Common Stock**

Indicate by check mark whether the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ❑ **No** ☑

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ❑ **No** ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for shorter period that the registrant as required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. **Yes** ☑ No ❑

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). **Yes** ☑ No ❑

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant 's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. Yes ❑ **No** ☑

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ❑ Accelerated filer ❑ Non-accelerated filer ❑ Smaller reporting company ☑

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act) Yes ☐ **No** ☑

As of June 30, 2014, which was the last business day of the registrant's most recent second fiscal quarter, the aggregate market value of the registrant's Common Stock held by non-affiliates of the registrant was $68,775,444 based on the closing sale price of $0.098 per share on that date. For the purposes of the foregoing calculation only, all directors, executive officers, related parties and holders of more than 10% of the issued and outstanding common stock of the registrant have been deemed affiliates.

Number of common shares outstanding at April 17, 2015: 1,185,207,296

Number of common shares outstanding at December 31, 2014: 1,032,123,906

Number of Class A common shares outstanding at April 17, 2014: 0

PART I

ITEM 1. BUSINESS

Forward-looking Statements

This annual report contains forward-looking statements. These statements relate to future events or our future financial performance. In some cases, you can identify forward-looking statements by terminology such as "may", "will", "should", "expects", "plans", "anticipates", "believes", "estimates", "predicts", "potential" or "continue" or the negative of these terms or other comparable terminology. These statements are only predictions and involve known and unknown risks, uncertainties and other factors that may cause our or our industry's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Except as required by applicable laws, including the securities laws of the United States, we do not intend to update any of the forward-looking statements so as to conform these statements to actual results.

As used in this annual report, the terms "we", "us", "our", “the Company”, and "Cannabis Science" mean Cannabis Science, Inc., unless otherwise indicated.

All dollar amounts refer to U.S. dollars unless otherwise indicated.

Overview

Cannabis Science, Inc. (“We” or the “Company”), was incorporated under the laws of the State of Colorado, on February 29, 1996, as Patriot Holdings, Inc. On August 26, 1999, the Company changed its name to National Healthcare Technology, Inc. On June 6, 2007, the Company changed its name from National Healthcare Technology, Inc., to Brighton Oil & Gas, Inc., and converted to a Nevada corporation. On March 25, 2008 the Company changed its name to Gulf Onshore, Inc. On April 6, 2009, the Company changed its name to Cannabis Science, Inc., and obtained a new CUSIP number.

On May 7, 2009 the Company common shares commenced trading under the new stock symbol OTCQB: CBIS.

Cannabis Science, Inc. is at the forefront of medical marijuana research and development. The Company works with world authorities on phytocannabinoid science targeting critical illnesses, and adheres to scientific methodologies to develop, produce, and commercialize phytocannabinoid-based pharmaceutical products. In sum, we are dedicated to the creation of cannabis-based medicines, both with and without psychoactive properties, to treat disease and the symptoms of disease, as well as for general health maintenance.

ITEM 1A. RISK FACTORS

Not applicable.

ITEM 2. PROPERTIES

We currently lease office space at 6946 N Academy Blvd, Suite B #254, Colorado Springs, CO 80918, on a month to month basis.

ITEM 3. LEGAL PROCEEDINGS

As of April 17, 2015, there are not any material pending legal proceedings, other than ordinary routine litigation incidental to our business or those operating under our acquired trade names GGECO University or Cannabis Consulting are a party or of which any of our properties is the subject.

In December 2014, the Company received an inquiry from FINRA regarding various business relationships, activities, and questions regarding the general business of the Company. The Company responded to the majority of questions in January 2015 and is working on other final responses.

In January 2015, the Company received threats of legal action by a former consultant. No subsequent legal action or proceedings have materialized against the Company and management is of the opinion that there is no merit in the action due to non-performance of services by the consultant.

Our management is not aware of any legal proceedings and/or inquiries contemplated by other any governmental authority against us.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Our common stock is not traded on any exchange. Our common stock is quoted on the OTC Bulletin Board, under the trading symbol "CBIS.OB". The market for our stock is highly volatile. We cannot assure you that there will be a market in the future for our common stock. The OTC Bulletin Board securities are not listed and traded on the floor of an organized national or regional stock exchange. Instead, OTC Bulletin Board securities transactions are conducted through a telephone and computer network connecting dealers in stocks. OTC Bulletin Board stocks are traditionally smaller companies that do not meet the financial and other listing requirements of a regional or national stock exchange.

The following table shows the high and low prices of our common shares on the OTC Bulletin Board for each quarter within the two most recent fiscal years. The following quotations reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not necessarily represent actual transactions:

Fiscal Year Ending December 2013	HIGH	LOW
Quarter Ending March 31, 2013	0.12	0.05
Quarter Ending June 30, 2013	0.07	0.03
Quarter Ending September 30, 2013	0.05	0.04
Quarter Ending December 31, 2013	0.05	0.03

Fiscal Year Ending December 2014	HIGH	LOW
Quarter Ending March 31, 2014	0.29	0.06
Quarter Ending June 30, 2014	0.13	0.07
Quarter Ending September 30, 2014	0.09	0.05
Quarter Ending December 31, 2014	0.09	0.04

Holders

As of December 31, 2014, there were 1,204 stockholders of record, including CEDE & Co., which holds shares for the beneficial interest of an unknown number of stockholders in brokerage accounts.

Dividends

The Company declared a dividend to all common stockholders of record as of December 31, 2010, whom are to receive a dividend equivalent to ten percent (10%) of the number of common shares of the Company's stock held on that date in the form of newly issued Series A common shares. For example, if a stockholder held 100,000 common shares on December 31, 2010, that stockholder would receive a dividend of 10,000 Series A common shares. This dividend is on hold and will remain pending until such time as FINRA approves the Company's Series A common stock for trading, it obtains a CUSIP registration number, it receives sponsorship from a brokerage firm, and the shares become tradable through the OTCBB market. The Company retains the right to adjust the shareholder record date should any factor make it impossible for the Company to issue the dividend to shareholders of record on December 31, 2010, including, but not limited to: approval of the Series A common stock and dividend by FINRA, a detailed December 31, 2010 common stockholder lists is available, or other unforeseen obstacles that would prevent the current dividend structure from completing. The Company will not make any share accrual or allowance for this dividend until such time as all regulatory approvals are in place for the Series A common stock to be issued and become a marketable security.

The Company does not anticipate paying cash dividends or making distributions in the foreseeable future.

We currently intend to retain and reinvest future earnings, if any, to finance and expand our operations.

Recent Sales of Unregistered Securities

During the fiscal year ended December 31, 2014, we sold the following shares in an unregistered offering:

On March 8, 2014, the Company issued a private placement offering for 4,000,000 units at $0.25 per unit. Each unit is comprised of one share of common stock and one non-transferable warrant with each one warrant to purchase one share of the Company's common stock at an exercise price of $0.50. The warrants shall expire 2 years from the date of issuance of the warrant certificate (collectively "Offered Units"). Gross proceeds of $1,000,000 under the private placement offering were received by the Company. The weighted-average fair value of warrants and related warrant expense was estimated to be $97,894 for the year ended December 31, 2014 using the Black-Scholes option valuation model.

As set out below, we have issued securities in exchange for services, properties and for debt, using exemptions available under the Securities Act of 1933.

During the year ended December 31, 2014, the Company issued stock pursuant to consulting agreements with several parties as follows:

On January 15, 2014, the Company issued 2,000,000 S-8 registered free trading shares of common stock with a fair market value of $192,400 or $0.0962 per share to each of Dr. Dorothy Bray, CEO, Chad S. Johnson, COO and General Counsel, and Mario Lap, Director for bonuses under prior management agreements.

On January 15, 2014, the Company issued 5,500,000 Rule 144 restricted shares of common stock with a fair market value of $529,100 or $0.0962 per share to each of Dr. Dorothy Bray, CEO, Chad S. Johnson, COO and General Counsel, and Mario Lap, Director for bonuses under prior management agreements.

On January 15, 2014, the Company issued 2,500,000 Rule 144 restricted shares of common stock with a fair market value of $240,500 or $0.0962 per share to Robert Kane, CFO as a bonus under prior management agreement.

On January 21, 2014, the Company issued 1,000,000 S-8 registered free-trading shares and 1,500,000 Rule 144 restricted shares of common stock to a consultant for services under a January 21, 2014 management agreement. The fair market value of the shares was $0.1135 per share or $283,750.

On January 24, 2014, the Company issued 5,000,000 S-8 registered free-trading shares of common stock to a marketing consultant for services under a December 18, 2013 consulting agreement. The fair market value of the shares was $0.0312 per share or $156,000.

On January 26, 2014, the Company issued 100,000 shares of common stock with a fair market value of $14,200 or $0.142 per share to Dr. Richard Ogden, CSO for services for the month of January 2014 pursuant to his February 26, 2012 management agreement for services.

On February 13, 2014, the Company entered into a partnership agreement with Michigan Green Technologies, LLC. Under the agreement, the Company participates in 20% of all net profit of the operating entity. In addition, the Company is working with its partner to active lobbying for the legalization of hemp and cannabis in Michigan which will lead to additional business opportunities for the Company through its partnership.

On February 26, 2014, the Company issued 100,000 shares of common stock with a fair market value of $17,700 or $0.177 per share to Dr. Richard Ogden, CSO for services for the month of February 2014 pursuant to his February 26, 2012 management agreement for services.

On March 26, 2014, the Company issued 100,000 shares of common stock with a fair market value of $18,240 or $0.1824 per share to Dr. Richard Ogden, CSO for services for the month of March 2014 pursuant to his February 26, 2012 management agreement for services.

On March 31, 2014, the Company entered into a Debt Extension Agreement with Intrinsic Venture Corp., to avoid default on approximately $1.8 million in promissory notes due, to extend due dates to March 31, 2015. The Company agreed to issue 5,000,000 rule 144 restricted shares of common stock with a fair market value of $0.1666 per share or $833,000 as consideration for the extensions on the aforementioned promissory notes.

On April 26, 2014, the Company issued 100,000 shares of common stock with a fair market value of $10,200 or $0.102 per share to Dr. Richard Ogden, CSO for services for the month of April 2014 pursuant to his February 26, 2012 management agreement for services.

On April 26, 2014, the Company issued 1,300,000 S-8 registered free-trading shares of common stock with a fair market value of $132,600 or $0.102 per share to a consultant for services under a 6-month consulting agreement.

On April 30, 2014, the Company issued 1,500,000 S-8 registered free-trading shares of common stock with a fair market value of $126,600 or $0.0844 per share to each of Dorothy Bray, Chad S. Johnson, Robert Kane, and Mario Lap directors and officers of the Company for bonuses under prior management agreements.

On May 20, 2014, the Company entered into a one-year Scientific Advisor Consulting Agreement with Robert Melamede, Ph.D. Under the Agreement, Dr. Melamede will be compensated 250,000 Rule 144 restricted common shares with a fair market value of $17,525. In addition, he was paid $25,000 owed for accrued management fees within 30 days. 6,967,085 Rule 144 restricted common shares are to be issued for settlement of $387,696 in accrued management fees and $100,000 in bonuses.

On May 20, 2014, Robert Melamede, Ph.D. resigned as Director, Chairman of the Board of Directors, President, and director and officer positions in the Company's subsidiaries. Dr. Dorothy Bray assumed the role of interim President and was formally appointed as President and Chairperson of the Board of Directors on May 31, 2014.

On May 20, 2014, Bogat Family Trust (Raymond Dabney, Trustee) ("Bogat") and Robert Melamede, Ph.D. (Melamede) entered into a Stock Purchase Agreement whereby Bogat purchased 500,000 Series A preferred shares from Melamede for par value of $0.001 per share, or $500. Upon completion of the transaction, Bogat owned 1,000,000 shares of Series A preferred stock representing all of the issued and outstanding Series A preferred shares giving Bogat approximately 57% cumulative voting control of the Company and 67% cumulative voting control as of August 12, 2014 when the Company filed an Amended Certificate of Designation for Series A preferred stock pursuant to a shareholder resolution signed by Bogat.

On May 26, 2014, the Company issued 100,000 shares of common stock with a fair market value of $8,090 or $0.0809 per share to Dr. Richard Ogden, CSO for services for the month of May 2014 pursuant to his February 26, 2012 management agreement for services.

On June 1, 2014, the Company entered in to a Senior Advisor Agreement with Dr. Roscoe M. Moore Jr. The Company agreed to issue to the consultant the equivalent of $6,000 per month in Rule 144 restricted common stock that are to be issued each quarter. The Company agreed to issue 400,000 Rule 144 restricted shares of common stock within three months of signing the agreement.

On June 25, 2014, the Company issued 1,500,000 shares of common stock with a fair market value of $150,000 or $0.10 per share to Dr. Richard Ogden, CSO for services under a new two-year management agreement. The share issuance also satisfies prior consulting fees owing to Dr. Ogden totalling $14,000 under his prior management agreement.

On June 26, 2014, the Company issued 100,000 shares of common stock with a fair market value of $9,990 or $0.0999 per share to Dr. Richard Ogden, CSO for services for the month of June 2014 pursuant to his February 26, 2012 management agreement for services.

On September 28, 2014, the Company issued 10,000,000 shares of common stock with a fair market value of $470,000 to ImmunoClin Limited for services pursuant to a 1-year laboratory services agreement to work on development of CBN formulations pursuant to the Unistraw JV.

On October 16, 2014, the Company issued 5,000,000 shares of Rule 144 restricted common stock with a fair market value of $235,000 to BHD Holdings pursuant to management agreement.

On October 16, 2014, the Company issued 5,000,000 shares of Rule 144 restricted common stock with a fair market value of $235,000 to Chad S. Johnson, director and COO pursuant to management agreements.

On October 16, 2014, the Company issued 5,000,000 shares of Rule 144 restricted common stock with a fair market value of $235,000 to MLS Lap BV pursuant to management agreement.

On October 16, 2014, the Company issued 5,000,000 shares of Rule 144 restricted common stock with a fair market value of $235,000 to Robert Kane pursuant to management agreement.

On October 16, 2014, the Company issued 3,500,000 shares of S-8 registered free-trading common stock with a fair market value of $164,500 to Dr. Dorothy Bray pursuant to management agreement.

On October 16, 2014, the Company issued 3,500,000 shares of S-8 registered free-trading common stock with a fair market value of $164,500 to Robert Kane pursuant to management agreement.

On October 16, 2014, the Company issued 3,500,000 shares of S-8 registered free-trading common stock with a fair market value of $164,500 to Chad S. Johnson pursuant to management agreement.

On October 16, 2014, the Company issued 3,500,000 shares of S-8 registered free-trading common stock with a fair market value of $164,500 to Mario Lap pursuant to management agreement.

On October 16, 2014, the Company issued 1,000,000 shares of Rule 144 restricted common stock with a fair market value of $47,000 to Greta Gains pursuant to management agreement.

On October 16, 2014, the Company issued 2,500,000 shares of Rule 144 restricted common stock with a fair market value of $117,500 to Dr. Roscoe Moore Jr. pursuant to amended management agreement.

On October 16, 2014, the Company issued 1,000,000 shares of S-8 registered free-trading common stock with a fair market value of $47,000 to Dr. Roscoe Moore Jr. pursuant to settle prior management fees owing.

On October 24, 2014, the Company issued 2,500,000 shares of S-8 registered free-trading common stock with a fair market value of $180,000 to Dr. James Macdonald pursuant to management agreement.

On November 5, 2014, the Company issued 2,500,000 shares of S-8 registered free-trading common stock with a fair market value of $174,750 to Nick Ayling pursuant to management agreement.

On November 5, 2014, the Company issued 15,000,000 shares of Rule 144 restricted common stock with a fair market value of $1,048,500 to Raymond Dabney, President/CEO and director pursuant to management agreement.

On November 5, 2014, the Company issued 15,000,000 shares of Rule 144 restricted common stock with a fair market value of $1,048,500 to BHD Holdings BV pursuant to management agreement.

On November 20, 2014, the Company issued 14,500,000 shares of Rule 144 restricted common stock with a fair market value of $971,500 to Apothecary Genetics Investments, LLC pursuant to addendum to license agreement for services, increased royalties, and acquired land, building and equipment.

On November 20, 2014, the Company issued 11,500,000 shares of S-8 registered free-trading common stock with a fair market value of $770,500 to Bret Bogue pursuant to management agreement and addendum to license agreement with AGI.

On November 23, 2014, the Company issued 5,000,000 shares of Rule 144 restricted common stock with a fair market value of $35,000 to Biodiversity pursuant to consulting agreement.

On November 25, 2014, the Company issued 2,500,000 shares of Rule 144 restricted common stock with a fair market value of $154,500 to KBLH BV pursuant to consulting agreement.

On November 25, 2014, the Company issued 2,500,000 shares of S8 registered free-trading common stock with a fair market value of $154,500 to Khadija Benlhassan pursuant to consulting

agreement.

On December 1, 2014, the Company issued 500,000 shares of S-8 registered free-trading common stock with a fair market value of $29,500 to James Mills pursuant to consulting agreement.

On December 4, 2014, the Company issued 450,000 shares of S-8 registered free-trading common stock with a fair market value of $26,100 to James Mills pursuant to consulting agreement.

On December 5, 2014, the Company issued 5,000,000 shares of S-8 registered free-trading common stock with a fair market value of $313,500 to Amandip Jagpal pursuant to addendum to consulting agreement.

On December 5, 2014, the Company issued 5,000,000 shares of S-8 registered free-trading common stock with a fair market value of $313,500 to Harpreet Hayer pursuant to addendum to consulting agreement.

During the year ended December 31, 2014, the Company issued stock pursuant to debt settlement agreements as follows:

On January 3, 2014, the Company issued 10,000,000 common shares for settlement of $10,000 of stockholder debt, for a loss on settlement of $590,000, assigned from the stockholder notes payable originating on May 17, 2013.

On January 6, 2014, the Company issued 10,000,000 common shares for settlement of $10,000 of stockholder debt, for a loss on settlement of $681,000, assigned from the stockholder notes payable originating on January 30, 2012.

On January 7, 2014, the Company issued 9,500,000 common shares for settlement of $9,500 of stockholder debt, for a loss on settlement of $845,500, assigned from the stockholder notes payable originating on May 17, 2013.

On October 3, 2014, the Company issued 35,000,000 common shares for settlement of $35,000 of stockholder debt, for a loss on settlement of $2,096,500, assigned from the stockholder notes payable originating on April 17, 2012 ($15,000) and April 25, 2012 ($20,000).

On December 18, 2014, the Company issued 20,000,000 common shares for settlement of $35,000 of stockholder debt, for a loss on settlement of $1,128,000, assigned from the stockholder notes payable originating on July 23, 2013.

The aforementioned shares for the settlement of debts were issued without legend under an exemption under Rule 144(b)(1) of the Act. Over six months has passed since the debts accrued on the books of the Company; the Seller is not now, and during the three month period preceding the transaction has not been considered an “affiliate” of the Company. Furthermore, pursuant to Rule 144(d)(1)(i) the Company is, and has been for a period of at least 90 days immediately before the proposed sale, subject to the reporting requirements of section 13 or 15(d) of the Securities and Exchange Act of 1934, and the proposed resale of the Shares in addition to the Company not being considered a shell company under Rule 144(i)(1). All relating shares were issued to settle the debts.

ITEM 6. SELECTED FINANCIAL DATA

Not applicable.

ITEM 7. MANAGEMENTS DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This report contains forward looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. When used in this Form 10-K, the words "anticipate", "estimate", "expect", "project" and similar expressions are intended to identify forward-looking statements. Such statements are subject to certain risks, uncertainties and assumptions including the possibility that the Company's proposed plan of operation will fail to generate projected revenues. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those anticipated, estimated or projected. The Company's actual results could differ materially from those set forth on the forward looking statements as a result of the risks set forth in the Company's filings with the Securities and Exchange Commission, general economic conditions, and changes in the assumptions used in making such forward looking statements.

General

The Company is committed to research and development of cannabis based medicines ("Products") and intends to pursue Independent New Drug certification, possibly under the Orphan Drug Act, for such treatments but faces two significant challenges in accomplishing this business objective, namely financing and government regulation.

The Company is undercapitalized, and will be reliant on outside financing from sales of securities or issuance of debt instruments. Management expects many traditional lenders will be reluctant to provide the Company with capital in light of its financial condition and the nature of its expected business; so that any financing activities will likely be expensive and result in dilution to stockholders of the Company. In this regard, it should be noted that the Asset Acquisition Agreement among Cannex, the Company and K & D Equity Investments, Inc. contains non-dilution provisions that provided additional shares to K & D in the event our shares are sold privately for less than $1.00 per share. The Company can make no representation that financing for its business will be available, regardless of cost.

Furthermore, although cannabis has been used for medicinal purposes for over 5,000 years, there is a significant prejudice against development of smoked cannabis medical products amongst the medical and law enforcement communities. In spite of recent statements by the current administration that indicate a softening of these views, marijuana is still classified as a Class 1 controlled substance. The Company can provide no assurances that it can develop and market its intended product, or how long government approval, if obtained, will take.

Recent Developments

Cannabis Science has added several experts to its scientific advisor board and other offices to enable it to progress towards FDA trials and similar efforts in other countries with its three key drugs under development, namely CS-TATI-1 targeting both newly diagnosed and treatment-experienced patients with drug-resistant HIV strains, as well as those intolerant of currently available therapies, CS-S/BCC-1 targeting basal and squamous cell carcinomas, and a proprietary cannabis-based therapy for neurological conditions that was patented in 2013.

The Company established wholly owned subsidiaries in The Netherlands with an office in Haarlem, The Netherlands, to expand operations in Europe, including to enhance opportunities for studies and governmental approvals on an international basis.

The Company is laying a solid foundation for entrance into the FDA and other government regulatory agencies for developing medicines for cancer, autism, Influenza, PTSD and other ailments.

The Company's goal is the development of governmentally approved pharmaceuticals, including the aforementioned CS-TATI1, CS-S/BCC-1, and proprietary, patented neurological therapy currently under study or development. The Company faces not only the challenges of other business at an early stage of development, but special problems arising from the nature of its own business. Notwithstanding, stockholders and prospective stockholders should recognize that any investment in our Company is risky and speculative, and could result in a total loss.

Results of Operations

Limited Revenues

During the fiscal year ended December 31, 2014 we generated license revenues of $0 and educational and consulting revenue of $1,031 compared to $76,938 in license revenue and $5,606 in educational and consulting revenues for the year ended December 31, 2013. As of December 31, 2014, we had an accumulated deficit of $109,393,306. At this time, our ability to generate any significant revenues continues to be uncertain. There is substantial doubt about our ability to continue as a going concern. Our financial statements do not include any adjustment that might result from the outcome of this uncertainty.

Net Loss

Our net loss increased from $5,934,301 for the fiscal year ended December 31, 2013 to $16,884,764 for the fiscal year ended December 31, 2014 representing an increase of $10,950,463. For the fiscal year ended December 31, 2014, our net loss per share was $0.02, compared to a net loss per share of $0.01 per share for the fiscal year ended December 31, 2013.

Expenses

Total operating expenses increased from $5,753,137 for the fiscal year ended December 31, 2013 to $15,887,336 for the fiscal year ended December 31, 2014 representing an increase of $10,134,199.

Bad debt expense decreased from $143,062 for the fiscal year ended December 31, 2013 resulting from a provision for uncollected license fees to $0 for 2014.

Our professional fees decreased $24,219 to $90,048 for the fiscal year ended December 31, 2014 compared to $114,267 for the fiscal year ended December 31, 2013. This decrease was due to reduced legal services under agreements and other legal associated with increase securities filing activity and business ventures.

The loss on settlement of liabilities increased from $2,305,650 for the year ended December 31, 2013 to $5,357,447 in 2014. This increase was due to increased settlement of liabilities through stock and resulting losses on the settlements. Our general and administrative expenses increased by $6,816,407 from $3,213,496 for the fiscal year ended December 31, 2013 to $10,029,903 for fiscal year ended December 31, 2014. The increase in general and administrative expenses was mainly due to an increase in management and consulting fees relating to stock issued pursuant to agreements with management and consultants of the Company. Other general and administrative expenses consist of advertising, office supplies, transfer agent costs, travel expenses, rent, communication expenses (cellular, internet, fax, and telephone), office maintenance, courier and postage costs and office equipment.

Liquidity and Capital Resources

As of December 31, 2014, our current assets totaled $410,326 which was comprised of $10,061 in cash and cash equivalents, $8,670 in other receivables, $136,469 in accounts receivable-related party, $,97,626 in prepaid expenses, and $157,500 in marketable securities. As of December 31, 2014, we had $971,500 in deposits and total assets of $1,381,826. As of December 31, 2014 we had a working capital deficit of $3,544,953.

Our net loss of $16,884,764 for the year ended December 31, 2014 was mostly funded by private placements of stock and debt financing. We expect to incur substantial losses over the next two years. During the fiscal year ended December 31, 2014 our cash position increased by $9,118.

During the year ended December 31, 2014, we received net cash of $562,548 from financing activities compared to $446,595 for the same period in 2013. We used net cash of $493,276 in operating activities for the fiscal year ended December 31, 2014 compared to $432,467 for the same period in 2013. And we used net cash of $60,154 in investing activities compared for the fiscal year ended December 31, 2014 compared to using net cash of $36,745 for the same period in 2013.

On March 8, 2014, the Company issued a private placement offering for 4,000,000 units at $0.25 per unit. Each unit is comprised of one share of common stock and one non-transferable warrant with each one warrant to purchase one share of the Company's common stock at an exercise price of $0.50. The warrants shall expire 2 years from the date of issuance of the warrant certificate (collectively "Offered Units"). Gross proceeds of $1,000,000 under the private placement offering were received by the Company. The weighted-average fair value of warrants and related warrant expense was estimated to be $97,894 for the year ended December 31, 2014 using the Black-Scholes option valuation model.

On March 31, 2014, the Company entered into a Debt Extension Agreement with Intrinsic Venture Corp. ("IVC"), to avoid default on approximately $1.8 million in promissory notes due, to extend due dates to March 31, 2015. The Company agreed to issue 5,000,000 rule 144 restricted shares of common stock with a fair market value of $0.1666 per share or $833,000 as consideration for the extensions on the aforementioned promissory notes. On July 1 and October 1, 2014, IVC assigned $251,751 and $420,000 in promissory notes to Intrinsic Capital Corp. ("ICC"), respectively. On November 1, 2014, IVC assigned a total of $1,108,896 promissory notes to Embella Holdings Ltd. ("EHL"). As of April 1, 2015, the Company is in default on the promissory notes due and is negotiating with the debtor to extend the due dates and/or settle the debt. IVC, ICC, and EHL are all under common ownership.

The Company is currently not in good short-term financial standing. We anticipate that we may only generate any limited revenues in the near future and we will not have enough positive internal operating cash flow until we can generate substantial revenues, which may take the next two years to fully realize. There is no assurance we will achieve profitable operations. We have historically financed our operations primarily by cash flows generated from the sale of our equity securities and through cash infusions from officers and outside investors in exchange for debt and/or common stock.

Business Development

Our business and product development will follow two parallel paths. We will create cannabis pharmaceuticals with and without psychoactive properties. Both of these lines will have numerous proven health benefits for treating autism, blood pressure, cancer and cancer side effects, along with other illnesses, including for general health maintenance.

We are positioned to pursue the development of phytocannabinoid-based pharmaceutical grade products. The endocannabinoid system normally regulates blood pressure through its capacity to dilate blood vessels and reduce adrenergic stimuli. Additionally, there is a developing body of evidence that shows both the tumor killing properties of endo- and phyto- cannabinoids, and their ability to inhibit metastasis in a variety of cancers.

The Company is working to navigate the regulatory framework for its phytocannabinoid science towards developing cannabis-based therapeutics that will holistically promote health by restoring biochemical balance. By adhering to underlying scientific principles, the Company will manipulate all-pervasive phytocannabinoid processes to target a variety of disparate illnesses.

Cannabis Science is also positioning to explore insights that indicate an intrinsic link between novel cancer and HIV technologies and the cannabinoid system; with the goal of demonstrating that our pharmaceuticals will enhance biochemical markers that are indicative of a successful HIV therapy based on recent paradigm breaking discoveries.

The Company is currently focused on FDA approval of its first medical cannabis product targeted for veterans. Many veterans are already using herbal cannabis to self-medicate to relieve the symptoms of PTSD. Consequently, there is a clear need for standardized, FDA approved, oral cannabis products which can, and should be, provided to veterans and others who can benefit from its use. Medical cannabis has far fewer and milder side effects than most currently prescribed pharmaceutical products do. We are working hard to have one or more products ready for FDA clinical trials as soon as possible.

On February 9, 2012, the Company signed a license agreement with Apothecary to produce several Cannabis Science Brand Formulations for the California medical cannabis market. As well, Apothecary will provide research and development facilities with full circle operations including a California laboratory facility for internal research and development, along with 16 unique genetic strains specifically generated and maintained by a cancer survivor who recognizes the importance of proper growth and breeding in addition to investing $250,000 in research and development in the first 24 months. Apothecary failed to meet several contract provisions including investing $250,000 in R&D, setting up a laboratory facility, and reporting and remitting license fees owing to the Company. On November 20, 2014, the Company signed an amendment to the license agreement. Pursuant to the amendment, the Company is acquiring all property, building, and equipment of Apothecary in exchange for 14,500,000 Rule 144 restricted stock with a fair market value of $971,500. The Company recorded an equivalent deposit for the year ended December 31, 2014 until the acquisition of assets closes, which is anticipated during fiscal 2015 once all assets are identified with supported fair market values and the transfer of land title is completed.

On February 9, 2012, the Company acquired GGECO University, Inc. ("GGECO"), an online video-based medical cannabis education system, offering courses dealing with medical cannabis law, the benefits of medical marijuana, cooking, horticulture, and bud tending. Following the university's name change to Cannabis Science University, the Company hopes to use this platform to educate the general public, patients, and even those who have already been involved in the medical cannabis industry on the medical benefits of cannabis, how it is grown, how to use it safely, and the many applications or ways to administer the medication. In consideration of this agreement, the Company issued 25,000,000 common shares to the principals of GGECO.

On March 21, 2012, the Company acquired Cannabis Consulting Inc. ("CCI Group"), which consists of a group of businesses operated by Robert J. Kane, including: all contracted rights, properties, patents, trademarks, and distribution rights and agreements pertaining to Cannabis Consulting Inc., Robert Kane Partners, Kaneabis Consulting, Kaneabis Fund, Kaneabis Report, and Kaneabis Radio. In conjunction with the acquisitions, Robert Kane was promoted to V.P. of Investor Relations for the Company. Consideration paid for the CCI Group was 1,000,000 common shares with a fair market value of $147,000 issued to the principal, Mr. Robert Kane.

On February 13, 2014, the Company entered into a partnership agreement with Michigan Green Technologies, LLC. Under the agreement, the Company participates in 20% of all net profit of the operating entity. In addition, the Company is working with its partner to active lobbying for the legalization of hemp and cannabis in Michigan which will lead to additional business opportunities for the Company through its partnership.

The Company anticipates having to raise additional capital to fund operations over the next 12 months. To the extent that it is required to raise additional funds to acquire properties, and to cover

costs of operations, the Company intends to do so through additional public or private offerings of debt or equity securities.

As of December 31, 2014, the Company had four directors/executives under management services contracts.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Not applicable.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

CANNABIS SCIENCE, INC.

CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2014

C O N T E N T S

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders
Cannabis Science, Inc.

We have audited the accompanying consolidated balance sheets of Cannabis Science, Inc. and its subsidiaries (the "Company"), as of December 31, 2014 and 2013 and the related consolidated statements of operations and comprehensive income (loss), stockholders' equity (deficit), and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Cannabis Science, Inc. and its subsidiaries as of December 31, 2014 and 2013 and the results of their operations and their cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the consolidated financial statements, the Company has suffered recurring losses from operations since inception and has a working capital deficiency, both of which raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Turner, Stone & Company, L.L.P.

Certified Public Accountants
Dallas, Texas
April 17, 2015

CANNABIS SCIENCE, INC.
CONSOLIDATED BALANCE SHEETS
December 31, 2014 and 2013

	December 31, 2014 $	December 31, 2013 $
ASSETS		
Current Assets		
Cash	10,061	943
Other receivables	8,670	697
Prepaid expenses and deposits	97,626	-
Loans receivable, related party	50,000	76,315
Marketable securities (Note 3)	-	225,000
Total current assets	166,357	302,955
Computer and Equipment, net of accumulated depreciation of $13,716 and $12,200 (Note 9)	-	1,516
Deposits (Note 10)	971,500	-
Equity method investee (Note 11)	243,969	
Goodwill (Note 1)	-	66,274
Intangibles, net of accumulated amortization (Note 12)	-	206,709
TOTAL ASSETS	1,381,826	577,454
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current Liabilities		
Accounts payable	153,094	165,839
Accrued expenses, primarily management fees (Note 5)	1,716,807	1,336,904
Advances from related parties (Note 5)	203,892	191,344
Management bonuses	300,000	300,000
Notes payable to stockholders (Note 6)	1,581,486	2,102,186
Total current liabilities and total liabilities	3,955,279	4,096,273
Stockholders' Deficit		
Series A Preferred stock, $0.001 par value, 1,000,000 shares authorized, 1,000,000 shares issued and outstanding at December 31, 2014 and December 31, 2013	1,000	1,000
Common stock, $.001 par value, 850,000,000 shares authorized, 1,032,123,906 issued and outstanding as of December 31, 2014 and 770,523,906 at December 31, 2013	1,032,124	770,524
Common stock, Class A, $.001 par value, 100,000,000 shares authorized, 0 issued and outstanding as of December 31, 2014 and December 31, 2013	-	-
Prepaid consulting	(4,448,696)	(3,553,296)
Additional paid-in capital	110,256,424	91,771,495
Accumulated deficit	(109,393,306)	(92,508,542)
Cumulative exchange translation	(20,999)	-
Total stockholders' deficit	(2,573,453)	(3,518,819)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	1,381,826	577,454

The accompanying notes are an integral part of these consolidated financial statements.

CANNABIS SCIENCE, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

	2014 $	2013 $
Revenue	1,031	82,544
Operating Expenses		
Professional fees	90,048	114,267
Impairment loss on goodwill	66,274	-
Inventory write-down	-	8,895
Net loss on settlement of liabilities	5,357,447	2,305,650
Depreciation and amortization	208,225	110,829
Research and development	135,439	-
General and administrative	10,029,903	3,213,496
Total operating expenses	15,887,336	5,753,137
Net Operating Profit (Loss)	(15,886,305)	(5,670,593)
Other Income (Expense)		
Interest income, net	-	7
Interest expense, net	(65)	(1,173)
Debt refinancing costs	(833,000)	
Gain on sale of JV assets	-	262,250
Gain on derecognized liabilities	-	37,458
Warrant expense	(97,894)	-
Unrealized gain (loss) on equity investee	(90,000)	-
Unrealized gain (loss) on marketable securities	22,500	(562,250)
Total other income (expense)	(998,459)	(263,708)
Net Loss	(16,884,764)	(5,934,301)
Other Comprehensive Income	-	-
Foreign exchange translation adjustment	(20,999)	-
Total other comprehensive income	(20,999)	-
Net Comprehensive Loss	(16,905,763)	(5,934,301)
Net loss per common share - Basic and diluted	$ (0.02)	$ (0.01)
Weighted average number of common shares outstanding	869,816,372	719,291,753

The accompanying notes are an integral part of these consolidated financial statements.

CANNABIS SCIENCE, INC.

CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY/(DEFICIT)

FOR THE PERIOD FROM December 31, 2012 to December 31, 2014

	Common		Preferred		Additional Paid-in	Prepaid	Accumul
	Shares	Par $	Shares	Par $	Capital $	Consulting	Deficit $
Balance at December 31, 2012	663,790,573	663,791	666,666	667	86,604,888	(2,864,070)	(86,574,
Common stock issued for services	57,900,000	57,900	-	-	2,314,621	(1,362,891)	
Common stock issued for debt	48,000,000	48,000	-	-	2,328,150	-	
Common stock issued for private placement	833,333	833	-	-	24,167	-	
Preferred stock issued for services	-	-	333,334	333	499,669	(500,002)	
Amortization of prepaid consulting	-	-	-	-	-	1,173,667	
Net loss for the period	-	-	-	-	-	-	(5,934,
Balance at December 31, 2013	770,523,906	770,524	1,000,000	1,000	91,771,495	(3,553,296)	(92,508,
Common stock issued for services	151,100,000	151,100	-	-	10,120,035	(4,558,065)	
Common stock issued for settlement of liabilities and debt	87,000,000	87,000	-	-	5,486,000	-	
Common stock issued for debt extension	5,000,000	5,000	-	-	828,000	-	
Common stock issued for private placement	4,000,000	4,000	-	-	996,000	-	
Common stock issued for deposit to acquire assets	14,500,000	14,500	-	-	957,000	-	
Extension of warrant expiry	-	-	-	-	97,894	-	
Amortization of shares issued for services	-	-	-	-	-	3,662,665	
Net loss for the period	-	-	-	-	-	-	(16,884,
Foreign exchange translation	-	-	-	-	-	-	
Balance at December 31, 2014	1,032,123,906	1,032,124	1,000,000	1,000	110,256,424	(4,448,696)	(109,393,

The accompanying notes are an integral part of these consolidated financial statements.

CANNABIS SCIENCE, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED
DECEMBER 31, 2014 AND 2013

	December 31, 2014 $	December 31, 2013 $
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	(16,884,764)	(5,934,301)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	1,516	6,000
Amortization	206,709	104,829
Stock issued for services	9,375,735	2,183,297
Stock issued for debt extension	833,000	-
Gain on joint ventures	-	(262,250)
Loss on equity investee	90,000	-
Gain on marketable securities	(22,500)	562,250
Loss on settlement of liability	16,447	-
Loss on settlement of debt	5,341,000	2,305,650
Loss on disposal of assets	-	8,896
Impairment loss on goodwill	66,274	-
Warrant expense	97,894	-
Foreign exchange translation adjustment	(20,999)	-
Changes in operating assets and liabilities:		
Other receivables	(7,973)	(697)
Prepaid expenses and deposits	(97,626)	110
Accounts payable	755	546,896
Accrued expenses, primarily management fees	511,256	46,853
NET CASH USED IN OPERATING ACTIVITIES	(493,276)	(432,467)
CASH FLOWS FROM INVESTING ACTIVITIES		
Equity investment in Endocan Corporation	(10,154)	-
Repayment from loans receivable, related parties	-	10,663
Advances receivable, related parties	(50,000)	(86,745)
Repayment from advances receivable, related party	-	39,337
CASH FLOWS USED IN INVESTING ACTIVITIES	(60,154)	(36,745)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from advances from officers	12,548	-
Repayments of advances from officers	-	(1,702)
Proceeds from notes payable to stockholders	-	369,000
Repayments of notes payable to stockholders	(450,000)	(155)
Repayments of advances from related parties	-	(18,000)
Proceeds on advances from related parties	-	72,452
Proceeds from sale of common stock	1,000,000	25,000
CASH FLOWS PROVIDED BY FINANCING ACTIVITIES	562,548	446,595
NET INCREASE (DECREASE) IN CASH	9,118	(22,617)
CASH, BEGINNING OF PERIOD	943	23,560
CASH, END OF PERIOD	10,061	943
SUPPLEMENTAL CASH FLOW INFORMATION:		
Common stock issued for services	10,271,135	2,372,521
Common stock issued for settlement of debt	5,573,000	2,376,150
Debt converted into common stock	87,000	46,500
Common stock issued for assets	971,500	-
Common stock issued for debt extension	833,000	-
Preferred stock issued for services	-	500,002
Equity investment in Endocan Corporation	333,969	-
Marketable securities acquired through sale of JVs	-	262,250
Accounts payable paid through note payable, stockholder	13,500	517,992
Accounts payable paid by related parties	-	21,891
Repayments from advances receivable, related party	-	39,337
Loans receivable, related party reduced by debt payment	-	11,964
Advances and accounts receivable, related party reduced by debt payment	-	113,036
Intangibles, CCI allocated to goodwill	-	22,000
Intangibles, CCI allocated to intangibles	-	125,000

The accompanying notes are an integral part of these consolidated financial statements.

CANNABIS SCIENCE, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2014

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization and General Description of Business

Cannabis Science, Inc. ("We" or "the Company"), was incorporated under the laws of the State of Colorado, on February 29, 1996, as Patriot Holdings, Inc. On August 26, 1999, the Company changed its name to National Healthcare Technology, Inc. On June 6, 2007, the Company changed its name from National Healthcare Technology, Inc., to Brighton Oil & Gas, Inc., and converted to a Nevada corporation. On March 25, 2008 the Company changed its name to Gulf Onshore, Inc. On April 6, 2009, the Company changed its name to Cannabis Science, Inc., and obtained a new CUSIP number.

On May 7, 2009 the Company common shares commenced trading under the new stock symbol OTCBB: CBIS.

Cannabis Science, Inc. is at the forefront of medical marijuana research and development. The Company works with world authorities on phytocannabinoid science targeting critical illnesses, and adheres to scientific methodologies to develop, produce, and commercialize phytocannabinoid-based pharmaceutical products. In sum, we are dedicated to the creation of cannabis-based medicines, both with and without psychoactive properties, to treat disease and the symptoms of disease, as well as for general health maintenance. The Company formed two operating subsidiaries Cannabis Science BV and Cannabis Science International Holding BV in The Netherlands on May 10th and May 6th, 2013, respectively, to pursue business opportunities in Europe and worldwide. There are currently minimal operations in the subsidiaries. Agreements and business disclosures are in process.

On November 15, 2013, the Company submitted a patent application N2010968 in Europe entitled "Composition for the Treatment of Neurobehavioral Disorders." The subject of the patent is development of cannabinoid-based formulations to treat a variety of neurobehavioral disorders, such as attention deficit hyperactivity disorder (ADHD), anxiety, and sleep disorders.

On November 20, 2014, the Company signed an amendment to the license agreement with Apothecary Genetics Investments LLC. Pursuant to the amendment, the Company is acquiring all property, building, and equipment of Apothecary. The Company anticipated closing the purchase in fiscal 2015 once all assets are identified with supported fair market values and the transfer of land title is completed.

B. Basis of Presentation

These consolidated financial statements and related notes are presented in accordance with accounting principles generally accepted in the United States, and are expressed in U.S. dollars. The Company's fiscal

year end is December 31.

The operating results of GGECO University, Inc. (“GGECO”), acquired on February 9, 2012, for the period February 10, 2012 through December 31, 2014 were consolidated with the consolidated financial statements of the Company for the year ended December 31, 2014 and 2013. The s-type corporation of GGECO was dissolved in 2012 and all operations combined into the Company’s. An independent valuation firm determined the intangibles acquired in GGECO to be $192,119 consisting of $150,000 for educational materials, $20,000 for the trade name, and $22,119 for the workforce. The total purchase price of $450,132, including acquired net liabilities, audit and valuation costs was recorded. Full impairment of GGECO was recognized and all goodwill was written off at December 31, 2014.

The operating results of Cannabis Consulting, Inc. (“CCI”), acquired on March 21, 2012, for the period March 21, 2012 through December 31, 2012 and January 1, 2013 through December 31, 2013 were consolidated with the consolidated financial statements of the Company. The s-type corporation of CCI was dissolved in 2012 and all operations combined into the Company’s. The Company has allocated $125,000 of the purchase price to intangibles based on an internal valuation in addition to $22,000 of goodwill. Full impairment of CCI was recognized and all goodwill was written off at December 31, 2014.

In 2012, the Company formed Cannabis Science Europe GmbH (“CSE”) to operate joint-venture operations with dupetit Natural Products Ltd. The JV asset was sold to Endocan Corporation (formerly X-Change Corporation) on December 12, 2012. No operations had commenced at the time of sale of the JV asset. For the year ended December 31, 2013, CSE had minimal expenditures in the normal course of winding up the entity subsequent to the disposal of the JV asset. The Company is in the process of dissolving CSE.

On May 6, 2013, the Company formed Cannabis Science International Holdings B.V. and on May 10, 2013, the Company formed Cannabis Science B.V. for the purpose of wholly-owned operating subsidiaries for the Company’s European and world-wide operations. The Company has commenced some operating activities with cultivation in Spain and product development in 2014. Mario Lap, director of the Company and director and officer of Cannabis Science B.V. manages the day-to-day operations through his private companies MLS BV and MJR BV, both Netherlands registered companies.

On August 6, 2014, the Company signed a proposal letter with Michigan Green Technologies, LLC (“MGT”) to acquire an additional 30.1% equity in MGT that would increase the Company’s equity ownership to 50.1%. As consideration for acquiring the additional 30.1% equity, the Company has agreed to issue shares to the principals and shareholders of MGT. Subsequent to the year ended December 31, 2014, the Company agreed to close the transaction with the principals of MGT under the proposal letter on February 20, 2015.

C. Use of Estimates

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Estimates and assumptions are reviewed periodically and the effects of revisions are reflected in the consolidated financial statements in the period they are determined.

D. Basic and Diluted Net Income (Loss) Per Share

Under ASC 260, "Earnings Per Share" ("EPS"), the Company provides for the calculation of basic and diluted earnings per share. Basic EPS includes no dilution and is computed by dividing income or loss available to common shareholders by the weighted average number of common shares outstanding for the period. Diluted EPS reflects the potential dilution of securities that could share in the earnings or losses of the entity. For the years ended December 31, 2014 and 2013, basic and diluted loss per share are the same since the calculation of diluted per share amounts would result in an anti-dilutive calculation.

E. Cash and Cash Equivalents

The Company considers all highly liquid instruments with maturity of three months or less at the time of issuance to be cash equivalents.

F. Long-Lived Assets & Impairment on Oil Lease Investments

Under ASC Topic 360, “Property, Plant, and Equipment”, the Company is required to periodically evaluate the carrying value of long-lived assets to be held and used. ASC Topic 360 requires impairment losses to be recorded on long-lived assets used in operations when indicators of impairment are present and the undiscounted cash flows estimated to be generated by those assets are less than the assets’ carrying amounts. In that event, a loss is recognized based on the amount by which the carrying amount exceeds the fair market value of the long-lived assets. Loss on long-lived assets to be disposed of is determined in a similar manner, except that fair market values are reduced for the cost of disposal.

G. Inventory

Inventories are stated at the lower of cost or market, using the average cost method. Cost includes materials related to the purchase and production of inventories. We regularly review inventory quantities on hand, future purchase commitments with our suppliers, and the estimated utility of our inventory. If our review indicates a reduction in utility below carrying value, we reduce our inventory to a new cost basis through a charge to cost of revenue.

H. Fair Value Measurements

Under ASC Topic 820, Fair Value Measurements and Disclosures, the Company discloses the estimated fair values of financial instruments. The carrying amounts reported in the balance sheet for current assets and current liabilities qualifying as financial instruments are a reasonable estimate of fair value.

In accordance with the reporting requirements of ASC Topic 825, Financial Instruments, the Company calculates the fair value of its assets and liabilities which qualify as financial instruments under this standard and includes this additional information in the notes to the consolidated financial statements when the fair value is different than the carrying value of those financial instruments (see Note 4). The estimated fair value of other current assets and current liabilities approximate their carrying amounts due to the relatively short maturity of these instruments. None of these instruments are held for trading purposes.

I. Goodwill and Intangible Assets

Under ASC Topic 350 “Intangibles-Goodwill and Other”, goodwill is not amortized to expense, but rather that it is assessed or tested for impairment at least annually. Impairment write-downs are charged to results of operations in the period in which the impairment is determined. The Company did not identify any impairment on its outstanding goodwill from its most recent testing, which was performed as of October 1, 2014. If certain events occur which might indicate goodwill has been impaired, the goodwill is tested for impairment when such events occur. Other acquired intangible assets with finite lives, such as customer lists, are required to be amortized over the estimated lives. These intangibles are generally amortized using the straight line method over estimated useful lives of five years. The Company determined full impairment on goodwill and recorded a charge of $66,274 for the year ended December 31, 2014.

The Company tests the carrying value of goodwill and indefinite life intangible assets for impairment at least once a year and more frequently if an event or circumstance indicates the asset may be impaired. An impairment loss is recognized if the amount of the asset’s carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset’s fair value less selling expenses or its value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash inflows (cash generating units).

The Company is adopting ASU update number 2012-02—Intangibles—Goodwill and Other (Topic 350): Testing Indefinite-Lived Intangible Assets for Impairment whereby the Company will first assess qualitative factors to determine whether the existence of events and circumstances indicates that it is more likely than not that an indefinite-lived intangible asset is impaired. If, after assessing the totality of events and circumstances, we conclude that it is not more than likely than not that the indefinite-lived intangible asset is impaired, then we are not required to take further action. If the Company concludes otherwise, then we will determine the fair value of the indefinite-lived intangible asset and perform the required quantitative impairment test by comparing the fair value with the carrying amount.

The Company recorded an impairment loss on goodwill of $66,274 for the year ended December 31, 2014 and recorded no impairment loss for year ended December 31, 2013 that was included in operating expenses and resulting net operating loss.

J. Research and Development Expenses

Under ASC Topic 730 “Research and Development”, costs are expensed as incurred. These expenses include the costs of our proprietary R&D efforts, as well as costs incurred in connection with certain licensing arrangements. Before a compound receives regulatory approval, we record upfront and milestone payments made by us to third parties under licensing arrangements as expense. Upfront payments are recorded when incurred, and milestone payments are recorded when the specific milestone has been achieved. Once a compound receives regulatory approval, any milestone payments will be recorded as Identifiable intangible assets, less accumulated amortization and, unless the asset is determined to have an indefinite life, amortization of the payments will be on a straight-line basis over the remaining agreement term or the expected product life cycle, whichever is shorter. No identifiable intangible assets have been recorded as of December 31, 2014.

K. Income Taxes

Under ASC Topic 740, “Income Taxes”, the Company in required to account for its income taxes through the establishment of a deferred tax asset or liability for the recognition of future deductible or taxable amounts and operating loss and tax credit carry forwards. Deferred tax expense or benefit is recognized as a result of timing differences between the recognition of assets and liabilities for book and tax purposes during the year.

Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Deferred tax assets are recognized for deductible temporary differences and operating loss, and tax credit carry forwards. A valuation allowance is established to reduce that deferred tax asset if it is "more likely than not" that the

related tax benefits will not be realized.

Unfiled Federal Tax Returns

The Company estimates that the amount of penalties, if any, will not have a material effect on the results of operations, cash flows or financial position. No provisions have been made in the financial statements for such penalties, if any.

The Company is working with its accountants to prepare and file overdue federal tax returns for 2008 through 2014, which are anticipated to be completed and filed in fiscal 2015.

L. Marketable Securities

Under ASC Topic 210; Regulation S-X "Marketable Securities", the Company is required to measure all marketable securities at their carrying value while recognizing unrealized gains and losses as of the reporting date.

M. Stock-Based Compensation

Under ASC Topic 718, "Compensation-Stock Compensation", the Company is required to measure all employee share-based payments, including grants of employee stock options, using a fair-value-based method and the recording of such expense in the statements of operations.

N. Revenue Recognition

Revenue is recognized at the time the educational materials or online seminars are provided and billed to the customer and substantially all related obligations of the Company have been performed. License fees and joint-venture profit sharing when evidenced by executed agreements, and other fees are recognized when earned and collection is reasonably assured.

O. Recent Accounting Pronouncements

During the year ended December 31, 2014 and through April 17, 2015, there were several new accounting pronouncements issued by the FASB. Each of these pronouncements, as applicable, has been or will be adopted by the Company. Management does not believe the adoption of any of these accounting pronouncements has had or will have a material impact on the Company's financial statements.

2. GOING CONCERN

The accompanying consolidated financial statements have been prepared in conformity with generally accepted accounting principles, which contemplate the continuation of the Company as a going concern. The Company reported an accumulated deficit of $109,393,306 and had a stockholders' deficit of $2,573,453 at December 31, 2014.

In view of the matters described, there is substantial doubt as to the Company's ability to continue as a going concern without a significant infusion of capital. At December 31, 2014, the Company had insufficient operating revenues and cash flow to meet its financial obligations. There can be no assurance that management will be successful in implementing its plans. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

We anticipate that we will have to raise additional capital to fund operations over the next 12 months. To the extent that we are required to raise additional funds to acquire research and growing facilities, and to cover costs of operations, we intend to do so through additional public or private offerings of debt or equity securities. There are no commitments or arrangements for other offerings in place, no guaranties that any such financings would be forthcoming, or as to the terms of any such financings.

Any future financing may involve substantial dilution to existing investors. We had been relying on our common stock to pay third parties for services which has resulted substantial dilution to existing investors.

3. MARKETABLE SECURITIES

See Note 5 for transaction details on 7,500,000 common shares in the Endocan Corporation (OTC: ENDO). The fair market value of marketable securities held by the Company at December 31, 2014 was $0 (December 31, 2013: $225,000). See Note 11 for accounting of this investment using the equity method pursuant to ASC 323 –Investments – Equity Method and Joint Ventures.

4. FAIR VALUE MEASUREMENTS AND DISCLOSURES

ASC Topic 820, *Fair Value Measurement*, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under ASC Topic 820 are described as follows:

Level 1

Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities that the Company can access at the measurement date.

Level 2

Inputs to the valuation methodology are inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3

Inputs to the valuation methodology are unobservable inputs for the asset of liability.
The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for the Company's liabilities measured at fair value. There have been no changes in the methodologies used at December 31, 2014.

Investment in marketable securities: Trading securities valued at the closing price of Endocan Corporation shares held by the Company at year end.

Intangibles from GGECO and CCI acquisitions: Valued at replacement cost. The replacement cost is determined as the cost of replacing the asset with a modern unit of the near equivalent utility.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date. The following tables set forth by level, within the fair value hierarchy, the Company's liabilities at fair value as of December 31, 2014 and 2013.

	December 31, 2013			
	Level 1	Level 2	Level 3	Total
Investment in trading securities	$ 225,000	$ -	$ -	$ 225,000
Intangibles from acquisitions, GGECO and CCI, net of accumulated amortization	-	-	237,480	237,480
Total assets as of December 31, 2013	$ 225,000	$ -	$ 237,480	$ 462,480

	December 31, 2014			
	Level 1	Level 2	Level 3	Total
Investment in trading securities	$ 157,500	$ -	$ -	$ 157,500
Intangibles from acquisitions GGECO and CCI, net of accumulated amortization	-	-	-	-
Total assets as of December 31, 2014	$ 157,500	$ -	$ -	$ 157,500

5. RELATED PARTY TRANSACTIONS

At December 31, 2014, a total of $191,344 (December 31, 2013: $191,344) in loans payable was due to Bogat Family Trust, Raymond Dabney the Company's Director and President/CEO as trustee.

At December 31, 2014, $12,101 (December 31, 2013: $0) was due to MLS Lap BV, owned by Mario Lap director and director and officer of EU subsidiaries.

At December 31, 2014, $447 (December 31, 2013: $0) was due to Robert Melamede, former CEO.

At December 31, 2014, the Company held 7,500,000 common shares in the Endocan Corporation (formerly X-Change Corporation) (OTCBB: ENDO) ("Endocan") representing approximately 8.6% of the issued and outstanding shares of Endocan, of which 5,000,000 common shares were acquired at a fair market value of $150,000 or $0.03 on December 12, 2012 and 2,500,000 common shares were acquired at a fair market value of $262,250 or $0.1049 per share on February 8, 2013. The 5,000,000 common shares were received as consideration for the sale of its rights and interest in the dupetit Natural Products GmbH joint-venture operating agreement to Endocan under an Asset Purchase Agreement and the 2,500,000 common shares were received as consideration for the sale of its rights and interest in the Maliseet joint-venture operating agreement to Endocan under an Asset Purchase Agreement. The value of the shares at December 31, 2014 was determined to be $0.021 per share or $157,500 with the Company recording an unrealized gain of $22,500 for the year ended December 31, 2014 and an unrealized loss of $562,250 for the year ended December 31, 2013.

On November 5, 2014, the Company transitioned to equity method investee account for the Endocan shares pursuant to ASC 323 recording $247,500 as the fair value of the shares to its equity method investee account. On December 31, 2014, the Company recorded an impairment on the equity method investee account of $90,000 in relation to the shares. Robert Kane, CFO and director of the Company is also the CFO and a director of Endocan. Chad S. Johnson, Esq., COO, general counsel and a director is also a director and general counsel for Endocan. Raymond Dabney, CEO is the controlling shareholder of Endocan Corporation.

For the year ended December 31, 2014, the following related party stock-based compensation was recorded:

Related Party	Position	Amount
Raymond Dabney[1]	CEO	$ 1,091,115
Dr. Dorothy Bray	Former CEO	1,440,970
Dr. Robert Melamede	Former CEO	210,803
Dr. Richard Ogden	CSO	150,337
Robert Kane	CFO	815,350
Chad S. Johnson, Esq.	COO and General Counsel	1,292,600
Mario Lap	Director	1,362,600
		$6,363,775

[1] Including compensation to entities beneficially owned/control by the related parties

On October 29, 2014, the Company closed its trust account with Chae Law and paid all remaining funds in trust totaling $54,778 to Old West Entertainment Corp. as instructed by Raymond Dabney, CEO, as payment of management fees owing to Mr. Dabney.

Raymond Dabney, CEO is a controlling shareholder and Chad S. Johnson, COO/General Legal Counsel of ImmunoClin Corporation (OTC: IMCL), respectively. ImmunoClin performs laboratory services and pharmaceutical development for the Company through its wholly-owned subsidiary ImmunoClin Limited that operates a laboratory at the London Biosciences Centre.

See Note 8 -Equity Transactions for details of stock issuances to director and officers for services.

Mario Lap, a director of the Company and director and officer its European subsidiaries, is conducting various business activities of the Company in Spain under his personal name and/or his personal holding companies MJR BV and MLS Lap BV until such time as the Company is able to establish a Spanish subsidiary to conduct its own business operations and activities, including but not limited to: operating lease for farms, asset purchases, office and equipment, personnel employment and other business and operating activities as may be required from time-to-time. The Company anticipates having the Spanish subsidiary setup in fiscal 2015 at which time Mario Lap under fiduciary duty will transfer all business operating activities, agreements, and assets to the Company.

Notes payable to Intrinsic Venture Corp. totaled $0 and $1,831,969 at December 31, 2014 and 2013, respectively. On July 1, 2014, IVC assigned a total of $251,371 promissory notes payable by the Company to Intrinsic Capital Corp. On October 1, 2014, IVC assigned a total of $420,000 promissory notes payable by the Company to Intrinsic Capital Corp. On November 1, 2014, IVC assigned a total of $1,108,896 promissory notes to Embella Holdings Ltd. Notes payable to Embella Holdings Ltd. totaled $1,108,896 and $0 at December 31, 2014 and 2013, respectively. As of April 1, 2015, the Company is in default on the promissory notes due and is negotiating with the debtor to extend the date.

Notes payable to Intrinsic Capital Corp. totaled $302,088 and $120,217 at December 31, 2014 and 2013, respectively. See Note 6.

Notes payable to Richard Cowan, former director and CFO totaled $150,000 and $0 at December 31, 2014 and 2013, respectively. See Note 6.

On July 25, 2014, Bogat Family Trust, Raymond Dabney trustee, representing a majority of Series A preferred stockholders, signed a resolution to approve an amendment to the certificate of designation preferences and rights for Series A preferred shares. Pursuant to the amendment filed with the Nevada Secretary of State, the voting rights of Series A preferred stockholders was changed from 1,000 votes per share to 67% of the total vote on all shareholder matters. No common stockholders voted on this amendment.

6. NOTES PAYABLE

As of December 31, 2014, a total of $1,581,486 (December 31, 2013: $2,102,186) of notes payable are due to stockholders that are non-interest bearing and are due 12 months from the date of issue and loan origination beginning on July 23, 2014 through March 31, 2015. Promissory notes totaling $72,987 were in default on December 31, 2014. $150,000 in promissory notes is due to Richard Cowan, former director and CFO of the Company. On January 15, 2015, the Company entered into a debt settlement agreement and issued 15,000,000 shares of common stock on April 7, 2015 to settle the debt owed to Cowan. All promissory notes are unsecured.

On March 31, 2014, the Company entered into a Debt Extension Agreement with Intrinsic Venture Corp., to avoid default on approximately $1.8 million in promissory notes due, to extend due dates to March 31, 2015. The Company agreed to issue 5,000,000 Rule 144 restricted shares of common stock with a fair market value of $0.1666 per share or $833,000 as consideration for the extensions on the aforementioned promissory notes. On July 1 and October 1, 2014, IVC assigned $251,751 and $420,000 in promissory notes to Intrinsic Capital Corp. ("ICC"), respectively. On November 1, 2014, IVC assigned a total of $1,108,896 promissory notes to Embella Holdings Ltd. ("EHL"). As of April 1, 2015, the Company is in default on the promissory notes due and is negotiating with the debtor to extend the due dates and/or settle the debt. IVC, ICC, and EHL are all under common ownership.

7. INCOME TAXES

Deferred income taxes are reported using the liability method. Deferred tax assets are recognized for deductible temporary differences and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment. Current year and accumulated deferred tax benefit at the effective Federal income tax rate of 34% is $20,367,959 (in addition to the pre-acquisition annual limitation carry-forward discussed in the following paragraph), and a valuation allowance has been set up for the full amount because of the unlikelihood that the accumulated deferred tax benefit will be realized in the future.

At December 31, 2014 and 2013, the Company had available federal and state net operating loss (NOL) carryforwards amounting to approximately $59,900,000 and $43,000,000, respectively, that are available to offset future federal and state taxable income and that expire in various periods through 2034 for federal tax purposes and 2019 for state tax purposes. No benefit has been recorded for the loss carryforwards, and utilization in future years may be limited under Sections 382 and 383 of the Internal Revenue Code if significant ownership changes have occurred or from future tax legislation changes.

The following table sets forth the significant components of the net deferred tax assets for operations in the US as of December 31, 2014 and 2013.

	2014	2013
Deferred tax assets:		
NOL expense (benefit)	$ (20,367,959)	$ (14,599,039)
Less: valuation allowance	20,367,959	14,599,039
Net deferred tax assets	$ -	$ -

A reconciliation of income tax expense at the statutory federal rate of 34% to income tax expense at the Company's effective tax rate for the years ended December 31, 2014 and 2013 is as follows:

		2014			2013	
Income tax expense (benefit) at statutory federal rate	$	(5,747,959)	34%	$	(2,017,662)	34%
State income taxes						
NOL limitation (Note 3)						
Increase (decrease) in valuation allowance		5,747,959	-34%		2,017,662	-34%
Income tax expense (benefit) at Company's effective tax rate	$	-	0%	$	-	0%

8. EQUITY TRANSACTIONS

The Company is authorized to issue 850,000,000 shares of common stock with a par value of $0.001 per share. These shares have full voting rights. There were 1,032,123,906 and 770,523,906 issued and outstanding as of December 31, 2014 and 2013, respectively.

The Company is also authorized to issue 100,000,000 shares of common stock, Class A with a par value of $0.001 per share. These shares have 10 votes per share. There were 0 issued and outstanding as of December 31, 2014 and 2013.

The Company is also authorized to issue 1,000,000 shares of preferred stock. These shares have full voting rights of 67% on all shareholder matters pursuant to amended certificate of designation filed with the Nevada Secretary of State. There were 1,000,000 issued and outstanding as of December 31, 2014 and 2013.

On February 9, 2012, the Company established a 2012 Equity Compensation Plan that authorizes the Company to issue up to 50,000,000 common shares to staff or consultants for services to or on behalf of the Company. The Company filed a Registration Statement Form S-8 with the U.S. Securities and Exchange Commission on February 14, 2012, file no. 333-179501, to register the shares covered under the plan. As of December 31, 2014, the Company has issued 47,250,000 common shares as compensation under the plan to various executives and consultants of the Company.

On April 28, 2014, the Company filed a Form S-8 (file no. 333-195510) registering 6,500,000 common shares under a 2014 Stock Compensation Plan A. As of December 31, 2014, the Company has issued 6,000,000 common shares as compensation under the plan to various executives and consultants of the Company.

On July 25, 2014, Bogat Family Trust, Raymond Dabney trustee, representing a majority of Series A preferred stockholders, signed a shareholder resolution to approve an amendment to the certificate of designation preferences and rights for Series A preferred shares. Pursuant to the amendment filed with the Nevada Secretary of State, the voting rights of Series A preferred stockholders was changed from 1,000 votes per share to 67% of the total vote on all shareholder matters. No common stockholders voted on this resolution or amendment.

On September 22, 2014, the Company filed a Certificate of Amendment with the Nevada Secretary of State to increase its authorized from 951,000,000 to 1,601,000,000 shares. The number of authorized shares of common stock increased from 850,000,000 to 1,500,000,000.

On October 10, 2014, the Company filed a Form S-8 (file no. 333-199251) registering 6,500,000 common shares under a 2014 Stock Compensation Plan B. As of December 31, 2014, the Company has issued 6,000,000 common shares as compensation under the plan to various executives and consultants of the Company.

On December 5, 2014, the Company filed a Form S-8 (file no. 333-200747) registering 50,000,000 common shares under a 2014 Stock Compensation Plan C. As of December 31, 2014, the Company has issued 39,960,310 common shares as compensation under the plan to various executives and consultants of the Company.

During the year ended December 31, 2014, the Company issued the following common stock:

During the fiscal year ended December 31, 2014, we sold the following shares in an unregistered offering:

On March 8, 2014, the Company issued a private placement offering for 4,000,000 units at $0.25 per unit. Each unit is comprised of one share of common stock and one non-transferable warrant with each one warrant to purchase one share of the Company's common stock at an exercise price of $0.50. The warrants shall expire 2 years from the date of issuance of the warrant certificate (collectively "Offered Units"). Gross proceeds of $1,000,000 under the private placement offering were received by the Company. The weighted-average fair value of warrants and related warrant expense was estimated to be $97,894 for the year ended December 31, 2014 using the Black-Scholes option valuation model.
As set out below, we have issued securities in exchange for services, properties and for debt, using exemptions available under the Securities Act of 1933.

During the year ended December 31, 2014, the Company issued stock pursuant to consulting agreements with several parties as follows:

On January 15, 2014, the Company issued 2,000,000 S-8 registered free trading shares of common stock with a fair market value of $192,400 or $0.0962 per share to each of Dr. Dorothy Bray, CEO, Chad S. Johnson, COO and General Counsel, and Mario Lap, Director for bonuses under prior management agreements.

On January 15, 2014, the Company issued 5,500,000 Rule 144 restricted shares of common stock with a fair market value of $529,100 or $0.0962 per share to each of Dr. Dorothy Bray, CEO, Chad S. Johnson, COO and General Counsel, and Mario Lap, Director for bonuses under prior management agreements.

On January 15, 2014, the Company issued 2,500,000 Rule 144 restricted shares of common stock with a fair market value of $240,500 or $0.0962 per share to Robert Kane, CFO as a bonus under prior management agreement.

On January 21, 2014, the Company issued 1,000,000 S-8 registered free-trading shares and 1,500,000 Rule 144 restricted shares of common stock to a consultant for services under a January 21, 2014 management agreement. The fair market value of the shares was $0.1135 per share or $283,750.

On January 26, 2014, the Company issued 100,000 shares of common stock with a fair market value of $14,200 or $0.142 per share to Dr. Richard Ogden, CSO for services for the month of January 2014 pursuant to his February 26, 2012 management agreement for services.

On February 13, 2014, the Company entered into a partnership agreement with Michigan Green Technologies, LLC. Under the agreement, the Company participates in 20% of all net profit of the operating entity. In addition, the Company is working with its partner to active lobbying for the legalization of hemp and cannabis in Michigan which will lead to additional business opportunities for the Company through its partnership.

On February 26, 2014, the Company issued 100,000 shares of common stock with a fair market value of $17,700 or $0.177 per share to Dr. Richard Ogden, CSO for services for the month of February 2014 pursuant to his February 26, 2012 management agreement for services.

On March 26, 2014, the Company issued 100,000 shares of common stock with a fair market value of $18,240 or $0.1824 per share to Dr. Richard Ogden, CSO for services for the month of March 2014 pursuant to his February 26, 2012 management agreement for services.

On March 31, 2014, the Company entered into a Debt Extension Agreement with Intrinsic Venture Corp., to avoid default on approximately $1.8 million in promissory notes due, to extend due dates to March 31, 2015. The Company agreed to issue 5,000,000 rule 144 restricted shares of common stock with a fair market value of $0.1666 per share or $833,000 as consideration for the extensions on the aforementioned promissory notes.

On April 26, 2014, the Company issued 100,000 shares of common stock with a fair market value of $10,200 or $0.102 per share to Dr. Richard Ogden, CSO for services for the month of April 2014 pursuant to his February 26, 2012 management agreement for services.

On April 26, 2014, the Company issued 1,300,000 S-8 registered free-trading shares of common stock with a fair market value of $125,190 or $0.0963 per share to a consultant for services under a 6-month consulting agreement.

On April 30, 2014, the Company issued 1,500,000 S-8 registered free-trading shares of common stock with a fair market value of $126,600 or $0.0844 per share to each of Dorothy Bray, Chad S. Johnson, Robert Kane, and Mario Lap directors and officers of the Company for bonuses under prior management agreements.

On May 20, 2014, the Company entered into a one-year Scientific Advisor Consulting Agreement with Robert Melamede, Ph.D. Under the Agreement, Dr. Melamede will be compensated 250,000 Rule 144 restricted common shares with a fair market value of $17,525. In addition, he was paid $25,000 owed for accrued management fees within 30 days. 6,967,085 Rule 144 restricted common shares are to be issued for settlement of $387,696 in accrued management fees and $100,000 in bonuses.

On May 20, 2014, Robert Melamede, Ph.D. resigned as Director, Chairman of the Board of Directors, President, and director and officer positions in the Company's subsidiaries. Dr. Dorothy Bray assumed the role of interim President and was formally appointed as President and Chairperson of the Board of Directors on May 31, 2014.

On May 20, 2014, Bogat Family Trust (Raymond Dabney, Trustee) ("Bogat") and Robert Melamede, Ph.D. (Melamede) entered into a Stock Purchase Agreement whereby Bogat purchased 500,000 Series A preferred shares from Melamede for par value of $0.001 per share, or $500. Upon completion of the transaction, Bogat owned 1,000,000 shares of Series A preferred stock representing all of the issued and outstanding Series A preferred shares giving Bogat approximately 57% cumulative voting control of the Company and 67% cumulative voting control as of August 12, 2014 when the Company filed an Amended Certificate of Designation for Series A preferred stock.

On May 26, 2014, the Company issued 100,000 shares of common stock with a fair market value of $8,090 or $0.0809 per share to Dr. Richard Ogden, CSO for services for the month of May 2014 pursuant to his February 26, 2012 management agreement for services.

On June 1, 2014, the Company entered in to a Senior Advisor Agreement with Dr. Roscoe M. Moore Jr. The Company agreed to issue to the consultant the equivalent of $6,000 per month in Rule 144 restricted common stock that are to be issued each quarter. The Company agreed to issue 400,000 Rule 144 restricted shares of common stock within three months of signing the agreement.

On June 25, 2014, the Company issued 1,500,000 shares of common stock with a fair market value of $150,000 or $0.10 per share to Dr. Richard Ogden, CSO for services under a new two-year management agreement. The share issuance also satisfies prior consulting fees owing to Dr. Ogden totalling $14,000 under his prior management agreement.

On June 26, 2014, the Company issued 100,000 shares of common stock with a fair market value of $9,990 or $0.0999 per share to Dr. Richard Ogden, CSO for services for the month of June 2014 pursuant to his February 26, 2012 management agreement for services.

On September 28, 2014, the Company issued 10,000,000 shares of common stock with a fair market value of $470,000 to ImmunoClin Limited for services pursuant to a 1-year laboratory services agreement to work on development of CBN formulations pursuant to the Unistraw JV.

On October 16, 2014, the Company issued 5,000,000 shares of Rule 144 restricted common stock with a fair market value of $235,000 to BHD Holdings pursuant to management agreement.

On October 16, 2014, the Company issued 5,000,000 shares of Rule 144 restricted common stock with a fair market value of $235,000 to Chad S. Johnson, director and COO pursuant to management agreements.

On October 16, 2014, the Company issued 5,000,000 shares of Rule 144 restricted common stock with a fair market value of $235,000 to MLS Lap BV pursuant to management agreement.

On October 16, 2014, the Company issued 5,000,000 shares of Rule 144 restricted common stock with a fair market value of $235,000 to Robert Kane pursuant to management agreement.

On October 16, 2014, the Company issued 3,500,000 shares of S-8 registered free-trading common stock with a fair market value of $164,500 to Dr. Dorothy Bray pursuant to management agreement.

On October 16, 2014, the Company issued 3,500,000 shares of S-8 registered free-trading common stock with a fair market value of $164,500 to Robert Kane pursuant to management agreement.

On October 16, 2014, the Company issued 3,500,000 shares of S-8 registered free-trading common stock with a fair market value of $164,500 to Chad S. Johnson pursuant to management agreement.

On October 16, 2014, the Company issued 3,500,000 shares of S-8 registered free-trading common stock with a fair market value of $164,500 to Mario Lap pursuant to management agreement.

On October 16, 2014, the Company issued 1,000,000 shares of Rule 144 restricted common stock with a fair market value of $47,000 to Greta Gains pursuant to management agreement.

On October 16, 2014, the Company issued 2,500,000 shares of Rule 144 restricted common stock with a fair market value of $117,500 to Dr. Roscoe Moore Jr. pursuant to amended management agreement.

On October 16, 2014, the Company issued 1,000,000 shares of S-8 registered free-trading common stock with a fair market value of $47,000 to Dr. Roscoe Moore Jr. pursuant to settle prior management fees owing.

On October 24, 2014, the Company issued 2,500,000 shares of S-8 registered free-trading common stock with a fair market value of $180,000 to Dr. James Macdonald pursuant to management agreement.

On November 5, 2014, the Company issued 2,500,000 shares of S-8 registered free-trading common stock with a fair market value of $174,750 to Nick Ayling pursuant to management agreement.

On November 5, 2014, the Company issued 15,000,000 shares of Rule 144 restricted common stock with a fair market value of $1,048,500 to Raymond Dabney, President/CEO and director pursuant to management agreement.

On November 20, 2014, the Company issued 14,500,000 shares of Rule 144 restricted common stock with a fair market value of $971,500 to Apothecary Genetics Investments, LLC pursuant to addendum to license agreement for services, increased royalties, and acquired land, building and equipment.

On November 20, 2014, the Company issued 11,500,000 shares of S-8 registered free-trading common stock with a fair market value of $770,500 to Bret Bogue pursuant to management agreement and addendum to license agreement with AGI.

On November 23, 2014, the Company issued 5,000,000 shares of Rule 144 restricted common stock with a fair market value of $35,000 to Biodiversity pursuant to consulting agreement.

On November 25, 2014, the Company issued 2,500,000 shares of Rule 144 restricted common stock with a fair market value of $154,500 to KBLH BV pursuant to consulting agreement.

On November 25, 2014, the Company issued 2,500,000 shares of S8 registered free-trading common stock with a fair market value of $154,500 to Khadija Benlhassan pursuant to consulting agreement.

On December 1, 2014, the Company issued 500,000 shares of S-8 registered free-trading common stock with a fair market value of $29,500 to James Mills pursuant to consulting agreement.

On December 4, 2014, the Company issued 450,000 shares of S-8 registered free-trading common stock with a fair market value of $26,100 to James Mills pursuant to consulting agreement.

On December 5, 2014, the Company issued 5,000,000 shares of S-8 registered free-trading common stock with a fair market value of $313,500 to Amandip Jagpal pursuant to addendum to consulting agreement.

On December 5, 2014, the Company issued 5,000,000 shares of S-8 registered free-trading common stock with a fair market value of $313,500 to Harpreet Hayer pursuant to addendum to consulting agreement.

During the year ended December 31, 2014, the Company issued stock pursuant to debt settlement agreements as follows:

On January 3, 2014, the Company issued 10,000,000 common shares for settlement of $10,000 of stockholder debt, for a loss on settlement of $590,000, assigned from the stockholder notes payable originating on May 17, 2013.

On January 6, 2014, the Company issued 10,000,000 common shares for settlement of $10,000 of stockholder debt, for a loss on settlement of $681,000, assigned from the stockholder notes payable originating on January 30, 2012.

On January 7, 2014, the Company issued 9,500,000 common shares for settlement of $9,500 of stockholder debt, for a loss on settlement of $845,500, assigned from the stockholder notes payable originating on May 17, 2013.

On October 3, 2014, the Company issued 35,000,000 common shares for settlement of $35,000 of stockholder debt, for a loss on settlement of $2,096,500, assigned from the stockholder notes payable originating on April 17, 2012 ($15,000) and April 25, 2012 ($20,000).

On December 18, 2014, the Company issued 20,000,000 common shares for settlement of $20,000 of stockholder debt, for a loss on settlement of $1,128,000, assigned from the stockholder notes payable originating on July 23, 2013.

The aforementioned shares for the settlement of debts were issued without legend under an exemption under Rule 144(b)(1) of the Act. Over six months has passed since the debts accrued on the books of the Company; the Seller is not now, and during the three month period preceding the transaction has not been considered an "affiliate" of the Company. Furthermore, pursuant to Rule 144(d)(1)(i) the Company is, and has been for a period of at least 90 days immediately before the proposed sale, subject to the reporting requirements of section 13 or 15(d) of the Securities and Exchange Act of 1934, and the proposed resale of the Shares in addition to the Company not being considered a shell company under Rule 144(i)(1). All relating shares were issued to settle the debts.

On March 31, 2014, the Company entered into a Debt Extension Agreement with Intrinsic Venture Corp., to avoid default on approximately $1.8 million in promissory notes due, to extend due dates to March 31,

2015. The Company agreed to issue 5,000,000 rule 144 restricted shares of common stock with a fair market value of $0.1666 per share or $833,000 as consideration for the extensions on the aforementioned promissory notes.

Stock Options:

The following options were issued to the Company's V.P of investor relations, CFO and Director for services under a September 16, 2011 agreement:

(i) the option to purchase 100,000 common shares at ten cents ($0.10) per share;

(ii) the option to purchase 100,000 common shares at twenty cents ($0.20) per share;

(iii) the option to purchase 500,000 common shares at thirty five cents ($0.35) per share; and

(iv) the option to purchase 1,000,000 common shares at fifty cents ($0.50) per share.

A summary of the status of the Company's option grants as of December 31, 2014 and the changes during the period then ended is presented below:

	Shares	Weighted-Average Exercise Price
Outstanding December 31, 2013	1,700,000	$ 0.41
Granted	–	–
Exercised	–	–
Expired	–	–
Outstanding December 31, 2014	1,700,000	$ 0.41
Options exercisable at December 31, 2014	1,700,000	$ 0.41

These options do no expire and continuing indefinitely for the duration of existing management agreement and services thereunder with Robert Kane. The weighted average fair value at date of grant for options during year ended December 31, 2014 was estimated using the Black-Scholes option valuation model with the following:

Average expected life in years	2
Average risk-free interest rate	2.00 %
Average volatility	75 %
Dividend yield	0 %

9. EQUIPMENT

	Cost	Accumulated Depreciation	December 31, 2014	Net Book Value December 31, 2013
Equipment	$ 3,000	$ 3,000	$ -	$ -
Laboratory equipment	-	-	-	-
Software	5,000	5,000	-	1,516
Computers	5,716	5,716	-	-
	$ 13,716	$ 13,716	$ -	$ 1,516

All equipment is stated at cost. Maintenance and repairs are charged to expense as incurred and the cost of renewals and betterments are capitalized. Depreciation is computed using the straight-line method over the estimated lives of the related assets, 2 years for computer, 2 years for software, and 5 years for equipment and laboratory equipment.

10. DEPOSITS

On February 9, 2012, the Company signed a license agreement with Apothecary to produce several Cannabis Science Brand Formulations for the California medical cannabis market. As well, Apothecary will provide research and development facilities with full circle operations including a California laboratory facility for internal research and development, along with 16 unique genetic strains specifically generated and maintained by a cancer survivor who recognizes the importance of proper growth and breeding in addition to investing $250,000 in research and development in the first 24 months. Apothecary failed to meet several contract provisions including investing $250,000 in R&D, setting up a laboratory facility, and reporting and remitting license fees owing to the Company. On November 20, 2014, the Company signed an amendment to the license agreement. Pursuant to the amendment, the Company is acquiring all property, building, and equipment of Apothecary in exchange for 14,500,000 Rule 144 restricted stock with a fair market value of $971,500. The Company recorded an equivalent deposit for the year ended December 31, 2014 until the acquisition of assets closes, which is anticipated during fiscal 2015 once all assets are identified with supported fair market values and the transfer of land title is completed.

11. EQUITY METHOD INVESTEE

On November 5, 2014, the Company accounted for its investment and loans in Endocan Corporation using the equity method pursuant to ASC 323 – Investments – Equity Method and Joint Ventures. In accordance with ASC 323, when the Company does not have a controlling financial interest in an entity but exerts significant influence over the entity's operating and financial policies, the Company accounts for its investment in accordance with the equity method of accounting. This generally applies to cases in which the Company owns a voting or economic interest of between 20 and 50 percent.

The accounting using the equity method is in conjunction with appointment of Raymond Dabney as CEO and director of the Company on November 5, 2014, in addition to Mr. Dabney being a controlling shareholder of the Company since September 2009 and a controlling shareholder of Endocan Corporation since June 2013. Therefore, the Company was deemed to have significant influence and control of Endocan Corporation.

On November 5, 2014, the Company recorded $247,500 in marketable securities and $86,469 in loans to Endocan Corporation to its equity method investee account in accordance with ASC 323. An impairment on the equity method investee account of $90,000 was recognized for the year ended December 31, 2014 due to the non-temporary decline in the value of Endocan marketable securities.

12. INTANGIBLE ASSETS

	December 31, 2014	December 31, 2013
Intellectual assets, primarily intellectual property	$ 445,299	$ 445,299
Less accumulated amortization	(445,299)	(238,590)
Total intangible assets, net	$ -	$ 206,709

Intangible assets are stated at fair value on the date of purchase less accumulated amortization. Amortization is computed using the straight-line method over the estimated lives of the related assets (5 years for intellectual assets).

The Company determined impairment and fully amortized all intangibles at December 31, 2014.

13. SUBSEQUENT EVENTS

Subsequent to the year ended December 31, 2014, the following transactions occurred:

On January 1, 2015, the Company effectively issued 5,000,000 Rule 144 restricted shares of common stock with a fair market value of $349,500 to two consultant for services under 2014 agreements.

On January 1, 2015, the Company issued 6,000,000 Rule 144 restricted shares of common stock to Intrinsic Venture Corp. for settlement of $300,000 of accounts payable, for a loss on settlement of $119,400.

On January 1, 2015, the Company issued 5,000,000 Rule 144 restricted shares of common stock with a fair market value of $349,500 to Chad S. Johnson, COO/General Legal Counsel for services under a November 25, 2014 management agreement.

On January 1, 2015, the Company entered into an agreement and issued 545,000 shares of S8 registered free-trading common stock with a fair market value of $29,485 to a consultant for services.

On January 15, 2015, the Company entered into an agreement and issued 15,000,000 shares of Rule 144 restricted common stock with a fair market value of $997,500 to Richard Cowan, former CFO for services.

On January 15, 2015, the Company issued 10,000,000 shares of common stock to an accredited investor at $0.25 under a private placement. Gross proceeds of $250,000 were received by the Company.

On January 15, 2015, the Company issued 15,000,000 shares of Rule 144 restricted common stock with a fair market value of $997,500 for settlement of $150,000 in liabilities for loss on settlement of $847,500.

On January 18, 2015, Mario Lap, the Company's director and director and officer of EU subsidiaries, loaned $4,031 to Cannabis Science BV a wholly-owned subsidiary of the Company.

On January 20, 2015, the Company entered into an agreement and issued 5,000,000 shares of Rule 144 restricted common stock with a fair market and 8,240,310 shares of S8 registered free-trading common stock with a fair market value of to Robert Kane, CFO for services.

On January 29, 2015, the Company paid $120,000 in cash to Old West Entertainment Corp. as instructed by Raymond Dabney, CEO, as payment of management fees owing to Mr. Dabney.

On January 31, 2015, the Company issued 2,726,000 shares of S8 registered common stock with a fair market value of $$158,926 to Dr. Dorothy Bray, former CEO, for services under November 5, 2014 agreement.

On January 31, 2015, the Company issued 2,726,000 shares of S8 registered common stock with a fair market value of $$158,926 to Raymond Dabney, CEO, for services under November 5, 2014 agreement.

On January 31, 2015, the Company issued 4,318,000 shares S8 registered free-trading common stock with a fair market value of $30,000 to Chad S. Johnson, COO/General for services under November 25, 2014 agreement.

On February 20, 2015, the Company issued 30,828,080 common shares for settlement of $30,828 of stockholder debt with Intrinsic Capital Corp., for a loss on settlement of $1,510,576, from the stockholder notes payable originating on July 23, 2013 ($18,328), August 15, 2013 ($1,250), August 30, 2013 ($1,250), and September 9, 2013 ($10,000).

On February 20, the Company entered into an agreement and issued 300,000 shares of Rule 144 restricted common stock with a fair market value of $15,000 to each of four consultants to services in conjunction with the MGT acquisition.

On March 3, 2015, the Company entered into an agreement and issued 7,500,000 shares of S8 registered free-trading common stock and 5,000,000 shares of Rule 144 restricted common stock with a fair market value of $625,000 to John Dalaly, President of MGT for services in conjunction with the MGT acquisition.

On March 16, 2015, the Company entered into an agreement and issued 2,500,000 shares of Rule 144 restricted common stock and 2,500,000 shares of S8 registered common stock with a fair market value of $255,000 to each of two consultants.

On March 16, 2015, the Company entered into an agreement and issued 5,000,000 shares of Rule 144 restricted common stock and 2,500,000 shares of S8 registered common stock with a fair market value of $382,500 to a consultant for services.

On March 16, 2015, the Company entered into an agreement and effectively issued 1,000,000 shares of S8 registered free-trading common stock with a fair market value of $51,000 to a consultant for services.

On March 26, 2015, the Company entered into an agreement and effectively issued 5,000,000 shares of S8 registered free-trading common stock with a fair market value of $222,500 to a consultant for services.

On March 26, 2015, the Company entered into an agreement and effectively issued 3,000,000 shares of S8 registered free-trading common stock with a fair market value of $133,500 to a consultant for services.

On March 26, 2015, the Company entered into an agreement and effectively issued 2,500,000 shares of Rule 144 restricted common stock with a fair market value of $111,250 in addition to 2,500,000 stock options exercisable at $0.04 per share to a consultant for investor relations services.

On March 27, 2015, the Company's CFO, Robert Kane, loaned Michigan Green Technologies LLC $52,500 secured by a non-interest bearing promissory note due within 30 days of MGT liquidating shares in Cannabis Science, Inc. to repay the debt. As of February 20, 2015, the Company closed on its acquisition and now owns a majority 50.1% interest in MGT.

Common shares reconciliation table:

Issued and outstanding as of December 31, 2014…	1,032,123,906
Pending and subsequent event issuances…	153,083,390
Unissued and outstanding as of April 17, 2015…	1,185,207,296

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

There were no disagreements with accountants on accounting and financial disclosure during the relevant period.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) as of December 31, 2009. This evaluation was accomplished under the supervision and with the participation of our chief executive officer / principal executive officer, and chief financial officer / principal financial officer who concluded that our disclosure controls and procedures are not effective to ensure that all material information required to be filed in the annual report on Form 10-K has been made known to them.

Disclosure, controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by in our reports filed under the Securities Exchange Act of 1934, as amended (the "Act") is accumulated and communicated to the issuer's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Based upon an evaluation conducted for the year ended December 31, 2014, our Chief Executive and Chief Financial Officer as of December 31, 2014, and as of the date of this Report, has concluded that as of the end of the periods covered by this report, we have identified the following material weakness of our internal controls:

Reliance upon independent financial reporting consultants for review of critical accounting areas and disclosures and material non-standard transactions.

Failure of management to provide timely information for financial reporting resulting in late filings.

Lack of sufficient accounting staff which results in a lack of segregation of duties necessary for a good system of internal control.

The Company has increased services and related staffing through its business and financial consulting contractor to remedy existing internal control deficiencies.

Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act. Our internal control system was designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes, in accordance with generally accepted accounting principles in the United States of America. Our internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with accounting principles generally accepted in the United States of America, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management of the Company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the Company's assets that could have a material effect on the financial statements.

Because of inherent limitations, a system of internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate due to change in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management conducted an evaluation of the effectiveness of our internal control over financial reporting using the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control—Integrated Framework at December 31, 2014. Based on its evaluation, our management concluded that, as of December 31, 2014, our internal control over financial reporting was not effective because of limited staff and a need for a full-time chief financial officer. A material weakness is a deficiency, or a combination of control deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis.

This annual report does not include an attestation report of the Company's registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to the attestation by the Company's registered public accounting firm pursuant to temporary rules of the SEC that permit the Company to provide only management's report in this annual report.

Changes in Internal Controls over Financial Reporting

We have not yet made any changes in our internal controls over financial reporting that occurred during the period covered by this report on Form 10-K that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS, AND CORPORATE GOVERNANCE

Identification of Directors and Executive Officers of the Company:

As of December 31, 2014, our officers and directors were as follows:

NAME	AGE	OFFICE	SINCE
Raymond C. Dabney	50	CEO and Director	2014
Chad S. Johnson, Esq.	46	Director, COO and General Legal Counsel	2012
Robert Kane	39	CFO and Director	2013
Mario Lap	63	Director	2013
Dr. Richard Ogden	60	CSO	2013

The Directors named above will serve until the next annual meeting of our stockholders. Thereafter, Directors will be elected for one-year terms at the annual stockholders' meeting. Officers will hold their positions at the pleasure of the Board of Directors. There is no arrangement or understanding between the Directors and Officers of the Company and any other person pursuant to which any Director or Officer was or is to be selected as a Director or Officer of the Company.

There are no family relationships between or among any Officer and Director.

On November 5, 2014, Dr. Dorothy Bray resigned as CEO and director of the Company and subsidiaries.

On November 5, 2014, Raymond Dabney was appointed CEO and director of the Company and subsidiaries

Mr. Dabney has been working as a managing consultant with the Company since October 2008. Mr. Dabney will serve as Director and officer until his duly elected successor is appointed or he resigns. There are no arrangements or understandings between Mr. Dabney and any other person pursuant to which he was selected as an officer or director. There are no family relationship between Mr. Dabney and any of our officers or directors. Mr. Dabney has been director and CEO of Crown Baus Capital Corp. (OTC: CBCA) since January 13, 2015 and controlling shareholder of CBCA since February 2014. During the past five years, Mr. Dabney has not held any other directorships in a company with a class of securities registered pursuant to section 12 of the Exchange Act or subject to the requirements of section 15(d) of such Act or any company registered as an investment company under the Investment Company Act of 1940. Mr. Dabney is trustee of Bogat Family Trust a controlling shareholder of the Company since September 2009 and owner of 1,000,000 shares of Series A preferred stock with 67% voting control of the Company.

Mr. Chad S. Johnson, a native Kansan, is a 1989 graduate of Harvard with a concentration in economics and a 1992 graduate of Harvard Law School. After a federal clerkship, Mr. Johnson worked as a financial institutions mergers, acquisitions and regulatory attorney for Skadden Arps Slate Meagher & Flom LLP from 1993 through 2000, taking a leave to work full-time on the Gore/Lieberman campaign and subsequent recount effort. Mr. Johnson served as founder, pro bono general counsel, and/or director for several gay and lesbian civil rights organizations and AIDS charitable organizations during his time at Skadden Arps. He then served as executive director of the national lgbt democrats' organization for two years before pursuing various private entrepreneurial ventures while also serving as chief of staff and general counsel for a premier cosmetic surgery center from 2003 to present. In 2010, Mr. Johnson co-founded and joined the board of directors of the non-profit World AIDS Institute and thereafter the Timothy Ray Brown Foundation of the World AIDS Institute.

Mario Lap has core competencies in IT and Substance Use Consultancy, Drug Policy, Digitalization, Project Management, Communication, Consulting Selling, Consultancy, Process management, Networker, Advise, IT / Internet Experience, Languages, Presentation, Innovation, has previously held the following positions: January 1, 1995 to present Director Drugtext Foundation; March 24, 1992 to present Director, mls lap bv internet health services; January 1, 2012 to present Director RJM bv, holding company; January 1, 2007 Apcare bv Schiphol-Rijk The Netherlands; January 1, 2005 to January 1, 2006 Director Yalado International bv, Online Backup March 2, 1999 to January 1, 2006 Director/founder Calyx Internet bv, Security focussed ISP and IT development company, Amsterdam, the Netherlands; January 1, 1994 to February 7, 2000 Director Calyx Corporation, Internet Service Provider, New York USA; January 1, 1991 to December 31, 1996 Visiting professor at the Rechercheschool, National Educational Institution of the Dutch police (Zutphen, The Netherlands); January 1, 1989 to December 31, 1994 Head of the legal and policy department of the Netherlands Institute for Alcohol and other Drugs, Utrecht The Netherlands); January 1, 1970 to December 31, 1985 Sales department, sales manager and general manager Loe Lap department stores; and January 1, 1994 to present Numerous International publications in Dutch, English, French and German as well Dutch and foreign TV and radio appearances and interviews (such as CNN, BBC, France 2, RTL and Dutch public and commercial TV).

Mr. Robert Kane worked as a registered representative for Stifel Nicolaus & Co. from November 2008 to December 2009. From January 2010 to February 2011, Mr. Kane worked as president of Cannabis Consulting, Inc. Mr. Kane has worked as CFO of Cannabis Science since November 2013 and vice president of investor relations since September 2011.

We have no audit committee. The Company has a compensation committee consisting of two directors, Raymond C. Dabney, CEO and Chad S. Johnson, COO/General Legal Counsel.

Compliance with Section 16(a) of the Exchange Act

Section 16(a) of the Securities Exchange Act of 1934 requires the Company's directors and executive officers, and persons who own more than 10% of a registered class of the Company's equity securities to file with the Securities and Exchange Commission initial reports of ownership and reports of changes in ownership of Common Stock and other equity securities of the Company. Officers, directors and greater than 10% stockholders are required by SEC regulations to furnish the Company with copies of all Section 16(a) forms they file.
Raymond Dabney, CEO and director, Mario Lap, director and director and officer of EU subsidiaries and Robert Kane, CFO and director, Bogat Family Trust, controlling shareholder, and Robert Melamede, former CEO and controlling shareholder did not file required reports under Section 16(a) of the Securities Exchange Act of 1934 during the fiscal year ended December 31, 2014. Mr. Dabney subsequently filed one required report in January 2015. The Company has instructed these parties to file required reports and will take appropriate action, where possible, if the delinquencies continue.

To our knowledge, based solely on its review of the copies of such reports furnished to the Company and written representations that no other reports were required during the fiscal year ended December 31, 2014, all other Section 16(a) filing requirements applicable to its officers, directors and greater than 10% beneficial owners were complied with.

Code of Ethics

Code of Ethics for the Chief Executive Officer, the Principal Financial Officer, and the Chief Operating Officer.

Our Board of Directors has adopted the Code of Ethical and Professional Standards of National Healthcare Technology, Inc. (predecessor to Cannabis Science, Inc.) and Affiliated Entities Code of Business Conduct and Ethics that applies to its officers and employees effective on April 11, 2007. We will provide any person without charge, a copy of our code of ethics, upon receiving a written request in writing addressed to the Company at the Company's address, attention: Secretary.

ITEM 11. EXECUTIVE COMPENSATION

During the year ended December 31, 2014, the Company accrued a total of $6,538,553 in executive and prepaid stock compensation that includes $309,778 paid for management fees and salaries. [1] The table below shows the compensation split:

	Cash /Accrued Compensation $	Stock Issuances $	Total Compensation $
Raymond Dabney	114,778	1,091,115	1,205,893
Dorothy Bray, Ph.D.*	105,000	1,395,970	1,500,970
Chad S. Johnson	45,000	1,247,600	1,292,600
Mario Lap	22,500	1,340,100	1,362,600
Robert Kane	22,500	792,850	815,350
Dr. Richard Ogden	-	150,337	150,337
	309,778	6,017,972	6,538,553

[1] Including amounts paid through officer and director controlled management companies.
*former director and CEO

Employment Agreements

Currently, the Company has management agreements with Raymond C. Dabney, CEO, Chad S. Johnson, COO and General Legal Counsel, Robert Kane, CFO, Dr. Richard Ogden, CSO, Mario Lap, Director and director and office of European subsidiaries, and Bogat Family Trust, Raymond C. Dabney, trustee.

Compensation of Directors

Directors are entitled to reimbursement for reasonable travel and other out-of-pocket expenses incurred in connection with attendance at meeting of the Board of Directors.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATES STOCKHOLDER MATTERS

The following tabulates holdings of shares of the Company by each person who, subject to the above, at the date of this Report, holds of record or is known by Management to own beneficially more than five percent (5%) of our common stock and, in addition, by all of our directors and officers individually and as a group.

NAME AND ADDRESS	NUMBER OF SHARES OWNED BENEFICIALLY	PERCENT OF SHARES OWNED
Raymond C. Dabney 900 – 555 Burrard St. Vancouver, BC V7X 1M8 Canada	74,649,333	6.3%
Bogat Family Trust (1) Suite 530-650 41st Ave W Vancouver, BC V5Z 2M9 Canada	46,923,333	4.0%
Pacific One Financial Services Limited (1) 369 Queen Street. Level 4, Auckland Central, Auckland, 1010, NZ	5,000,000	0.4%
Chad S. Johnson (2) 6946 N Academy Blvd Suite B #254 Colorado Springs, CO 80918	15,818,000	1.3%
Dr. Dorothy Bray (3) Rowlandson House 289-293 Ballards Lane London, UK N12 8NP	29,554,452	2.5%
Dr. Robert Melamede (3) 16 Lake Forrest Dr. Burlington, VT 05401	25,340,333	2.1%

Robert Kane [2] 6946 N Academy Blvd Suite B #254 Colorado Springs, CO 80918	18,240,310	1.5%
Mario Lap [2] Koninginneweg 189 1075 CP Amsterdam, The Netherlands	15,000,000	0.7%
Dr. Richard Ogden [2] 6946 N Academy Blvd Suite B #254 Colorado Springs, CO 80918	3,600,000	0.3%
ALL DIRECTORS AND EXECUTIVE OFFICERS	182,202,428	15.4%*

*Based on 1,185,207,296 issued and outstanding common stock as of April 17, 2015.

[1] Raymond Dabney, CEO and director, is trustee of Bogat Family Trust, a British Columbia family trust and 67% voting control shareholder of the Company. Mr. Dabney owns 80.1% of Pacific One Financial Services Limited, a New Zealand company.

[2] Officer and Director.

[3] Former Officer and Director.

Changes in Control

There are no arrangements known by us, including any pledge by any person of securities of the Company, the operation of which may at a subsequent date result in a change of control of the Company.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

During the year the following transactions occurred between the Company and certain related parties:

At December 31, 2014, a total of $191,344 (December 31, 2013: $191,344) was due to Bogat Family Trust ("Bogat"), Raymond Dabney the Company's CEO and director as trustee. $447 (December 31, 2013: $0) officer advance was due to the Company's former President, Robert Melamede. $12,201 is due to MLS Lap BV owned by Mario Lap a Company director and director and officer of EU subsidiaries. The amounts due are non-interest bearing, unsecured and have no specified terms of repayment.

Dr. Melamede, former CEO, also performs management services to the Company under Management Consulting Agreements signed on February 9, 2012, January 1, 2013, and May 20, 2014. For the year ended December 31, 2014, $210,803 was expensed for services under the Agreements.

Bogat Family Trust, Raymond Dabney trustee, and Raymond Dabney, CEO perform management services to the Company under Management Agreements signed on January 1, 2013 and February 9, 2012, respectively. Mr. Dabney signed a new 5-year Management Agreement on November 5, 2014 in conjunction with his appointment as CEO and director. For the year ended December 31, 2014, $1,205,893 was expensed for services under the Agreements.

Former CEO and director Dorothy Bray, Ph.D. signed a new consulting agreement on November 5, 2014 to continue providing scientific consulting services to the Company.

Raymond Dabney, CEO has been a controlling shareholder of ImmunoClin Corporation (OTC: IMCL) through beneficial ownership in Castor Management Services, Inc. since April 5, 2013 and subsequently acquiring director ownership on January 14, 2015. Chad S. Johnson has been a director and COO/General Legal Counsel of IMCL since November 8, 2013. Dorothy Bray, former CEO and director of the Company has been CEO and director of IMCL since December 13, 2013. ImmunoClin performs laboratory services and pharmaceutical development for the Company through its wholly-owned subsidiary ImmunoClin Limited that operates a laboratory at the London Biosciences Centre in London, UK.

Mario Lap, a director of the Company and director and officer its European subsidiaries, is conducting various business activities of the Company in Spain under his personal name and/or his personal holding companies MJR BV and MLS Lap BV until such time as the Company is able to establish a Spanish subsidiary to conduct its own business operations and activities, including but not limited to: operating lease for farms, asset purchases, office and equipment, personnel employment and other business and operating activities as may be required from time-to-time. The Company anticipates having the Spanish subsidiary setup in fiscal 2015 at which time Mario Lap under fiduciary duty will transfer all business operating activities, agreements, and assets to the Company.

On January 18, 2015, Mario Lap, the Company's director and director and officer of EU subsidiaries, loaned $4,031 to Cannabis Science BV a wholly-owned subsidiary of the Company.

On March 27, 2015, the Company's CFO, Robert Kane, loaned Michigan Green Technologies LLC $52,500 secured by a non-interest bearing promissory note due within 30 days of MGT liquidating shares in Cannabis Science, Inc. to repay the debt. As of February 20, 2015, the Company closed on its acquisition and now owns a majority 50.1% interest in MGT.

The Company does not have any independent directors.

See Notes 5 and 7 of the Financial Statements for related party transaction details.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

(1) AUDIT FEES
The aggregate fees billed for professional services by our auditors, for the audit of the registrant's annual financial statements and review of the financial statements included in the registrant's Form 10-K or services that are normally provided by the accountant in connection with statutory and regulatory filings or engagements for fiscal year 2014 was $26,000 and in 2013 was $25,000.

(2) AUDIT-RELATED FEES
The aggregate fees billed for professional services by our auditor include amounts paid for the review of the unaudited financial statements included in the registrant's Form 10-Q were approximately $35,000.

(3) TAX FEES
NONE

(4) ALL OTHER FEES
NONE

(5) AUDIT COMMITTEE POLICIES AND PROCEDURES
Audit Committee Financial Expert

The Securities and Exchange Commission has adopted rules implementing Section 407 of the Sarbanes-Oxley Act of 2002 requiring public companies to disclose information about "audit committee financial experts." As of the date of this Annual report, we do not have a standing Audit Committee**.** The functions of the Audit Committee are currently assumed by our Board of Directors. Additionally, we do not have a member of our Board of Directors that qualifies as an "audit committee financial expert." For that reason, we do not have an audit committee financial expert.

(6) If greater than 50 percent, disclose the percentage of hours expended on the principal accountant's engagement to audit the registrant's financial statements for the most recent fiscal year that were attributed to work performed by persons other than the principal accountant's full-time, permanent employees.

Not applicable.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

The following documents are filed as part of this Form 10-K:

(1) Financial Statements: Consolidated Balance Sheets, Consolidated Statements of Operations, Statement of Stockholders' Equity (Deficit), Consolidated Statements of Cash Flows, and Notes to Consolidated Financial Statements.

(2) Financial Statement Schedules

Financial statement schedules are omitted because they are not required or are not applicable, or the required information is provided in the consolidated financial statements or notes described in Item 15(1) or Item 15(3).

(3) Exhibits

The exhibits listed in the Exhibit Index are incorporated herein by reference and/or are filed as part of this Form 10-K.

Exhibit No.	Document Description	Filed Herewith
10.1	Amendment to License Agreement	X
10.2	Management Agreement Amendment	X
10.3	Consulting Agreement	X
10.4	Management Agreement	X
10.5	Management Agreement	X
10.6	Management Agreement	X
10.7	Management Agreement	X
10.8	Management Agreement	X
10.9	Management Agreement	X
10.10	Debt Settlement Agreement	X
10.11	Independent Consulting Agreement	X
10.12	Management Agreement	X
10.13	Management Agreement	X
10.14	Settlement Agreement	X
10.15	Management Agreement	X
10.16	Management Agreement	X
10.17	Debt Settlement Agreement	X
10.18	Consulting Agreement	X
10.19	Consulting Agreement	X
10.20	Consulting Agreement	X
10.21	Consulting Agreement	X
10.22	Consulting Agreement	X
10.23	Consulting Agreement	X
10.24	Consulting Agreement	X
10.25	Consulting Agreement	X
10.26	Consulting Agreement	X
10.27	Consulting Agreement	X
10.28	Consulting Agreement	X
31.1	Certification by Raymond C. Dabney, Chief Executive Officer, as required under Section 302 of Sarbanes-Oxley Act of 2002.	X
31.2	Certification by Robert Kane, Chief Financial Officer, as required under Section 302 of Sarbanes-Oxley Act of 2002.	X
32.1	Certification as required under Section 906 of Sarbanes-Oxley Act of 2002.	X
32.2	Certification as required under Section 906 of Sarbanes-Oxley Act of 2002.	X
EX-101.INS	XBRL Instance Document	X
EX-101.SCH	XBRL Taxonomy Extension Schema	X
EX-101.CAL	XBRL Taxonomy Extension Calculation Linkbase	X
EX-101.LAB	XBRL Taxonomy Extension Label Linkbase	X
EX-101.PRE	XBRL Taxonomy Extension Presentation Linkbase	X
EX-101.DEF	XBRL Taxonomy Extension Definition Linkbase	X

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Cannabis Science, Inc.

By: */s/ Raymond C. Dabney*
Raymond C. Dabney, Chief Executive Officer, Director

Date: April 21, 2015

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date

/ s/ Raymond C. Dabney Raymond C. Dabney	Chief Executive Officer and Director	April 21, 2015
/ s/ Robert Kane Robert Kane	Chief Financial Officer and Director	April 21, 2015

AMENDMENT TO FEBRUARY 9, 2012 LICENSE AGREEMENT
(hereinafter the "Agreement")

BETWEEN:

CANNABIS SCIENCE, INC., a Corporation duly incorporated pursuant to the laws of the State of Nevada and having an office at 6946 N Academy Blvd, Suite B #254, Colorado Springs, CO 80918

("**Licensor**" or "**Cannabis Science**")

AND:

APOTHECARY GENETICS INVESMENTS LLC, Apothecary Genetics, Investments, LLC, a Company address is 2320 Via Puerta, Unit D, Laguna Woods, CA 92637

("**Licensee**" or "**Apothecary**")

WHEREAS:

(A) Cannabis Science and Apothecary previously entered into a License Agreement on February 9, 2012 (the " **License Agreement**") and attached hereto as a true and correct copy as Appendix "A";

(B) Cannabis Science and Apothecary wish to amend the License Agreement and terms therein to include: terms, investments, assets, revenue sharing, and ownership interest of the parties for their mutual benefit under this Agreement;

(C) The parties wish to clarify rights and interest under the License Agreement pursuant to this Agreement and any reference to the License Agreement and this Agreement shall hereinafter be considered one and the same (hereinafter referred to as the "Agreements").

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the License Agreement with terms and conditions as follows:

1. CONSIDERATION

1.1 Cannabis Science shall issue to Apothecary or its assignee Fourteen Million Five Hundred Thousand (14,500,000) shares of Rule 144 restricted common stock in Cannabis Science; and

1.2 Cannabis Science shall fund Apothecary and/or its assignees a minimum of $150,000.00 up to $300,000.00 in working capital (the "Working Capital") either in cash or the equivalent value in free-trading S-8 registered shares of common stock per calendar quarter commencing in the fourth quarter ending December 31, 2014. The Apothecary operating budget and all disbursements from the Working Capital, including payroll and management fees, shall be pre-approved by Cannabis Science President and CEO Raymond Dabney or his designee.

Sections 1.1 and 1.2 (hereinafter referred to as the "Fees") as consideration for the acceptance of terms of this Agreement and services rendered for projects as described in "Appendix A.".

1.2 The parties agree that no other fees, expenses, or other monies are owed between the parties, including principals thereof, and Cannabis Science waives prior Royalties owed under Section 4.1(i) of this Agreement.

1.3 Management and principals of Apothecary shall only be entitled to management fees and salaries as those mutually agreed to and approved by the parties. No increase in management fees and salaries shall be made by Apothecary without prior review and written approval by the Board of Directors of Cannabis Science.

2. ASSETS

2.1 Cannabis Science shall own 100% of all the assets previously held by Apothecary and/or derived from this Agreement or New Business, including but not limited to the following:

(i) Cannabis Science shall be the sole free and clear title owner of the first northern California Property. Cannabis Science shall pay all costs associated with title transfer into its name;

(ii) A newly acquired northern California property that shall be under the sole ownership of Cannabis Science, Inc. The acquisition of the new property shall be paid by Apothecary and/or its principal, Bret Bogue, on behalf of the Licensor; and

(iii) All extraction, cultivation, packaging, and other equipment or supplies.

2.1(i) through (iii) including all assets listed in Appendix "B" hereinto this Agreement hereinafter collectively referred to as the ("Assets").

2.2 Cannabis Science may at its sole discretion and at any time during the term of this Agreement or at any time thereafter place or assign the Assets into such existing or newly formed entities for legal, corporate, and/or tax structuring purposes.

3. ASSIGNMENT

3.1 No party shall assign its rights and interest under the Agreements, or ownership of assets without prior written consent of the other party.

4. ROYALTY & LICENCING FEES, RIGHTS, AND INTEREST

4.1 Apothecary shall pay Licensing Fees & Royalties to Cannabis Science and/or its Assignees based on all net operating revenues, receipts, monies, or other income, after deducting and paying all operating costs, taxes, administration, professional and other fees, or other costs of business (the "Net Operating Profits"), received under the License Agreement for the marketing, manufacturing, production, sale or distribution of the Products, and/or any products defined under the License Agreement or in Appendix "A" herein according to the following:

(i) Cannabis Science and/or its Assignees shall be entitled to Licensing Fees & Royalties equal to Seventy-Five percent (75%) of all Net Operating Profits. Cannabis Science may assign its assets, Royalties or License Fees to an affiliate, subsidiary or under any legal structure at its sole discretion and in order to meet local, state, or federal law; and

(ii) Apothecary shall be entitled to twenty-five percent (25%) of all Net Operating Profits.

4.2 Cannabis Science shall approve any investment for operating cash shortfalls.

4.3 Cannabis Science shall have the sole ownership, rights and interest in all assets, property and facilities, or products for all mutual business, new business ventures, and opportunities under the License Agreement (Appendix "B") and pursuant to Section 2.1.

4.4 Cannabis Science shall be entitled to financial oversight of all accounting, banking, and financial transactions in Apothecary in regards to this Agreement.

5. TOTAL INVESTMENT, INCREASED INVESTMENT

5.1 Cannabis Science shall approve financing for any new projects including operations, facilities, manufacturing, production, marketing, distribution, administration, professionals, and any and all other expenses to conduct the mutual business under the Agreements.

6. NEW BUSINESS VENTURES AND OPPORTUNITIES, RIGHT OF REFUSAL; COMMUNICATIONS

6.1 The parties agree to enter into new business ventures and opportunities (the "New Business") as directed and instructed by Cannabis Science on a quarterly basis as detailed hereto in Appendix "B" on a Licensing Fees & Royalties on a 75/25 basis pursuant to this Agreement.

6.2 Cannabis Science shall have a right of first refusal on any New Business proposed by Apothecary. Should Cannabis Science refuse in writing to pursue and enter into any New Business under the Agreements then Apothecary shall be entitled to pursue that New Business for its own sole business risk and reward including full entitlement to all net operating profit therefrom, excluding all

other existing business and New Business entered into by the parties under the Agreements.

6.3 Apothecary and its principals and employees shall not engage in communications about any of the existing or new business or any New Business or about Cannabis Science or its officers, directors, consultants or employees without the prior written consent of Cannabis Science CEO and President Raymond Dabney.

7. TRIGGERING EVENTS

On the happening of any of the following events (Triggering Events) with respect to a Company, the surviving Company party to this Agreement shall have the option to (i) dissolve and liquidate the License Agreement Assets or (ii) purchase all of the Company's Interest in the License Agreement Assets of such Company (Selling Company) for the positive balance, if any, of such Company's proportionate License Agreement 50/50 ownership rights:

(a) the bankruptcy of a Company;

(b) the winding up and dissolution of a corporate Company, or merger or other corporate reorganization of a Company as a result of which the Company does not survive as an entity;

(c) the withdrawal of a Company; or

(d) the occurrence of any other event that is, or that would cause, a Transfer in contravention of this Agreement.

Each Company agrees to promptly give Notice of a Triggering Event to the other Company. The option described above may be exercised within 180 days following the other Company's receipt of the Notice of the Triggering Event. In the event the other Company does not elect to purchase the interest of the Selling Company, the Selling Company shall dispose of is proportionate share of the License Agreement Assets to any other party.

8. TERM OF THE LICENSING AGREEMENT OPERATING AGREEMENT

8.1 The License Agreement will continue indefinitely until terminated by written mutual consent of the Companies.

9. BUSINESS REPRESENTATIONS

Each Company hereby represents and warrants to, and agrees with, the other Company as follows:

9.1 Business Intent. The Companies are investing in this License Agreement Operating Agreement solely for furthering their respective businesses and not with a view to or for sale in connection with any distribution of all or any part of the License Agreement Interest.

9.2 Economic Risk. The Companies are financially able to bear their own economic risk of this investment in the License Agreement, including the total loss thereof.

9.3 Non-disclosure. The Companies shall have non-disclosure agreements signed by all employees or other parties to whom information is to be disseminated regarding License Agreement Assets or other information that is deemed critical and of value to the License Agreement. All non-disclosure agreements must be signed prior to disseminating such information.

10. GENERAL AND IN FORCE AND EFFECT PROVISIONS

10.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. These counterparts may be electronic.

10.2 Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

10.3 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their heirs, personal representatives, and permitted and assigns.

10.4 Pronouns; Statutory References. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. Any reference to the Code, the Regulations, the Act, Nevada Revised Statutes, or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

10.5 Further Assurances. The parties to this Agreement shall promptly execute and deliver any and all additional documents, instruments, notices,' and other assurances, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under this Agreement and to carry out the intent of the parties.

10.6 No Limitation of Companies' Businesses. Except as provided in this Agreement, as amended, no provision of this Agreement shall be construed to limit in any manner the Companies in the carrying on of their own respective businesses or activities.

10.7 Absence of Agency. Except as provided in this Agreement, no provision of this Agreement shall be construed to constitute a Company, in the Company's capacity as such, the agent of any other Company.

10.8 Authority and Capacity of Parties. Each Company represents and warrants to the other Company that the Company has the capacity and authority to enter into this Agreement.

10.9 Headings. The Section, and paragraph titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

10.10 Amendment. This Agreement may be altered, amended, or repealed only by written agreement signed by both of the Companies.

10.11 Time of the Essence. Time is of the essence of every provision of this Agreement that specifies a time for performance.

10.12 Benefit of the Parties. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless mutually agreed by both Parties.

10.13 Interpretation. In the event of any claim is made by any Company relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this. Agreement was prepared by, or at the request of, a particular Company or its counsel.

IN WITNESS WHEREOF this AMENDMENT TO FEBRUARY 9, 2012 LICENSE AGREEMENT has been executed and delivered by the parties on the 20th day of November 2014.

SIGNED, SEALED AND DELIVERED BY **CANNABIS SCIENCE, INC.**

Per: /s/ *Raymond C. Dabney*
Raymond C. Dabney, CEO Co-Founder

Per: /s/ *Chad S. Johnson*
Chad S. Johnson, Esq., COO General Counsel

SIGNED, SEALED AND DELIVERED BY **APOTHECARY GENETICS INVESMENTS, LLC.**

Per: /s/ *Bret Bogue*
Bret Bogue, President

APPENDIX "A"

LICENSE AGREEMENT

BETWEEN

CANNABIS SCIENCE, INC.

AND

APOTHECARY GENETICS INVESTMENTS, LLC.

DATED FEBRUARY 9, 2012

APPENDIX "B"

ASSETS

(including any Existing and New Business)

All items listed below will be owned solely by Cannabis Science and/or its Assignees, the items listed are defined as either existing already or will be acquired through further investment and budgeted quarterly working capital as per the explicit directions and instructions of Cannabis Science:

ASSETS, including but not limited to:

1. **Land**
2. **Grows and harvested crops**
    a. **CA production**
    b. **CA production**
3. **Extract machinery and business operations**
    a. **Once Co2 Extract machine**
4. **Buildings**
5. **Tools and equipment**
6. **Inventories:**
    a. **Cannabis or hemp**
    b. **Extracts**
    c. **Packaged Goods**
    d. **Plant and plant by-products: 16 strains to be later defined**

ASSETS TO BE ACQUIRED THROUGH FURTHER INVESTMENT AND WORKING CAPITAL:

1. **Non-profit medical marijuana collectives (dispensaries)**
    a. **Collective to be developed (location to be later define) and run under the Cannabis Science Brand or as specified by Cannabis Science.**
2. **Other for-profit business opportunities**
3. **Treatment Centers**
4. **Drug Development Programs**
5. **Media**
6. **Retail Seed Business**
7. **Laboratories and equipment**
8. **Inventories:**
    a. **Cannabis or hemp Seeds**
    b. **Extracts**
    c. **Packaged Goods**

Initials _____ _____ _____

AMENDMENT TO MANAGEMENT AGREEMENT DATED FEBRUARY 9, 2012
BETWEEN CANNABIS SCIENCE, INC. AND BRET BOGUE
(THE "AMENDMENT")

This Amendment to the February 9, 2012 Management Agreement ("Management Agreement") entered into on behalf of the parties identified as Cannabis Science, Inc. and Bret Bogue, and made effective as of November 20, 2014 (the "**Effective Date**") by and through the following parties:

BETWEEN:

CANNABIS SCIENCE, INC., a Corporation duly incorporated pursuant to the laws of the State of Nevada and having an address at 6946 N Academy Blvd, Suite B #254, Colorado Springs, CO 80918

(the "**Company**" or "**Cannabis Science**")

AND:

BRET BOGUE, and individual having an office at 2320 Via Puerta, Unit D, Laguna Wood, CA 92637

(the "**Consultant**" or "**Bogue**")

WHEREAS:

(A) Cannabis Science, Inc. and Bret Bogue previously entered into a Management Agreement on February 9, 2012 (Attached hereto as Appendix "A" is a true and correct copy of the February 9 th, 2012 Management Agreement); and

(B) In order to undertake new ventures and opportunities and clarify duties provided by the Consultant, the Company and Consultant now wish to mutually alter the February 9, 2012 Management Agreement under this Amendment as follows with no intent to change or alter any provisions not expressly addressed in this Amendment.

(C) The Consultant and the Company, including its directors, officers, and consultants, have the highest regard for each other and wish to continue to engage in mutually beneficial business together.

NOW THEREFORE THIS AGREEMENT WITNESSES that Cannabis Science, Inc. and Bret Bogue hereby agree to alter the February 9, 2012 Management Agreement pursuant to this Amendment, and does not intend to change or alter any other provision of the February 9 agreement unless expressly amended herein, as follows:

1. CONSIDERATION

1.1 The Company shall issue Five Million (5,000,000) shares of its S-8 registered free trading common shares to Bret Bogue for continued services rendered under the Management Agreement along with providing services under the license agreement with Apothecary Genetics Investments LLC dated February 9, 2012 and the Amendment thereto dated November 20, 2014.

1.2 The Company shall issue One Million Five Hundred Thousand (1,500,000) shares of its S-8 registered free trading common stock to Bret Bogue for settlement of all past management fees and expenses owing under the Management Agreement through November 30, 2014.

Sections 1.1 and 1.2 hereinafter referred to as the "Fees".

1.3 The Consultant acknowledges that the Company must create a new equity compensation plan and is required to file a Form S-8 with the SEC (hereinafter the "Actions") prior to issuing shares for Fees as described herein this Amendment. The Consultant shall hold the Company harmless for any delays in the Actions and the Consultant shall not be entitled to additional Fees for any changes in the trading price of the Company's stock under the symbol "CBIS" on the OTC. Notwithstanding, the Company shall make every effort to accomplish and complete the Actions without delay.

1.4. The parties warrant and agree that no management fees, expenses, or other monies are owed by Cannabis Science, Inc. under the February 9, 2012 Management Agreement as of the herein Effective Date of this Amendment and in consideration of the Fees.

2. NOTICES

2.1 All notices required or permitted under the herein Amendment must be written and delivered in one of the following approved methods. A notice shall be deemed given or sent when deposited, as an email to the address provided in Section 2.2, certified mail or for overnight delivery, postage and fees prepaid, in the United States mail; when delivered to Federal Express, United Parcel Service, DHL Worldwide Express, or Airborne Express for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient; when transmitted by electronic means, and such transmission is electronically confirmed as having been successfully transmitted; or when delivered to the home or office of a recipient in the care of a person whom the sender has reason to believe will promptly communicate the notice to the recipient.

2.2 All Notices shall be delivered to the following party addresses:

If to: **Cannabis Science, Inc.**
6946 North Academy Blvd, Suite B#254
Colorado Springs, CO 80918
Attn: Raymond C. Dabney, Co-Founder
Email: raymond@cannabisscience.com
cc: chad.johnson@cannabisscience.com

If to: **Mr. Bret Bogue**
2320 Via Puerta, Unit D
Laguna Woods, CA 92637
Email: bretbogue@gmail.com

3. BUSINESS REPRESENTATIONS

Each party to the herein Amendment represents, warrants, and agrees to the following:

3.1 Economic Risk. The parties to the Amendment are financially able to bear any and all economic risk associated with Amendment of the February 9, 2012 Management Agreement.

3.2 Non-disclosure. The parties to the Amendment shall have non-disclosure agreements signed by all members, employees or other parties to whom information was or will be disseminated regarding this Amendment or the February 9, 2012 Management Agreement assets or other information that is deemed critical and of value. Each party to the herein Amendment shall deliver to the other party a true and correct copy of each signed non-disclosure agreement within five (5) calendar days of signature.

4. GENERAL AND IN FORCE AND EFFECT PROVISIONS

4.1 Complete Agreement. The Amendment combined with the February 9, 2012 Management Agreement constitutes the whole and entire agreement of the parties, and it shall not be modified or amended in any respect except by a written instrument executed by all the parties.

4.2 Counterparts. This Amendment may be executed in one or more counterparts, written or electronic, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.3 Choice of Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Nevada. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this agreement shall remain in effect.

4.4 Binding Effect. This Amendment shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and assigns.

4.5 Pronouns and Statutory References. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. Any reference to the Code, the Regulations, the Act, Nevada Statutes, or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

4.6 Further Assurances. The parties to this Amendment shall promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under this Amendment and to carry out the intent of the parties.

4.7 No Limitation of Parties' Businesses. Except as provided in this Amendment and surviving provisions of the February 9, 2012 Management Agreement, no provision of this agreement shall be construed to limit in any manner the parties' ability to carry on their own respective businesses or activities.

4.8 Authority and Capacity of Parties. Each party to this Amendment represents and warrants to the other party that said party has the capacity and authority to enter into this agreement.

4.9 Headings. The section, and paragraph titles and headings contained in this Amendment are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this agreement or any of its provisions.

4.10 Amendment. This Amendment may be altered, amended, or repealed only by written agreement signed by both of the parties.

4.11 Time of the Essence. Time is of the essence of every provision of this Amendment that specifies a time for performance.

4.12 Benefit of the Parties. This Amendment is made solely for the benefit of the parties to the February 9, 2012 Management Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement unless mutually agreed by both parties.

4.13 Interpretation. In the event any claim is made by any party to this Amendment relating to any conflict, omission or ambiguity, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this agreement was prepared by, or at the request of, a particular party to the agreement or its counsel.

4.14 Communications. The Consultant shall not engage in communications about any of the existing or new business or about Cannabis Science or its officers, directors, consultants or employees without the prior written consent of Cannabis Science CEO and President Raymond Dabney.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF this Amendment has been executed and delivered by the parties on the 20th day of November 2014.

SIGNED, SEALED AND DELIVERED BY **CANNABIS SCIENCE, INC.**

Per: /s/ *Raymond C. Dabney*
Raymond C. Dabney, CEO Co-Founder

Per: /s/ *Chad S. Johnson*
Chad S. Johnson, Esq., COO General Counsel

SIGNED, SEALED AND DELIVERED BY **BRET BOGUE**

Per: /s/ *Bret Bogue*
Bret Bogue, an Individual

APPENDIX "A"

MANAGEMENT AGREEMENT

Dated February 9, 2012

BETWEEN

CANNABIS SCIENCE, INC.

AND

BRET BOGUE

CONSULTING AGREEMENT

This Agreement is made and entered into effect November 19, 2014 by and between THE BIO DIVERSITY GROUP and CANNABIS SCIENCE, INC. ("CANNABIS SCIENCE").

1. THE BIO DIVERSITY GROUP shall serve, on a non-exclusive basis, as business development consultant to CANNABIS SCIENCE during the term of this Agreement. CANNABIS SCIENCE acknowledges and agrees that THE BIO DIVERSITY GROUP will be serving other clients during the term of this Agreement and that CANNABIS SCIENCE shall not be entitled to the exclusive time and attention of THE BIO DIVERSITY GROUP in the performance of its services hereunder.

2. The services to be provided by THE BIO DIVERSITY GROUP include, but are not limited to, those outlined in the attached document entitled Appendix "A" " **Cannabis Science Proposed Scope of Work**".

3. The term of this Agreement shall commence on November 19, 2014 and continue for twelve (12) months with the option of a six (6) month renewal or until the Agreement is terminated by either party by thirty (30) days prior written notice. Notwithstanding anything to the contrary, CANNABIS SCIENCE may terminate this agreement at any time if in its opinion THE BIO DIVERSITY GROUP has provided or caused to be provided false or misleading information to CANNABIS SCIENCE or to other parties on behalf of CANNABIS SCIENCE.

4. As compensation for consulting services hereunder, CANNABIS SCIENCE shall pay THE BIO DIVERSITY GROUP the sum of six thousand dollars ($6,000.00) for each month of services (which may be paid in equivalent value S-8 free trading shares at the sole discretion of CANNABIS SCIENCE) and eight (8) million Rule 144 restricted shares of common stock (the "Shares") with five (5) million of the Shares to be issued immediately and three (3) million of the Shares to be issued at a later date based on mutually agreeable equity performance over the next twelve (12) months of this Agreement.

5. Expenses above and beyond provision of the consulting services (e.g. travel, lodging, etc.) incurred in the provision of those services will be submitted in writing to CANNABIS SCIENCE for pre-approval before being incurred. THE BIO DIVERSITY GROUP will submit an invoice to CANNABIS SCIENCE no later than the 15th day of the month for the reimbursement of pre-approved expenses incurred. Cannabis Science will not be responsible for expenses that are not pre-approved. All such correspondence and notices should be addressed to: raymond@cannabisscience.com with copy to chad.johnson@cannabisscience.com.

6. This Agreement contains the entire agreement and understanding of the parties concerning the subject matter hereof and supersedes and replaces all prior and contemporaneous negotiations, proposed agreements and agreements, whether written or oral, with the exception that THE BIO DIVERSITY GROUP expressly acknowledges that it has been, is and continues to be for the next five (5) years subject to the standard CANNABIS SCIENCE non-circumvention and non-disclosure agreement (NDA), which CANNABIS SCIENCE will provide under separate cover for reaffirmation signature as a material inducement of this Agreement. This Agreement may be amended, extended or altered and rights hereunder may be waived only by a written instrument signed by the party to be bound thereby.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

8. This Agreement may be executed in one or more counterparts, including electronic versions with electronic signatures, each of which shall be considered an original and all of which together shall constitute one and the same agreement.

In Witness hereof, the undersigned have executed this Agreement as of the 19th day of November 2014.

The Bio Diversity Group **Cannabis Science, Inc.**

By: /s/ *Mariel Selbovitz* By: /s/ *Raymond C. Dabney*

Mariel Selbovitz
President

Raymond C. Dabney
Director, President and CEO

Cannabis Science, Inc.

By: /s/ *Chad S. Johnson*

Chad S. Johnson
Director, COO & General Counsel

Nov. 19, 2014

APPENDIX "A"

Cannabis Science Proposed Scope of Work

1. Introduction

Our staff has identified several opportunities to increase equity performance and heighten the visibility of Cannabis Science through material events that we are positioned to orchestrate during a 12 month campaign.

2. Patent Exploration

The Bio Diversity Group will identify and assist in producing patents for registration by the Company on cannabis for disease indications, starting with HIV and Kaposi's sarcoma and melanomas. Cannabis Science should hold as many patents encompassing as many disease indications as possible to build a patent library that will afford the Company exclusivity to develop cannabinoid-based therapeutics for the multitudinous conditions cannabinoids have been identified, and continue to be discovered, to have efficacy against. This will afford Cannabis Science momentum based on enhanced legitimacy to enhance equity valuation and result in numerous press releases that will legitimize the company.

3. Conference Operations

The Bio Diversity Group will produce and submit abstracts to the HIV scientific conferences listed below on the potential for cannabinoid-based treatments for HIV and the benefits of medical cannabis for the pharmacology of HIV treatment and prevention of the development of drug resistance and produce accompanying press releases. At these conferences we will meet with key opinion leaders in the field to create clinical consensus on the need to explore the utility of cannabinoids for Kaposi's sarcoma and as antivirals. We will have a member of the Cannabis Science Scientific Advisory Board present at the Treatment Horizons Satellite Symposiums our staff is organizing at HIV DART 2014, the 16th International Workshop on the Clinical Pharmacology of HIV and Hepatitis Therapy and IAS 2015 and produce accompanying press releases.

1. Meetings with key opinion leaders

The staff of The Bio Diversity Group will meet with key opinion leaders to drive clinical consensus on the need for federal facilitation of research on the utility of cannabinoids for Kaposi's sarcoma and HIV antivirals at the conferences identified above. Key opinion leaders with whom we will be orchestrating meetings include:

1. Rob Murphy, MD, Executive Committee, ACTG and Director, Center for Global Health, Northwestern University
2. Mark Wainberg, PhD, Director, McGill University AIDS Center and past President, IAS
3. Dan Kuritzkes, MD, Executive Committee, ACTG and Professor of Medicine, Harvard University
4. Chris Beyrer, MD, MPH, President, IAS and Professor of Epidemiology, International Health and Health, Behavior and Society, Johns Hopkins Bloomberg School of Public Health
5. Susan Buchbinder, MD, Director, HIV Research, San Francisco Department of Public Health
6. Mario Stevenson, PhD, Chair, Scientific Advisory Board, AmfAR and Chief, Division of Infectious Diseases, University of Miami Miller School of Medicine

2. Abstract development

1. HIV DART 2014
   December 9-12 in Miami, FL
   http://informedhorizons.com/hivdart2014/
2. XXIV International HIV Drug Resistance Workshop
   February 21-22 in Seattle, WA
   http://www.informedhorizons.com/resistance2015/
3. CROI 2015
   February 23-26 in Seattle, WA
   http://www.croi2014.org
4. 16th International Workshop on the Clinical Pharmacology of HIV and Hepatitis Therapy
   May 26-28 in Washington, DC
   http://www.virology-education.com/event/upcoming/16th-international-workshop-clinical-pharmacology-hiv-hepatitis-therapy/
5. 8th IAS Conference on HIV Pathogenesis, Treatment and Prevention (IAS 2015)
   July 19-22 in Vancouver, CA
   http://www.ias2015.org

3. Treatment Horizons Satellite Symposiums

The first Treatment Horizons Satellite Symposium took place at the XVIII International AIDS Conference in July 2012 in Vienna sponsored by NAPWA and garnered coverage in the journal Nature (http://www.nature.com/news/2010/100727/full/466539a.html). Subsequent Treatment Horizons Satellite Symposiums were put on at the HIV DART 2012 conference and XIX International AIDS Conference sponsored by the World AIDS Institute, which were attended by key opinion leaders and program leaders. The Bio Diversity Group will invite Cannabis Science to present at Treatment Horizons Satellite Symposiums being co-sponsored by AmfAR (http://www.amfar.org) and IAPAC (http://www.iapac.org) our staff is organizing at the upcoming HIV DART 2014 conference, 16th International Workshop on the Clinical Pharmacology of HIV and Hepatitis Therapy and IAS 2015 conference. We will produce accompanying press releases for each presentation.

4. ViroStream Segment

ViroStream (http://www.virostream.com) is an online social media venue for medical providers that aims to improve clinical competency in HIV and infectious diseases via the provision of video segments on interviews with key opinion leaders on clinical and scientific developments and conference coverage. The Bio Diversity Group orchestrated a ViroStream segment for Avexa about which they produced a press release that resulted in the orders for their stock jumping from 220,000 to 50,000,000 and a price increase of 400%. The segment can be viewed here: http://www.virostream.com/video/2.

ViroStream is an offshoot of ViroChannel (http://virochannel.com), a program of Clinique Medicale L'Actual in Montreal, Canada, which aims to improve clinical competency in HIV, Hepatitis C and other co-infections via the provision of video segments on interviews with key opinion leaders on clinical issues sponsored by the pharmaceutical industry.

Due to Canadian law, biotechnology companies have to be kept in distinguished context from the pharmaceutical industry in regards to any implied efficacy regarded to experimental therapies.

Our staff will facilitate the production of a ViroStream segment at one of the conferences identified in Section 2.1 on the need for cannabinoid-based drug development for Kaposi's sarcoma and HIV and Cannabis Science's clinical research programs featuring 3-4 key opinion leaders and produce an accompanying press release and article for ViroStream (see Section 4). The ViroStream segment will be a critical tool for our legislative advocacy (see Section 5) to secure federal facilitation of CB_2 agonists for Kaposi's sarcoma and HIV.

5. Article Development

The Bio Diversity Group will produce follow up articles to our article in A&U (http://aumag.org/wordpress/2013/07/09/cannabinoids-as-treatment/) on the data supporting CB_2 agonism as a promising approach for the treatment of Kaposi's sarcoma and HIV and Cannabis Science's clinical research programs for publication in the following HIV media venues:

1. HIV Plus (http://www.hivplusmag.com)
2. TheBody (http://www.thebody.com)
3. Positively Aware (http://www.positivelyaware.com)
4. HIV Positive (http://www.hivpositivemagazine.com)
5. HIV Australia (http://www.afao.org.au/library/hiv-australia)
6. PositiveLite (http://www.positivelite.com)

Articles published this year by our staff include:

1. "Heart Break in Melbourne" in A&U (http://aumag.org/wordpress/2014/11/05/heart-break-in-melbourne/)
2. "Nuclear Waste" in A&U (http://aumag.org/wordpress/2014/10/06/new-nukes-old-nukes/)
3. "Another Kind of Morning: Therapeutic HIV Vaccines Try to Come of Age" in A&U (http://aumag.org/wordpress/2014/07/24/hiv-therapeutic-vaccine-advances/)
4. "The Deeper End of the Ocean" in A&U (http://aumag.org/wordpress/2014/03/05/host-restrictive-factors/)
5. "New ARVs at ISHEID 2014" on ViroStream (http://www.virostream.com/article/6)

6. Legislative Advocacy

The Bio Diversity Group will conduct advocacy with State and Federal legislators to further advance the integration of medical marijuana into HIV research and general medicine as a whole. In addition to utilizing the ViroStream segment, we will produce a legislative package that will include peer-reviewed publications on medical marijuana and HIV and CB_2 agonism and Kaposi's sarcoma and HIV and HIV media articles.

1. State
    1. New York State Assemblyman Robert Rodriguez (http://assembly.state.ny.us/mem/Robert-J-Rodriguez), Ranking Member of the New York State Health Committee, who was responsible for the passage of the 30% rent cap, which limits people living with HIV to spend no more than 30% of their income on rent and for who Mariel Selbovitz, MPH served as a rapporteur for AIDS 2014
    2. New York State Assemblyman Dick Gottfried (http://assembly.state.ny.us/mem/Richard-N-Gottfried/bio/), Chair of the New York State Health Committee, who was instrumental in getting Governor Cuomo to sign the medical marijuana legislation
    3. New York State Senator Diane Savino (http://www.nysenate.gov/senator/diane-j-savino), member of the Finance Committee, who was responsible for securing Governor Cuomo's approval of legislation allowing for medical marijuana

2. Federal
    1. Congressional HIV/AIDS Caucus (http://hivaidscaucus-lee.house.gov); our ask is for a legislative briefing, Congressional Hearing and Dear Colleague Letter on the utility of cannabinoids for HIV
        1. Rep. Barbara Lee (D-CA), Co-Chair
        2. Rep. Jim McDermott, MD (D-WA), Co-Chair
        3. Rep. Illena Ros-Lehtinen (R-FL), Co-Chair
        4. Rep. Alcee Hastings (D-FL), who is introducing a series of bills for which we have been advocating on World AIDS Day on December 1, including the Small Biotechnology Innovation Preservation Program, the 2015 Therapeutic HIV Vaccine Act, the 2015 HIV Eradication Act and the 2015 HIV Clinical Competency Act and for who Mariel Selbovitz, MPH served as a rapporteur for AIDS 2014
        5. Rep. Bobby Rush (D-IL)
        6. Rep. Eleanor Holmes Norton (D-DC)
        7. Rep. Elijah Cummings (D-MD)
        8. Rep. Eliot Engel (D-NY)
        9. Rep. G.K. Butterfield (D-NC)
        10. Rep. Henry Waxman (D-CA)
        11. Rep. Jared Polis (D-CO)
        12. Rep. Jim Himes (D-CT), who co-sponsored the Cure for AIDS Act with Rep. Barbara Lee
        13. Rep. Jose Serrano (D-NY)
        14. Rep. Nancy Pelosi (D-CA)
        15. Rep. Trent Franks (R-AZ), Former Co-Chair of the Congressional HIV/AIDS Caucus

    2. GOP Doctors Caucus (http://doctorscaucus.gingrey.house.gov); our ask is for a legislative briefing, Congressional Hearing and Dear Colleague Letter on the utility of cannabinoids for HIV
        1. Rep. Phil Gingrey, MD (R-GA), Co-Chair
        2. Rep. Phil Roe, MD (R-TN), Co-Chair
        3. Rep. John Fleming, MD (R-LA), Vice Chair
        4. Rep. Diane Black, MD (R-TN), Vice Chair
        5. Rep. Charles Boustany, MD (R-LA)
        6. Rep. Bill Cassidy, MD (R-LA)
        7. Rep. Michael Burgess, MD (R-TX)
        8. Rep. Renee Ellmers, MD (R-NC)

3. Presentation to the Presidential Advisory Council on HIV/AIDS (PACHA, http://aids.gov/federal-resources/pacha/about-pacha/) via Elizabeth Styffee, RN, MS, Director, Saddleback HIV/AIDS Initiative (http://hivaidsinitiative.com) and Phil Wilson, Executive Director, The Black AIDS Institute (http://www.blackaids.org)
    1. Nancy Mahon, JD, Chair, Senior Vice President, MAC AIDS Fund
    2. Humberto Cruz, Former Director, New York State AIDS Institute
    3. Patricia Garcia, MD, Professor, Department of Obstetrics and Gynecology, Northwestern University
    4. David Holtgrave, PhD, Professor and Chair, Department of Health, Behavior and Society, Johns Hopkins Bloomberg School of Public Health
    5. Elizabeth Styffee, NP, MS, Director, HIV/AIDS Orphan Care Initiative, Saddleback Church and Chair, Orange County HIV Planning Council

4. Presentation to Douglas M. Brooks, MSW, Director, Office of National AIDS Policy (ONAP, http://www.whitehouse.gov/administration/eop/onap) via Steve Bailous, Chair, D.C. Metro HIV Planning Council (http://doh.dc.gov/service/ryan-white-planning-council)

7. Summary

The Bio Diversity Group is positioned to conduct the following operations to enhance valuations of CBIS's development platform:

1. Abstract production and presentation and meetings with key opinion leaders at relevant scientific conferences and production of accompanying press releases
2. Participation in Treatment Horizons Satellite Symposiums with solicitation of co-sponsorship by AmfAR and IAPAC at selected upcoming HIV conferences and production and distribution of accompanying press releases
3. Facilitation of a ViroStream segment featuring key opinion leaders to be filmed at one of the conferences identified in Section 2.1 on the need for cammabinoid-based drug development for Kaposi's sarcoma and HIV and Cannabis Science's clinical research programs and production and distribution of accompanying press release
4. Article production and placement in HIV media publications on the data supporting CB2 agonism as a promising approach to treating Kaposi's sarcoma and HIV and Cannabis Science's clinical research programs and production and distribution of accompanying press releases
5. Legislative advocacy and the State and Federal level to advance the integration of medical marijuana into HIV research and general medicine as a whole, utilizing the ViroStream segment and legislative package, which our staff will produce
6. Secure a presentation to the Presidential Advisory Council on HIV/AIDS via Elizabeth Styffee, NP, MS, Director, HIV/AIDS Orphan Care Initiative, Saddleback Church and Chair, Orange County HIV Planning Council and Phil Wilson, Executive Director, The Black AIDS Institute to solicit Executive action for cannabinoid research on Kaposi's sarcoma and other indications and subsequent press release development and distribution
7. Secure a presentation to Douglas M. Brooks, MSW, Director and James Albino, Managing Program Director, Office of AIDS Research via Steve Bailous, Chair, D.C. Metro HIV Planning Council to solicit Executive action for cannabinoid research on Kaposi's sarcoma and other indications and subsequent press release development and distribution

Nov. 19, 2014

MANAGEMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") effective as of the Twentieth-Fifth (25th) day of November 2014 (the " **Effective Date**"), is entered into between **Cannabis Science, Inc. a Nevada Corporation**, with its principal offices located at 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 (the " **Company**" or "**CBIS**"), and **KBLH Holding B.V.** with address of Herengracht 566, 1017 CH, Amsterdam, The Netherlands, owned 100% and represented in this Agreement by **Khadija Belhassan, Ph.D.**, having an address of 13 avenue des Vosges 77270 Villeparisis France, (the "**Consultant**"), in connection with the provision of the Consultant's services to the Company. The Company and the Consultant together may be referred to herein as the "Parties" or individually as a "Party".

WHEREAS:

A. The Company is in the business of manufacturing, marketing and distributing legal cannabinoid products worldwide;

B. The Company wishes to engage the services of the Consultant as an independent contractor of the Company as it continues drug development and formulation, largely in working with Dr. Dorothy Bray, the Company's Clinical Development Consultant; and

C. The Company and the Consultant have agreed to enter into a consulting agreement for their mutual benefit.

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS A CONSULTANT

1.1 The Company hereby engages the Consultant as an independent contractor of the Company effective November 25, 2014 at which date the Services shall commence, to undertake the duties and title of Consultant and agrees to exercise those powers as requested by the Company or its subsidiaries from time to time, (collectively the "**Services**") and the Consultant accepts such engagement on the terms and conditions set forth in this Agreement.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of November 25, 2014 and shall continue for two (2) years or until terminated earlier pursuant to Sections 10 and 11 herein (the " **Term**"). Any renewal period for this Agreement shall be at the sole discretion of the Company in negotiation with the Consultant, along with the renewal term, if agreed to, including any compensation for services during any renewal term.

3. CONSULTANT SERVICES

3.1 The Consultant shall undertake and perform the duties and responsibilities commonly associated with acting in the capacity described above. The Consultant agrees that its duties may be reasonably modified at the Company's and the Consultant's mutual agreement from time to time.

3.2 In providing the Services the Consultant shall:

- comply with all applicable laws of any relevant jurisdiction, including all local, state, provincial, federal and national statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company;
- not disclose, release or publish any information regarding the Company without the prior written consent of the Company; and
- not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without the Company's prior written consent.

4. CONSULTANT COMPENSATION

4.1 Shares. As compensation for the Services, the Company shall issue to the Consultant, for services provided, Two Million Five Hundred Thousand (2,500,000) newly issued, fully paid and earned, Rule 144 restricted shares of the Company's common stock, par value $0.001 per share, for the Services.

4.2 Performance Bonus. As further compensation based on job performance and project or operational milestones, the Company may award the Consultant additional shares. Sections 4.1 through 4.2 are the "Compensation" of the Agreement.

5. REIMBURSEMENT OF EXPENSES

5.1 The Parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the Consultant on the Consultant's own behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. Notwithstanding the foregoing, the Company shall reimburse the Consultant for any bona fide expenses incurred by the Consultant on behalf of the Company in connection with the provision of the Services provided that the Consultant submits to the Company an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to the Company within a reasonable amount of time after the Consultant incurs such expenses. However, the Company shall have no obligation to reimburse the Consultant for any single expense in excess of $500 dollars or $3,000.00 dollars in the aggregate without the express prior written approval of the Company's Board of Directors.

6. CONFIDENTIALITY

6.1 The Consultant shall not disclose to any third party without the prior consent of the Company any financial or business information concerning the business, affairs, plans and programs of the Company its Directors, officers, shareholders, employees, or consultants (the "**Confidential Information**"). The Consultant shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the Consultant is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the Consultant shall, at the Company's request, execute a confidentiality and non-disclosure agreement (NDA) in a usual form of the Company.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The Consultant agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights (including, without limitation, all copyright) which the Consultant may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The Consultant hereby waives any moral rights of authors or similar rights the Consultant may have in or to the results and proceeds of the Consulting Services hereunder. For clarity, it is understood that Khadija Benlhassan, Ph.D., is a director and officer of ImmunoClin Corporation; the Consultant's work for the Company using intellectual property of ImmunoClin Corporation shall not confer on the Company any rights to the intellectual property of ImmunoClin Corporation.

7.2 The Company shall have the right to apply for and take out, at the Company's expense, life, health, accident, or other insurance covering the Consultant, in any amount the Company deems necessary to protect the Company's interest hereunder. The Consultant shall not have any right, title or interest in or to such insurance.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Consultant represents, warrants and covenants to the Company as follows:

(a) the Consultant is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company hereunder;

(b) the Consultant is not under any physical or mental disability that would hinder the performance of its/his/her duties under this Agreement;

9. INDEMNIFICATION

9.1 The Consultant shall indemnify and hold harmless the Company, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Consultant of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Consultant.

9.2 The Company shall indemnify and hold harmless the Consultant, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Company of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Company.

10. NO OBLIGATION TO PROCEED.

10.1 Nothing herein contained shall in any way obligate the Company to use the Services hereunder or to exploit the results and proceeds of the Services hereunder; provided that, upon the condition that the Consultant is not in material default of the terms and conditions hereof, nothing contained in this section 10.1 shall relieve the Company of its obligation to deliver to the Consultant the Compensation. All of the foregoing shall be subject to the other terms and conditions of this Agreement (including, without limitation, the Company's right of termination, disability and default).

11. RIGHT OF TERMINATION.

11.1 The Company and the Consultant shall each have the right to terminate this Agreement at any time in its sole discretion by giving not less than sixty (60) days written notice not inconsistent with Section 12. Upon termination of this Agreement all monies due to the contractors will be considered paid in full for the Term the Services were performed. Upon termination of this Agreement, during the notice period the Consultant shall continue to work with the Company to fulfill the obligations of this Agreement.

12. DEFAULT/DISABILITY.

12.1 No act or omission of the Company hereunder shall constitute an event of default or breach of this Agreement unless the Consultant shall first notify the Company in writing setting forth such alleged breach or default and the Company shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). Upon any material breach or default by the Consultant of any of the terms and conditions hereof, or the terms and conditions of any other agreement between the Company and the Consultant for the services of the Consultant, the Consultant may cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure), or the Company shall immediately have the right to suspend or to terminate this Agreement and any other agreement between the Company and the Consultant for the services of the Consultant.

13. COMPANY'S REMEDIES.

13.1 The Services to be rendered by the Consultant hereunder and the rights and privileges herein granted to the Company are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the Consultant of any of the provisions of this Agreement shall cause the Company irreparable injury and damages. The Consultant expressly agrees that the Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the Consultant. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company may have in the premises for damages or otherwise.

14. NDEPENDENT CONTRACTORS.

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the Parties for any purpose whatsoever. Except as may be expressly provided herein, neither Party may be held responsible for the acts either of omission or commission of the other Party, and neither Party is authorized, or has the power, to obligate or bind the other Party by contract, agreement, warranty, representation or otherwise in any manner. It is expressly understood that the relationship between the Parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said Party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company may assign this Agreement, in whole or in part, at any time to any Party, as the Company shall determine in its sole discretion; provided that, no such assignment shall relieve the Company of its obligations hereunder unless consented to by the Consultant in writing. The Consultant may assign this Agreement consistent with the provisions of this Agreement or with the prior written consent of the Company.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, to the Party to be notified. Notice to each Party shall be deemed to have been duly given upon delivery, personally or by courier, addressed to the attention of the officer at the address set forth heretofore, or to such other officer or addresses as either Party may designate, upon at least ten days written notice, to the other Party.

(h) Entire agreement**.** This Agreement contains the entire understanding and agreement among the Parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by the Parties.

(i) Waiver**.** A delay or failure by any Party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. In the event that the document is signed by one Party and faxed or emailed to another the Parties agree that a faxed or emailed signature shall be binding upon the Parties to this Agreement as though the signature was an original. This expressly includes electronic signatures of the Parties.

(k) Successors**.** The provisions of this Agreement shall be binding upon the Parties, their successors and permitted assigns.

(l) Counsel**.** The Parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

CANNABIS SCIENCE, INC.

Per: /s/ *Raymond C. Dabney*

Raymond C. Dabney, Director/CEO/President/Co-Founder

Per: /s/ *Chad S. Johnson*

Chad S. Johnson, Esq., Director/COO/General Counsel

CONSULTANT:

Per: /s/ *Khadija Benlhassan*

Khadija Benlhassan, Ph.D., Owner
KBLH Holding B.V.

MANAGEMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") effective as of the Twentieth-Fifth (25th) day of November 2014 (the " **Effective Date**"), is entered into between **Cannabis Science, Inc. a Nevada Corporation**, with its principal offices located at 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 (the " **Company**" or "**CBIS**"), and **Khadija Belhassan, Ph.D.**, having an address of 13 avenue des Vosges 77270 Villeparisis France, (the "**Consultant**"), in connection with the provision of the Consultant's services to the Company. The Company and the Consultant together may be referred to herein as the "Parties" or individually as a "Party".

WHEREAS:

A. The Company is in the business of manufacturing, marketing and distributing legal cannabinoid products worldwide;

B. The Company wishes to engage the services of the Consultant as an independent contractor of the Company as it continues drug development and formulation, largely in working with Dr. Dorothy Bray, the Company's Clinical Development Consultant; and

C. The Company and the Consultant have agreed to enter into a consulting agreement for their mutual benefit.

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS A CONSULTANT

1.1 The Company hereby engages the Consultant as an independent contractor of the Company effective November 25, 2014 at which date the Services shall commence, to undertake the duties and title of Consultant and agrees to exercise those powers as requested by the Company or its subsidiaries from time to time, (collectively the "**Services**") and the Consultant accepts such engagement on the terms and conditions set forth in this Agreement.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of November 25, 2014 and shall continue for two (2) years or until terminated earlier pursuant to Sections 10 through 12 herein (the " **Term**"). Any renewal period for this Agreement shall be at the sole discretion of the Company in negotiation with the Consultant, along with the renewal term, if agreed to, including any compensation for services during any renewal term.

3. CONSULTANT SERVICES

3.1 The Consultant shall undertake and perform the duties and responsibilities commonly associated with acting in the capacity described above. The Consultant agrees that its duties may be reasonably modified at the Company's and the Consultant's mutual agreement from time to time.

3.2 In providing the Services the Consultant shall:

- comply with all applicable laws of any relevant jurisdiction, including all local, state, provincial, federal and national statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company;
- not disclose, release or publish any information regarding the Company without the prior written consent of the Company; and
- not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without the Company's prior written consent.

4. CONSULTANT COMPENSATION

4.1 Shares. Upon entering into this Agreement, the Company shall as soon as possible issue to the Consultant, Khadija Belhassan, Two Million Five Hundred Thousand (2,500,000) newly issued, fully paid and earned, S-8 registered free-trading shares of common stock, par value $0.001 per share, for the Services.

4.2 Performance Bonus. As further compensation based on job performance and project or operational milestones, the Company may award the Consultant additional shares. Sections 4.1 through 4.2 are the "Compensation" of the Agreement.

5. REIMBURSEMENT OF EXPENSES

5.1 The Parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the Consultant on the Consultant's own behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. Notwithstanding the foregoing, the Company shall reimburse the Consultant for any bona fide expenses incurred by the Consultant on behalf of the Company in connection with the provision of the Services provided that the Consultant submits to the Company an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to the Company within a reasonable amount of time after the Consultant incurs such expenses. However, the Company shall have no obligation to reimburse the Consultant for any single expense in excess of $500 dollars or $3,000.00 dollars in the aggregate without the express prior written approval of the Company's Board of Directors.

6. CONFIDENTIALITY

6.1 The Consultant shall not disclose to any third party without the prior consent of the Company any financial or business information concerning the business, affairs, plans and programs of the Company its Directors, officers, shareholders, employees, or consultants (the "**Confidential Information**"). The Consultant shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the Consultant is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the Consultant shall, at the Company's request, execute a confidentiality and non-disclosure agreement (NDA) in a usual form of the Company.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The Consultant agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights (including, without limitation, all copyright) which the Consultant may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The Consultant hereby waives any moral rights of authors or similar rights the Consultant may have in or to the results and proceeds of the Consulting Services hereunder. For clarity, it is understood that Khadija Benlhassan, Ph.D., is a director and officer of ImmunoClin Corporation; the Consultant's work for the Company using intellectual property of ImmunoClin Corporation shall not confer on the Company any rights to the intellectual property of ImmunoClin Corporation.

7.2 The Company shall have the right to apply for and take out, at the Company's expense, life, health, accident, or other insurance covering the Consultant, in any amount the Company deems necessary to protect the Company's interest hereunder. The Consultant shall not have any right, title or interest in or to such insurance.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Consultant represents, warrants and covenants to the Company as follows:

(a) the Consultant is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company hereunder;

(b) the Consultant is not under any physical or mental disability that would hinder the performance of its/his/her duties under this Agreement;

9. INDEMNIFICATION

9.1 The Consultant shall indemnify and hold harmless the Company, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Consultant of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Consultant.

9.2 The Company shall indemnify and hold harmless the Consultant, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Company of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Company.

10. NO OBLIGATION TO PROCEED.

10.1 Nothing herein contained shall in any way obligate the Company to use the Services hereunder or to exploit the results and proceeds of the Services hereunder; provided that, upon the condition that the Consultant is not in material default of the terms and conditions hereof, nothing contained in this section 10.1 shall relieve the Company of its obligation to deliver to the Consultant the Compensation. All of the foregoing shall be subject to the other terms and conditions of this Agreement (including, without limitation, the Company's right of termination, disability and default).

11. RIGHT OF TERMINATION.

11.1 The Company and the Consultant shall each have the right to terminate this Agreement at any time in its sole discretion by giving not less than sixty (60) days written notice not inconsistent with Section 12. Upon termination of this Agreement all monies due to the contractors will be considered paid in full for the Term the Services were performed. Upon termination of this Agreement, during the notice period the Consultant shall continue to work with the Company to fulfill the obligations of this Agreement.

12. DEFAULT/DISABILITY.

12.1 No act or omission of the Company hereunder shall constitute an event of default or breach of this Agreement unless the Consultant shall first notify the Company in writing setting forth such alleged breach or default and the Company shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). Upon any material breach or default by the Consultant of any of the terms and conditions hereof, or the terms and conditions of any other agreement between the Company and the Consultant for the services of the Consultant, the Consultant may cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure), or the Company shall immediately have the right to suspend or to terminate this Agreement and any other agreement between the Company and the Consultant for the services of the Consultant.

13. COMPANY'S REMEDIES.

13.1 The Services to be rendered by the Consultant hereunder and the rights and privileges herein granted to the Company are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the Consultant of any of the provisions of this Agreement shall cause the Company irreparable injury and damages. The Consultant expressly agrees that the Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the Consultant. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company may have in the premises for damages or otherwise.

14. INDEPENDENT CONTRACTORS.

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the Parties for any purpose whatsoever. Except as may be expressly provided herein, neither Party may be held responsible for the acts either of omission or commission of the other Party, and neither Party is authorized, or has the power, to obligate or bind the other Party by contract, agreement, warranty, representation or otherwise in any manner. It is expressly understood that the relationship between the Parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said Party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company may assign this Agreement, in whole or in part, at any time to any Party, as the Company shall determine in its sole discretion; provided that, no such assignment shall relieve the Company of its obligations hereunder unless consented to by the Consultant in writing. The Consultant may assign this Agreement consistent with the provisions of this Agreement or with the prior written consent of the Company.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, to the Party to be notified. Notice to each Party shall be deemed to have been duly given upon delivery, personally or by courier, addressed to the attention of the officer at the address set forth heretofore, or to such other officer or addresses as either Party may designate, upon at least ten days written notice, to the other Party.

(h) Entire agreement**.** This Agreement contains the entire understanding and agreement among the Parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by the Parties.

(i) Waiver**.** A delay or failure by any Party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. In the event that the document is signed by one Party and faxed or emailed to another the Parties agree that a faxed or emailed signature shall be binding upon the Parties to this Agreement as though the signature was an original. This expressly includes electronic signatures of the Parties.

(k) Successors**.** The provisions of this Agreement shall be binding upon the Parties, their successors and permitted assigns.

(l) Counsel**.** The Parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

CANNABIS SCIENCE, INC.

Per: /s/ *Raymond C. Dabney*

Raymond C. Dabney, Director/CEO/President/Co-Founder

Per: /s/ *Chad S. Johnson*

Chad S. Johnson, Esq., Director/COO/General Counsel

CONSULTANT:

Per: /s/ *Khadija Benlhassan*

Khadija Benlhassan, Ph.D.

MANAGEMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") effective as of the Twentieth (20th) day of November 2014 (the " **Effective Date**"), entered into between **Cannabis Science, Inc. a Nevada Corporation**, with its principal offices located at 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 (the "**Company**" or "**CBIS**") and **James Hamilton Mills**, having an address of 6055 20th Street North, Arlington, VA 22205 (the "**Consultant**") in connection with the provision of the Consultant's services to the Company. The Company and the Consultant together may be referred to herein as the "Parties" or individually as a "Party".

WHEREAS:

A. The Company is in the business of manufacturing, marketing and distributing legal cannabinoid products worldwide;

B. The Company wishes to engage the services of the Consultant as an independent contractor of the Company to assist, among others, Director and Officer Chad Johnson; and

C. The Company and the Consultant have agreed to enter into a consulting agreement for their mutual benefit.

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS A CONSULTANT

1.1 The Company hereby engages the Consultant as an independent contractor of the Company effective December 1, 2014 at which date the Services shall commence, to undertake the duties and titles of Executive Assistant, Office Manager, and Project Manager and agrees to exercise those powers as requested by the Company or its subsidiaries from time to time, (collectively the "**Services**") and the Consultant accepts such engagement on the terms and conditions set forth in this Agreement.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of December 1, 2014 and shall continue for one (1) year or until terminated earlier pursuant to Sections 10 and 11 herein (the " **Term**"). Any renewal period for this Agreement shall be at the sole discretion of the Company in negotiation with the Consultant, along with the renewal term, if agreed to, including any compensation for services during any renewal term.

3. CONSULTANT SERVICES

3.1 The Consultant shall undertake and perform the duties and responsibilities commonly associated with acting in the capacity of an executive assistant, office manager, and project manager. The Consultant agrees that his duties may be reasonably modified at the Company's and the Consultant's mutual agreement from time to time.

3.2 In providing the Services the Consultant shall:

- comply with all applicable laws of any relevant jurisdiction, including all local, state, provincial, federal and national statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company;
- not disclose, release or publish any information regarding the Company without the prior written consent of the Company; and
- not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without the Company's prior written consent.

4. CONSULTANT COMPENSATION

4.1 Signing Shares. Upon entering into this Agreement, the Company shall as soon as possible issue to the Consultant Five Hundred Thousand (500,000) newly issued, fully paid and earned, S-8 Registered free-trading shares of common stock, par value $0.001 per share, for services.

4.2 Shares. On each of January 1, 2015, and July 1, 2015, as further compensation for the provision of the Services, the Company shall issue to the Consultant, for services provided, newly issued, fully paid and earned, S-8 Registered free-trading shares of common stock, par value $0.001 per share, for services, in an amount equal to thirty thousand dollars ($30,000) based on the closing price of the Company's common shares on the final trading day of 2014 and of the final trading day of June, 2015, respectively.

4.3 Performance Bonus. As further compensation based on job performance and project or operational milestones, the Company is committed to considering awarding the Consultant additional shares for the Consultant.

5. REIMBURSEMENT OF EXPENSES

5.1 The Parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the Consultant on the Consultant's own behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. Notwithstanding the foregoing, the Company shall reimburse the Consultant for any bona fide expenses incurred by the Consultant on behalf of the Company in connection with the provision of the Services provided that the Consultant submits to the Company an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to the Company within 10 days after the Consultant incurs such expenses. However, the Company shall have no obligation to reimburse the Consultant for any single expense in excess of $500 dollars or $3,000.00 dollars in the aggregate without the express prior written approval of the Company's Board of Directors. The Consultant agrees to purchase without reimbursement a MacBook or MacBook Air for his use in conjunction with his work for the Company.

6. CONFIDENTIALITY

6.1 The Consultant shall not disclose to any third party without the prior consent of the Company any financial or business information concerning the business, affairs, plans and programs of the Company its Directors, officers, shareholders, employees, or consultants (the "**Confidential Information**"). The Consultant shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the Consultant is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the Consultant shall, at the Company's request, execute a confidentiality and non-disclosure agreement in a form mutually agreed upon by the Company and the Consultant.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The Consultant agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights (including, without limitation, all copyright) which the Consultant may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The Consultant hereby waives any moral rights of authors or similar rights the Consultant may have in or to the results and proceeds of the Consulting Services hereunder.

7.2 The Company shall have the right to apply for and take out, at the Company's expense, life, health, accident, or other insurance covering the Consultant, in any amount the Company deems necessary to protect the Company's interest hereunder. The Consultant shall not have any right, title or interest in or to such insurance.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Consultant represents, warrants and covenants to the Company as follows:

(a) the Consultant is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company hereunder;

(b) the Consultant is not under any physical or mental disability that would hinder the performance of his duties under this Agreement;

9. INDEMNIFICATION

9.1 The Consultant shall indemnify and hold harmless the Company, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Consultant of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Consultant.

9.2 The Company shall indemnify and hold harmless the Consultant, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Company of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Company.

10. NO OBLIGATION TO PROCEED.

10.1 Nothing herein contained shall in any way obligate the Company to use the Services hereunder or to exploit the results and proceeds of the Services hereunder; provided that, upon the condition that the Consultant is not in material default of the terms and conditions hereof, nothing contained in this section 10.1 shall relieve the Company of its obligation to deliver to the Consultant the Compensation. All of the foregoing shall be subject to the other terms and conditions of this Agreement (including, without limitation, the Company's right of termination, disability and default).

11. RIGHT OF TERMINATION.

11.1 The Company and the Consultant shall each have the right to terminate this Agreement at any time in its sole discretion by giving not less than sixty (60) days written notice not inconsistent with Section 12. Upon termination of this Agreement all monies due to the contractors will be considered paid in full for the Term the Services were performed. Upon termination of this Agreement, during the notice period the Consultant shall continue to work with the Company to fulfill the obligations of this Agreement.

12. DEFAULT/DISABILITY.

12.1 No act or omission of the Company hereunder shall constitute an event of default or breach of this Agreement unless the Consultant shall first notify the Company in writing setting forth such alleged breach or default and the Company shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). Upon any material breach or default by the Consultant of any of the terms and conditions hereof, or the terms and conditions of any other agreement between the Company and the Consultant for the services of the Consultant, the Consultant may cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure), or the Company shall immediately have the right to suspend or to terminate this Agreement and any other agreement between the Company and the Consultant for the services of the Consultant.

13. COMPANY'S REMEDIES.

13.1 The services to be rendered by the Consultant hereunder and the rights and privileges herein granted to the Company are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the Consultant of any of the provisions of this Agreement shall cause the Company irreparable injury and damages. The Consultant expressly agrees that the Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the Consultant. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company may have in the premises for damages or otherwise.

14. INDEPENDENT CONTRACTORS.

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the parties for any purpose whatsoever. Except as may be expressly provided herein, neither Party may be held responsible for the acts either of omission or commission of the other Party, and neither Party is authorized, or has the power, to obligate or bind the other Party by contract, agreement, warranty, representation or otherwise in any manner. It is expressly understood that the relationship between the parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said Party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company may assign this Agreement, in whole or in part, at any time to any Party, as the Company shall determine in its sole discretion; provided that, no such assignment shall relieve the Company of its obligations hereunder unless consented to by the Consultant in writing. The Consultant may assign this Agreement with the prior written consent of the Company.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, to the Party to be notified. Notice to each Party shall be deemed to have been duly given upon delivery, personally or by courier, addressed to the attention of the officer at the address set forth heretofore, or to such other officer or addresses as either Party may designate, upon at least ten days written notice, to the other Party.

(h) Entire agreement**.** This Agreement contains the entire understanding and agreement among the Parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by the Parties.

(i) Waiver**.** A delay or failure by any Party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. In the event that the document is signed by one Party and faxed or emailed to another the Parties agree that a faxed or emailed signature shall be binding upon the Parties to this Agreement as though the signature was an original. This expressly includes electronic signatures of the Parties.

(k) Successors**.** The provisions of this Agreement shall be binding upon the Parties, their successors and permitted assigns.

(l) Counsel**.** The Parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

CANNABIS SCIENCE, INC.

Per: /s/ *Raymond C. Dabney*

Raymond C. Dabney, Director/CEO/President/Co-Founder

Per: /s/ *Chad S. Johnson*

Chad S. Johnson, Esq., Director/COO/General Counsel

CONSULTANT:

Per: /s/ *James Hamilton Mills*

James Hamilton Mills

MANAGEMENT AGREEMENT

AND

AMENDMENT TO NOVEMBER 19, 2014 CONSULTING AGREEMENT BETWEEEN THE BIO DIVERSITY GROUP AND CANNABIS SCIENCE, INC.

THIS AGREEMENT AND AMENDMENT (referred to herein separately as the **"Agreement"** and the **"Amendment"**) effective as of the fifth (5th) day of December 2014 (the " **Effective Date**"), entered into between **Cannabis Science, Inc. a Nevada Corporation**, with its principal offices located at 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 (the " **Company**" or "**CBIS**"), THE BIO DIVERSITY GROUP (the " **Group**"), and the President of the Group, **Mariel Selbovitz, MPH**, having an address of 101 West 23rd Street #420, New York, NY 10011 (Mariel Selbovitz referred to herein as the "**Consultant**") in connection with the provision of the Consultant's services to the Company.

WHEREAS:

A. The Company is in the business of manufacturing, marketing and distributing legal cannabinoid products worldwide;

B. The Company wishes to engage the services of the Consultant as an independent contractor of the Company;

C. The Group, the Company and the Consultant wish to clarify through amendment the November 19, 2014 Consulting Agreement (" **Consulting Agreement**") (Appendix A); and

D. The Company, the Group, and the Consultant have agreed to enter into a consulting agreement for their mutual benefit.

THIS AGREEMENT and THIS AMENDMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS A CONSULTANT AND THE AMENDMENT

1.1 The Company hereby engages the Consultant as an independent contractor of the Company effective December 4, 2014 at which date the Services shall commence, to undertake the duties and title of Member, Scientific Advisory Board of Cannabis Science, Inc. and agrees to exercise those powers as requested by the Company or its subsidiaries from time to time, (collectively the "**Services**") and the Consultant accepts such engagement on the terms and conditions set forth in this Agreement. The Parties agree that this Agreement is intended to eliminate the following phrase from Paragraph 4 of the Consulting Agreement: "... the sum of six thousand dollars ($6,000) for each month of services (which may be paid in equivalent value S-8 free trading shares at the sole discretion of CANNABIS SCIENCE) and ...", and the Parties intend to honor this Agreement and the Consulting Agreement, as amended thereby.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of December 5, 2014 and shall continue for eighteen (18) months or until terminated earlier pursuant to Sections 10 and 11 consistent with Section 12 herein (the "**Term**"). Any renewal period for this Agreement shall be at the sole discretion of the Company in negotiation with the Consultant, along with the renewal term, if agreed to, including any compensation for services during any renewal term.

3. CONSULTANT SERVICES

3.1 The Consultant shall undertake and perform the duties and responsibilities commonly associated with acting in the capacity of Scientific Researcher and a member of the Scientific Advisory Board. The Consultant agrees that her duties may be reasonably modified at the Company's and the Consultant's mutual agreement from time to time.

3.2 In providing the Services the Consultant shall:

- comply with all applicable local statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company;
- not disclose, release or publish any information regarding the Company without the prior written consent of the Company; and
- not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without the Company's prior written consent.

4. CONSULTANT COMPENSATION

4.1 Continuing Compensation. As compensation for the provision of the Services, the Company shall pay on a quarterly basis to the Consultant a monthly fee of $6,000.00 commencing from December 4, 2014 (which may be paid in equivalent value of the Company's S-8 free trading shares at the sole discretion of the Company).

4.2 Signing Bonus. As a signing bonus, the Company shall include a payment of $3,000.00 with the first payment described in Section 4.1, which may be in S-8 free trading shares or cash at the Company's discretion as described in Section 4.1.

4.3 Performance Bonus. As further compensation based on job performance, product development & branding, product sales, achievement of project or operational milestones, the Company has the option to provide an additional bonus schedule and shares for the Consultant.

5. NO REIMBURSEMENT OF EXPENSES

5.1 The parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the Consultant on the Consultant's own behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. Notwithstanding the foregoing, the Company shall reimburse the Consultant for any bona fide expenses incurred by the Consultant on behalf of the Company in connection with the provision of the Services provided that the Consultant submits to the Company an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to the Company within 10 days after the Consultant incurs such expenses. However, the Company shall have no obligation to reimburse the Consultant for any single expense in excess of $500 dollars or $3,000.00 dollars in the aggregate without the express prior written approval of the Company's Board of Directors.

6. CONFIDENTIALITY

6.1 The Consultant shall not disclose to any third party without the prior consent of the Company any financial or business information concerning the business, affairs, plans and programs of the Company its Directors, officers, shareholders, employees, or consultants (the "**Confidential Information**"). The Consultant shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the Consultant is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the Consultant shall, at the Company's request, follow and abide by the provisions of a previously executed confidentiality and non-disclosure agreement (Appendix B), which includes a non-competition clause, and all of which shall be considered an essential part of this Agreement by reference.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The Consultant agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights (including, without limitation, all copyright) which the Consultant may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The Consultant hereby waives any moral rights of authors or similar rights the Consultant may have in or to the results and proceeds of the Consulting Services hereunder.

7.2 The Company shall have the right to apply for and take out, at the Company's expense, life, health, accident, or other insurance covering the Consultant, in any amount the Company deems necessary to protect the Company's interest hereunder. The Consultant shall not have any right, title or interest in or to such insurance.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Consultant represents, warrants and covenants to the Company as follows:

(a) the Consultant is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company hereunder;

(b) the Consultant is not under any physical or mental disability that would hinder the performance of her duties under this Agreement;

9. INDEMNIFICATION

9.1 The Consultant shall indemnify and hold harmless the Company, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Consultant of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Consultant.

9.2 The Company shall indemnify and hold harmless the Consultant, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Company of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Company.

10. NO OBLIGATION TO PROCEED.

10.1 Nothing herein contained shall in any way obligate the Company to use the Services hereunder or to exploit the results and proceeds of the Services hereunder; provided that, upon the condition that the Consultant is not in material default of the terms and conditions hereof, nothing contained in this section 10.1 shall relieve the Company of its obligation to deliver to the Consultant the Compensation. All of the foregoing shall be subject to the other terms and conditions of this Agreement (including, without limitation, the Company's right of termination, disability and default).

11. RIGHT OF TERMINATION.

11.1 The Company and the Consultant shall each have the right to terminate this Agreement at any time in its sole discretion by giving not less than 30 days written notice. Upon termination of this agreement all monies due to the contractors will be considered paid in full for the term the services were performed. Upon termination of this agreement the consultant shall continue to work with the company to fulfill the obligations of this agreement.

12. DEFAULT/DISABILITY/CURING DEFAULT OR BREACH

12.1 No act or omission of the Company hereunder shall constitute an event of default or breach of this Agreement unless the Consultant shall first notify the Company in writing setting forth such alleged breach or default and the Company shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). Upon any material breach or default by the Consultant of any of the terms and conditions hereof, or the terms and conditions of any other agreement between the Company and the Consultant for the services of the Consultant, the Consultant may cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure), or the Company shall immediately have the right to suspend or to terminate this Agreement and any other agreement between the Company and the Consultant for the services of the Consultant.

13. COMPANY'S REMEDIES.

13.1 The services to be rendered by the Consultant hereunder and the rights and privileges herein granted to the Company are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the Consultant of any of the provisions of this Agreement shall cause the Company irreparable injury and damages. The Consultant expressly agrees that the Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the Consultant. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company may have in the premises for damages or otherwise.

14. INDEPENDENT CONTRACTORS.

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the parties for any purpose whatsoever. Except as may be expressly provided herein, neither party may be held responsible for the acts either of omission or commission of the other party, and neither party is authorized, or has the power, to obligate or bind the other party by contract, agreement, warranty, representation or otherwise in any manner. It is expressly understood that the relationship between the parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company may assign this Agreement, in whole or in part, at any time to any party, as the Company shall determine in its sole discretion; provided that, no such assignment shall relieve the Company of its obligations hereunder unless consented to by the Consultant in writing. The Consultant may assign this Agreement with the prior written consent of the Company.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, to the party to be notified. Notice to each party shall be deemed to have been duly given upon delivery, personally or by courier, addressed to the attention of the officer at the address set forth heretofore, or to such other officer or addresses as either party may designate, upon at least ten days written notice, to the other party.

(h) Entire agreement**.** This Agreement contains the entire understanding and agreement among the parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by all parties.

(i) Waiver**.** A delay or failure by any party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. In the event that the document is signed by one party and faxed to another the parties agree that a faxed signature shall be binding upon the parties to this agreement as though the signature was an original.

(k) Successors**.** The provisions of this Agreement shall be binding upon all parties, their successors and permitted assigns.

(l) Counsel**.** The parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

[signatures follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

CANNABIS SCIENCE, INC.

Per: /s/ *Raymond C. Dabney*

Raymond C. Dabney, Director, President, CEO & Co-Founder

Per: /s/ *Chad S. Johnson*

Chad S. Johnson, Esq., COO and General Counsel

CONSULTANT:

Per: /s/ *Mariel Selbovitz*

Mariel Selbovitz, MPH

THE BIO DIVERSITY GROUP:

Per: /s/ *Mariel Selbovitz*

Mariel Selbovitz, MPH, President

Appendix A

CONSULTING AGREEMENT
Between Cannabis Science, Inc. and The Bio Diversity Group
November 19, 2014

Appendix B

Mutual Non-Disclosure / Non-Circumvent Agreement
Between Cannabis Science, Inc. and Mariel Selbvitz and The Bio Diversity Group
November 19, 2014

ADDENDUM TO CONSULTING AGREEMENT

THIS ADDENDUM to Consulting Agreement made effective as of the 13th of November, 2014 (the "**Effective** Date")

BETWEEN:

CANNABIS SCIENCE, INC., a Corporation duly incorporated pursuant to the laws of the State of Nevada and having an office at 6946 N Academy Blvd, Suite B #254, Colorado Springs, CO 80918

AND:

Amandip Jagpal, with an address of Suite 900 – 555 Burrard St, Vancouver, BC V7X 1M8

WHEREAS

A. Cannabis Science, Inc. ("CS") and Amandip Jagpal ("AJ") previously entered into a Consulting Agreement dated November 5, 2013 (the "CA") and attached hereto as Appendix "A";

B. Cannabis Science wishes to clarify compensation due to AJ under the CA; and

C. The parties wish to clarify how consulting fees are to be paid to AJ.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the parties hereby agree to amend the Asset Purchase Agreement as follows:

1. AJ shall be immediately compensated and issued the sum of five million (5,000,000) S-8 registered free-trading shares of common stock in Cannabis Science, Inc. (OTCBB: CBIS) for the second year of services under the CA that started on November 5, 2014.

IN WITNESS WHEREOF this Addendum has been executed and delivered by the parties on the 13th day of November, 2014.

CANNABIS SCIENCE, INC.	CONSULTANT
Per: /s/ *Raymond C. Dabney*	Per: /s/ *Amandip Jagpal*
Raymond C. Dabney, President	Amandip Jagpal

Appendix "A"

Consulting Agreement

ADDENDUM TO CONSULTING AGREEMENT

THIS ADDENDUM to Consulting Agreement made effective as of the 13th of November, 2014 (the "**Effective** Date")

BETWEEN:

CANNABIS SCIENCE, INC., a Corporation duly incorporated pursuant to the laws of the State of Nevada and having an office at 6946 N Academy Blvd, Suite B #254, Colorado Springs, CO 80918

AND:

Harpreet Hayer, with an address of Suite 900 – 555 Burrard St, Vancouver, BC V7X 1M8

WHEREAS

A. Cannabis Science, Inc. ("CS") and Harpreet Hayer ("HH") previously entered into a Consulting Agreement dated November 5, 2013 (the "CA") and attached hereto as Appendix "A";

B. Cannabis Science wishes to clarify compensation due to HH under the CA; and

C. The parties wish to clarify how consulting fees are to be paid to HH.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the parties hereby agree to amend the Asset Purchase Agreement as follows:

1. HH shall be immediately compensated and issued the sum of five million (5,000,000) S-8 registered free-trading shares of common stock in Cannabis Science, Inc. (OTCBB: CBIS) for the second year of services under the CA that started on November 5, 2014.

IN WITNESS WHEREOF this Addendum has been executed and delivered by the parties on the 13th day of November, 2014.

CANNABIS SCIENCE, INC.	CONSULTANT
Per: /s/ *Raymond C. Dabney*	Per: /s/ *Harpreet Hayer*
Raymond C. Dabney, President	Harpreet Hayer

Appendix "A"

Consulting Agreement

DEBT SETTLEMENT AGREEMENT

THIS AGREEMENT is dated for reference the 18th day of December, 2014.

BETWEEN:

Cannabis Science, Inc., a company incorporated under the laws of Nevada and having an office at 6946 N Academy Blvd., Suite B 254, Colorado Springs, CO 80918

(the "**Company**")

OF THE FIRST PART

AND:

Intrinsic Capital Corp., a company incorporated under the laws of Nevada **,** having an address at #1516 E. Tropicana Ave, Suite 155, Las Vegas NV 89119

(the "**Creditor**")

OF THE SECOND PART

WHEREAS:

A. The Company is indebted to the Creditor in the total amount of US $20,000 (the " **Debt**") as at December 18, 2014;

B. The Company wishes to settle the Debt by issuing to the Creditor, or its assigns, shares of common stock of the Company and the Creditor is prepared to accept the shares in full satisfaction of the Debt.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and of the covenants and agreements set out in this Agreement, the parties agree as follows:

1. **ACKNOWLEDGMENT OF DEBT**

1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debt.

1.2 The Debt was recorded on the books of the Company on July 23, 2013.

2. **ISSUANCE OF SHARES**

2.1 The Company agrees to issue to the Creditor and the Creditor agrees to accept 20,000,000 shares of common stock of the Company (the "Shares") at a deemed price of US $0.001 per Share as full and final payment of the Debt.

2.2 The Creditor agrees that the Debt will be fully satisfied and extinguished when the Company delivers the Shares to the Creditor, and subject only to the issuance of the Shares, the Creditor releases and forever discharges the Company, its subsidiaries and their respective directors, officers, and employees from and against any and all claims, actions, obligations, and damages whatsoever which the Creditor may have against any of them relating to the Debt. This release will be operative from and after the date of completion of the transaction contemplated by this Agreement and will be effective without the delivery of any further release or other documents by the Creditor to the Company.

3. **REPRESENTATIONS OF CREDITOR**

The Creditor represents, warrants and acknowledges to the Company that:

(a) the Debt constitutes the outstanding indebtedness with respect to the Debt of the Company to the Creditor as at December 18, 2014, including principal, interest to the date hereof and costs;

(b) the Creditor has not conveyed, transferred or assigned any portion of the Debt to any third party, and has full right, power and authority to enter into this Agreement and to accept the Shares in full and final satisfaction of the Debt;

(c) no third party has any right to payment of all or any portion of the Debt;

(d) the Creditor has no claims or potential claims against the Company on account of any matter whatsoever, other than the Debt;

(e) if the Creditor is a corporation or legal entity other than an individual, all necessary corporate or other action has been taken by the Creditor to approve this Agreement;

(f) the Company is relying on exemptions from registration and prospectus requirements of applicable securities laws in the United States to issue the Shares to the Creditor;

(g) the Creditor is not acquiring the Shares as a result of any material information that the Company has not generally disclosed to the public; and

(h) the Shares will be subject to resale restrictions as required by applicable securities law and the Creditor will seek its own independent legal advice regarding such resale restrictions imposed on the Shares.

The Company's obligation to complete the transactions contemplated hereby is subject to the foregoing representations and warranties being true and correct at the date of this Agreement and at the time of closing. Such representations and warranties will survive the closing of the transactions contemplated hereby and will continue in full force and effect for the benefit of the Company for a period of five years from the date of issuance of the Shares to the Creditor. The Creditor will indemnify the Company from and against any and all claims, damages, losses and costs arising from such representations ad warranties being incorrect or breached.

4. **GENERAL PROVISIONS**

4.1 Time will be of the essence of this Agreement.

4.2 The Company and the Creditor will sign all other documents and do all other things reasonably necessary to carry out this Agreement.

4.3 The provisions contained in this Agreement constitute the entire agreement between the parties and supersede all previous understandings, communications, representations, and agreements, whether written or verbal, between the parties regarding the subject matter of this Agreement.

4.4 All dollar amounts referred to in this Agreement are expressed in United States currency, unless otherwise indicated.

4.5 This Agreement will enure to the benefit of and be binding on each of the parties and their respective heirs, executors, administrators, successors, and assigns.

4.6 This Agreement may be signed in counterparts, both of which will constitute one agreement.

4.7 This Agreement supersedes and replaces any prior agreements between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date written on the first page of this Agreement.

CANNABIS SCIENCE, INC

Per: */s/ Raymond C. Dabney*

Raymond C. Dabney, Director and President

Intrinsic Capital Corp.

Per: */s/ J. Scott Munro*

J. Scott Munro, President

INDEPENDENT CONSULTING AGREEMENT

THIS INDEPENDENT CONSULTING AGREEMENT (the "**Agreement**") effective as of the day of 1st day of January, 2015 (the **Effective Date**"), entered into between **Cannabis Science, Inc.**, a Nevada corporation, with its principal offices located at 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 (the "**Company**" or "**CBIS**") and **Intrinsic Venture Corp**, a British Columbia corporation, with its principal offices located at Suite 1060 – 1055 West Hastings St., Vancouver, BC V6E 2E9 (the "**Consultant**") in connection with the provision of the Consultant's services to the Company.

WHEREAS:

A. The Company is in the business of manufacturing, marketing and distributing legal cannabis/hemp products worldwide;

B. The Company wishes to engage the services of the Consultant as an independent contractor of the Company; and

C. The Company and the Consultant have agreed to enter into a consulting agreement for their mutual benefit.

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS A CONSULTANT

1.1 The Company hereby engages the Consultant as an independent contractor of the Company, to provide services related to accounting, business, and financial services as further described in Section 3.1 as requested by the Company or its subsidiaries from time to time, (collectively the "**Services**") and the Consultant accepts such engagement on the terms and conditions set forth in this Agreement.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of the Effective Date and shall continue for a period of one (1) year or until terminated earlier pursuant to Sections 13 or 14 herein (the " **Term**"). This Agreement shall automatically renew for an additional one (1) year term at the end of the Term. Compensation for renewal terms shall be in accordance with Section 4 unless modified at the Company's and the Consultant's mutual agreement.

3. CONSULTANT SERVICES

3.1 The Company engages the Consultant to provide services related to accounting, business administration, financial services, financing, executive and administrative support, mergers and acquisitions, structuring, and such other services as mutually agreed between the parties from time to time.

3.2 In providing the Services the Consultant shall:

- be permitted by the Company to engage third-parties to perform such duties and services, professional or otherwise, from time to time for the Consultant to satisfy the provision of the Services under this Agreement;
- comply with all applicable local statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company;
- not disclose, release or publish any information regarding the Company without the prior written consent of the Company; and
- subject to section 5 herein, not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without the Company's prior written consent.

3.3 The Consultant operates an independent business with its own assets, personnel, office, and operations (the "Operations") and at no time shall this Agreement be misconstrued such that the Consultant's Operations are inferred or described as those of the Company whether directly or indirectly. The Company shall not be permitted to use the office address of the Consultant for conducting any of its own direct business or operations outside of the Services performed by the Consultant on behalf of the Company pursuant to this Consulting Agreement.

4. CONSULTANT COMPENSATION

4.1 Settlement of Past Amounts Due. The Company shall issue 6,000,000 Rule 144 restricted shares of its common stock to settle consulting fees of $300,000 owing for 2014 and the Consultant agrees to waive any interest on the outstanding fees.

4.2 Consulting Fees. The Company shall pay to the Consultant twenty five thousand dollars ($25,000) per month within 30-days of invoicing for the independent contractor Services provided to the Company by the Consultant as compensation for services provided over the Term and any renewal periods pursuant to this Agreement. At the Company's sole discretion, it may pay the Consultant in either cash or an equivalent dollar amount of Company Rule 144 restricted common shares. The Company and the Consultant may mutually agree on increasing the Consulting Fees based on the level of services provided on a month-to-month basis.

4.3 Invoicing. The Consultant shall invoice the Company monthly.

4.4 Interest on Overdue Amounts. The Company shall pay 1% interest per month on any amounts overdue 30-days or greater.

4.5 Termination. In the event of termination of this Agreement by either party irrespective of a breach, default or other event deemed to have terminated this Agreement, all shares issued under Sections 4.1 and 4.2 of this Agreement shall remain the express property and ownership of the Consultant. The Company waives all rights and claims of ownership or control to the shares upon issuance to the Consultant.

5. REIMBURSEMENT OF EXPENSES

5.1 The parties agree that the Compensation hereunder shall be inclusive of any and all expenses incurred by the Consultant on the Company's behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. The Company shall reimburse the Consultant for any bona fide expenses incurred by the Consultant on behalf of the Company in connection with the provision of the Services provided that the Consultant submits to the Company an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to the Company within 10 days after the Consultant incurs such expenses. This excludes any monies paid to third parties at the request of the Company which are deemed loans by the Consultant to the Company whether directly or indirectly. Such loans shall secured by promissory notes by the Company.

6. CONFIDENTIALITY

6.1 The Consultant shall not disclose to any third party without the prior consent of the Company any financial or business information concerning the business, affairs, plans and programs of the Company its Directors, officers, shareholders, employees, or consultants (the "**Confidential Information**"). The Consultant shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the Consultant is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the Consultant shall, at the Company's request, execute a confidentiality and non-disclosure agreement in a form mutually agreed upon by the Company and the Consultant.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The Consultant agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights (including, without limitation, all copyright) which the Consultant may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The Consultant hereby waives any moral rights of authors or similar rights the Consultant may have in or to the results and proceeds of the Consulting Services hereunder.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Consultant represents, warrants and covenants to the Company that the Consultant is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company hereunder.

9. INDEMNIFICATION

9.1 the Consultant shall indemnify and hold harmless the Company, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Consultant of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Consultant.

9.2 the Company shall indemnify and hold harmless the Consultant, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Company of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Company.

10. NO OBLIGATION TO PROCEED

10.1 Nothing herein contained shall in any way obligate the Company to use the Services hereunder or to exploit the results and proceeds of the Services hereunder; provided that, upon the condition that the Consultant is not in material default of the terms and conditions hereof, nothing contained in this section 12.1 shall relieve the Company of its obligation to deliver to the Consultant the Compensation. All of the foregoing shall be subject to the other terms and conditions of this Agreement (including, without limitation, the Company's right of termination, disability and default).

11. RIGHT OF TERMINATION

11.1 The Company and the Consultant shall each have the right to terminate this Agreement at any time in its sole discretion by giving not less than 30 days written notice after eleven months of service to the other of same. The Company's right of termination pursuant to this section 13.1 shall be in addition to the Company's rights pursuant to below section 14.

12. DEFAULT/DISABILITY

12.1 No act or omission of the Company hereunder shall constitute an event of default or breach of this Agreement unless the Consultant shall first notify the Company in writing setting forth such alleged breach or default and the Company shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). Upon any material breach or default by the Consultant of any of the terms and conditions hereof, or the terms and conditions of any other agreement between the Company and the Consultant for the services of the Consultant, the Company shall immediately have the right to suspend or to terminate this Agreement and any other agreement between the Company and the Consultant for the services of the Consultant.

12.2 No act or omission of the Consultant hereunder shall constitute an event of default or breach of this Agreement unless the Company shall first notify the Consultant in writing setting forth such alleged breach or default and the Consultant shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). Upon any material breach or default by the Company of any of the terms and conditions hereof, or the terms and conditions of any other agreement between the Company and the Consultant for the services of the Company, the Consultant shall immediately have the right to suspend or to terminate this Agreement and any other agreement between the Company and the Consultant for the services of the Consultant.

13. COMPANY'S REMEDIES

13.1 The services to be rendered by the Consultant hereunder and the rights and privileges herein granted to the Company are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the Consultant of any of the provisions of this Agreement shall cause the Company irreparable injury and damages. The Consultant expressly agrees that the Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the Consultant. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company may have in the premises for damages or otherwise.

14. INDEPENDENT CONTRACTORS

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the parties for any purpose whatsoever. Except as may be expressly provided herein, neither party may be held responsible for the acts either of omission or commission of the other party, and neither party is authorized, or has the power, to obligate or bind the other party by contract, agreement, warranty, representation or otherwise in any manner. It is expressly understood that the relationship between the parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company may assign this Agreement, in whole or in part, at any time to any party, as the Company shall determine in its sole discretion; provided that, no such assignment shall relieve the Company of its obligations hereunder unless consented to by the Consultant in writing. The Consultant may assign amounts owing to the Consultant under this Agreement to any third party without consent of the Company.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, to the party to be notified. Notice to each party shall be deemed to have been duly given upon delivery, personally or by courier, addressed to the attention of the officer at the address set forth heretofore, or to such other officer or addresses as either party may designate, upon at least ten days written notice, to the other party.

(h) Entire agreement**.** This Agreement contains the entire understanding and agreement among the parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by all parties.

(i) Waiver**.** A delay or failure by any party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. In the event that the document is signed by one party and faxed to another the parties agree that a faxed signature shall be binding upon the parties to this agreement as though the signature was an original.

(k) Successors**.** The provisions of this Agreement shall be binding upon all parties, their successors and permitted assigns.

(l) Counsel**.** The parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

(m)Governing Law. This Agreement will be governed by, and will be construed in accordance with, the laws of the State of Nevada, without regard to its conflict of law rules.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

CANNABIS SCIENCE, INC.

Per: /s/ *Raymond C. Dabney*

Raymond C. Dabney, CEO/President

Per: /s/ *Chad S. Johnson*

Chad S. Johnson, Esq.,
Director, General Legal Counsel

CONSULTANT:

Per: /s/ *J. Scott Munro*

J. Scott Munro, President

EXECUTIVE MANAGEMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") dated November 25, 2014 and effective as of January 1, 2015 (the " **Effective Date**"), is entered into between **Cannabis Science, Inc., a Nevada Corporation**, with its principal registered address of 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 USA email: raymond@cannabisscience.com (the " **Company**" or "**CBIS**") and Chad S. Johnson with address of 1754 Willard Street NW #3, Washington, DC 20009 email: chad.johnson@cannabisscience.com (hereinafter referred to as the " **Executive**") in connection with the provision of the Executive's services to the Company. The Company and the Executive may be referred to herein as the "Parties" or each as a "Party".

WHEREAS:

A. The Company is in the business of developing, manufacturing, marketing, and distributing legal cannabinoid-based and other products, particularly pharmaceutical products, worldwide;
B. The Executive is currently a director and officer of the Company with a management agreement, as amended, and this Agreement will supersede the prior management agreement with the Company.

C. The Company wishes to engage the services of the Executive to serve as Director, COO and General Counsel, and additional roles already existing in the Company including committees, subsidiaries and affiliates, using best efforts in the mission to further the interests of the Company; and

D. The Company and the Executive have agreed to enter into an executive management agreement for their mutual benefit.

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS EXECUTIVE

1.1 The Company, meant throughout this Agreement to mean the Company's governing body or Board of Directors, hereby engages the Executive to continue to undertake the duties and titles of Director, COO, General Counsel, Secretary, and various other positions with committees, subsidiaries and affiliates as are already effective, and the Executive agrees to exercise those powers on a best efforts basis on behalf of the Company, (collectively the "**Services**") and the Executive accepts such engagement on the terms and conditions set forth in this Agreement.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of the Effective Date and shall continue for five (5) years or until terminated earlier pursuant to Sections 10, 11 and 12 herein (the " **Term**"). Any renewal period for this Agreement shall be at the sole discretion of the Company along with the renewal term including any compensation for services during the renewal term.

3. EXECUTIVE SERVICES

3.1 The Executive shall undertake and perform the duties and responsibilities commonly associated with acting in the capacities of defined or listed in Section 1.1. The Executive agrees that his duties may be reasonably modified at the Company's and the Executive's mutual agreement from time to time.

3.2 In providing the Services the Executive shall:

- comply with all applicable local, state, provincial, national and federal statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company;
- not disclose, release or publish any information regarding the Company without the prior written consent of the Company; and
- not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without the Company's prior written consent as provided by the Company's Board of Directors.

4. EXECUTIVE COMPENSATION

4.1 Fees. As monthly compensation for the provision of the Services, the Company shall pay the Executive or his assigns fifteen thousand dollars ($15,000.00) or an equivalent dollar amount of Company S-8 free trading common shares to the Executive, the choice of cash or S-8 shares to be at the sole discretion of the Company (the Executive preferring cash payments) and may at the Company's sole discretion make payments on a quarterly basis rather than a monthly basis for administrative ease. In the event of material non-payment, the Executive shall have the right to terminate the Services pursuant to Section 12.

4.2 Shares. As further compensation for the provision of the Services, the Company shall pay to the Executive three million five hundred thousand (3,500,000) newly issued fully paid and earned S-8 free-trading shares of Company common stock and to the Executive or his assigns five million (5,000,000) newly issued fully paid and earned Rule 144 restricted shares of Company common stock, par value $0.001 per share, on January 1, 2015, priced at the closing of the last trading day of 2014, and each successive January 1st for the duration of this Agreement the Company shall pay to the Executive two million five hundred thousand (2,500,000) newly issued fully paid and earned S-8 free-trading shares of Company common stock and to the Executive or his assigns three million (3,000,000) newly issued fully paid and earned Rule 144 restricted shares of Company common stock, par value $0.001 per share, priced at the closing of the last trading day of the prior year. In the event of activation/issuance of any additional classes of Company shares other than preferred/control shares, the Executive shall have the right to a similar value of annual shares of such other class as provided in this Section at the Executive's sole discretion. In the event of termination by the Company, half of all the unissued future shares contemplated in this Agreement will be issued to the Executive, fully vested, earned and paid as of the termination date.

4.3 Options. The Company commits to the establishment of an incentive options program in the first two quarters of 2015 for its directors and officers, which will include the Executive.

4.4 Performance Bonus. As further compensation based on job performance, product development and branding, product sales, achievement of project or operational milestones, the Company is committed to providing an additional bonus schedule for the Executive on a semi-annual basis in the form of stock, options, or cash payments at the discretion of the Company.

5. EXECUTIVE EXPENSES AND DEVELOPMENT COSTS

5.1 The Parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the Executive on the Executive's own behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. Notwithstanding the foregoing, the Company shall reimburse the Executive for any bona fide expenses such as Company travel, lodging, meals and events, and telephone incurred by the Executive on behalf of the Company in connection with the provision of the Services provided that the Executive submits to the Company an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to the Company after the Executive incurs such expenses. However, the Company shall have no obligation to reimburse the Executive for any single expense in excess of $5,000 or $10,000.00 in the aggregate without the express prior written approval of the Company's Board of Directors.

6. CONFIDENTIALITY

6.1 The Executive shall not disclose to any third party without the prior consent of the Company any financial or business information concerning the business, affairs, plans and programs of the Company its Directors, officers, shareholders, employees, or Executives (the "**Confidential Information**"). The Executive shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the Executive is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the Executive shall, at the Company's request, execute a confidentiality and non-disclosure agreement in a form mutually agreed upon by the Company and the Executive.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The Executive agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights which the Executive may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The Executive hereby waives any moral rights of authors or similar rights the Executive may have in or to the results and proceeds of the consulting Services hereunder.

7.2 The Executive retains the right of prior approval of any public statements or publications by the Company using the Executive's name, such as press releases and website pages.
7.3 The Company shall have the right to apply for and take out, at the Company's expense, life, health, accident, or other insurance covering the Executive, in any amount the Company deems

necessary to protect the Company's interest hereunder. The Executive shall not have any right, title, or interest in or to such insurance.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Executive represents, warrants and covenants to the Company as follows:

(a) The Executive is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company hereunder;

(b) The Executive is not under any physical or mental disability that would hinder the performance of her duties under this Agreement; and

(c) The Company will provide and disclose all legal and commercial information to the Executive that is necessary to perform Executive's duties.

9. INDEMNIFICATION

9.1 Each Party shall indemnify and hold harmless the other Party, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, attorneys, auditors, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Party of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Party.

10. NO OBLIGATION TO PROCEED.

10.1 Nothing herein contained shall in any way obligate the Company to use the Services hereunder or to exploit the results and proceeds of the Services hereunder; provided that, upon the condition that the Executive is not in material default of the terms and conditions hereof, nothing contained in this section 10.1 shall relieve the Company of its obligation to deliver to the Executive the Compensation. All of the foregoing shall be subject to the other terms and conditions of this Agreement (including, without limitation, the Company's right of termination, disability and default).

11. RIGHT OF TERMINATION.

11.1 The Company and the Executive shall each have the right to terminate this Agreement at any time in its sole discretion by giving not less than one hundred twenty (120) days' written notice consistent with Section 12 below. Upon termination of this Agreement the Executive shall continue to work with the Company to fulfill the obligations of this Agreement during the notice period and this period will be paid for per terms of this Agreement.

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12. DEFAULT/BREACH

12.1 No act or omission of the Company hereunder shall constitute an event of default or breach of this Agreement unless the Executive shall first notify the Company in writing setting forth such alleged breach or default and the Company shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). No act or omission of the Executive hereunder shall constitute an event of default or breach of this Agreement unless the Company shall first notify the Executive in writing setting forth such alleged breach or default and the Executive shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). Either Party may terminate the Agreement if there is an event of default or breach of this Agreement that the other Party does not cure or attempt to cure pursuant to the clear intent of this Section.

13. COMPANY'S REMEDIES.

13.1 The services to be rendered by the Executive hereunder and the rights and privileges herein granted to the Company are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the Executive of any of the provisions of this Agreement shall cause the Company irreparable injury and damages. The Executive expressly agrees that the Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the Executive. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company may have in the premises for damages or otherwise.

14. INDEPENDENT CONTRACTORS.

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the Parties for any purpose whatsoever. Except as may be expressly provided herein, neither Party may be held responsible for the acts either of omission or commission of the other Party, and neither Party is authorized, or has the power, to obligate or bind the other Party by contract, agreement, warranty, representation or otherwise in any manner except by agreement the Company's Board of Directors. It is expressly understood that the legal relationship between the Parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said Party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company and the Executive may assign this Agreement only with the prior written consent of the other Party.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, and emailed to, the Party to be notified. Notice to each Party shall be deemed to have been duly given upon delivery, personally or by courier, to the physical and email addresses of the other Party at that Party's physical and email addresses provided on page one (1) of this Agreement, which may be updated over time with at least ten days written notice, to the other Party.

(h) Entire Agreement**.** This Agreement contains the entire understanding and agreement among the Parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by all Parties. This Agreement supersedes prior management and/or consulting agreements with the Company and the Executive.

(i) Waiver**.** A delay or failure by any Party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Counterparts expressly may include electronic counterparts with electronic signatures transmitted through electronic means.

(k) Successors**.** The provisions of this Agreement shall be binding upon all Parties, their successors and permitted assigns.

(l) Counsel**.** The Parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

(m) Additional Provisions. The Parties agree that the Executive shall serve as a manager of the Company's affiliate, Michigan Green Technologies LLC, and as an executive of any joint venture formed between the Company and Unistraw of Singapore with operations in India.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

CANNABIS SCIENCE, INC.

/s/ *Raymond C. Dabney*

Raymond C. Dabney, President/CEO/Director/Co-Founder

/s/ *Chad S. Johnson*

Chad S. Johnson, Esq., COO/Director/Secretary/General Counsel

EXECUTIVE:

By:

/s/ *Chad S. Johnson*

Chad S. Johnson

CONSULTING AGREEMENT

THIS AGREEMENT (the "**Agreement**") effective as of the fifteenth (15th) day of January 2015 (the " **Effective Date**"), entered into between **Cannabis Science, Inc. a Nevada Corporation**, with its principal offices located at 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 (the "**Company**" or "**CBIS**") and **Richard C. Cowan**, an individual having an address at Calle Velazquez 57, Apartment 7º Izq, 28001 Madrid, Spain (the "**Consultant**") in connection with the provision of the Consultant's services to the Company.

WHEREAS:

A. The Company is in the business of manufacturing, marketing and distributing legal cannabinoid products worldwide, and related consulting operations;

B. The Company wishes to engage the services of the Consultant as an independent contractor of the Company; and

C. The Company and the Consultant have agreed to enter into a consulting agreement for their mutual benefit.

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS A CONSULTANT

1.1 The Company hereby engages the Consultant as an independent contractor of the Company effective January 15, 2015 at which date the Services shall commence, to undertake the duties and title of Consultant and agrees to exercise those powers as requested by the Company or its subsidiaries from time to time, (collectively the "**Services**") and the Consultant accepts such engagement on the terms and conditions set forth in this Agreement.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of January 15, 2015 and shall continue for two (2) years or unless terminated earlier pursuant to Sections 10 through 12 herein (the " **Term**"). Any renewal period for this Agreement shall be at the sole discretion of the Company in negotiation with the Consultant, along with the renewal term, if agreed to, including any compensation for services during any renewal term.

3. CONSULTANT SERVICES

3.1 The Consultant shall undertake and perform the duties and responsibilities commonly associated with acting in the capacity of a global Consultant with specific and substantial expertise in corporate management, political and legal strategy, and media advising in the legal cannabis and industries on a worldwide basis. The Consultant agrees that his duties may be reasonably modified at the Company's and the Consultant's mutual agreement from time to time.

3.2 In providing the Services the Consultant shall:

- comply with all applicable local statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company;
- not disclose, release or publish any information regarding the Company without the prior written consent of the Company; and
- not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without the Company's prior written consent.

4. CONSULTANT COMPENSATION

4.1 Shares. As compensation for the provision of the Services, the Company shall pay the Consultant fifteen million (15,000,000) fully paid and non-assessable restricted Rule 144 common shares of Company common stock, par value $0.001 per share.

4.2 Performance Bonus. As further compensation based on job performance, branding, product sales, achievement of project or operational milestones, the Company has the option at its sole discretion to provide an additional bonus schedule of shares for the Consultant.

5. NO REIMBURSEMENT OF EXPENSES

5.1 The parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the Consultant on the Consultant's own behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. Notwithstanding the foregoing, the Company shall reimburse the Consultant for any bona fide expenses incurred by the Consultant on behalf of the Company in connection with the provision of the Services provided that the Consultant submits to the Company an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to the Company within (ten) 10 days after the Consultant incurs such expenses. However, the Company shall have no obligation to reimburse the Consultant for any single expense in excess of $500 dollars or $3,000.00 dollars in the aggregate without the express prior written approval of the Company's Board of Directors.

6. CONFIDENTIALITY

6.1 The Consultant shall not disclose to any third party without the prior consent of the Company any financial or business information concerning the business, affairs, plans and programs of the Company its Directors, officers, shareholders, employees, or consultants (the "**Confidential Information**"). The Consultant shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the Consultant is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the Consultant shall, at the Company's request, execute (or re-execute) the Company's standard confidentiality, non-disclosure and non-circumvention agreement to be in effect for five (5) years from the Effective Date.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The Consultant agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights (including, without limitation, all copyright) which the Consultant may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The Consultant hereby waives any moral rights of authors or similar rights the Consultant may have in or to the results and proceeds of the Consulting Services hereunder.

7.2 The Company shall have the right to apply for and take out, at the Company's expense, life, health, accident, or other insurance covering the Consultant, in any amount the Company deems necessary to protect the Company's interest hereunder. The Consultant shall not have any right, title or interest in or to such insurance.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Consultant represents, warrants and covenants to the Company as follows:

(a) the Consultant is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company hereunder; and

(b) the Consultant is not under any physical or mental disability that would hinder the performance of his duties under this Agreement.

9. INDEMNIFICATION

9.1 The Consultant shall indemnify and hold harmless the Company, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Consultant of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Consultant.

9.2 The Company shall indemnify and hold harmless the Consultant, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Company of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Company.

10. NO OBLIGATION TO PROCEED.

10.1 Nothing herein contained shall in any way obligate the Company to use the Services hereunder or to exploit the results and proceeds of the Services hereunder; provided that, upon the condition that the Consultant is not in material default of the terms and conditions hereof, nothing contained in this section 10.1 shall relieve the Company of its obligation to deliver to the Consultant the Compensation. All of the foregoing shall be subject to the other terms and conditions of this Agreement (including, without limitation, the Company's right of termination, disability and default).

11. RIGHT OF TERMINATION.

11.1 The Company and the Consultant shall each have the right to terminate this Agreement at any time in its sole discretion by giving not less than ninety (90) days written notice. Upon termination of this Agreement all shares issued to the Consultant shall be considered paid in full and fully earned. Upon termination of this Agreement the Consultant shall continue to work with the Company for the notice period to fulfill the obligations of this Agreement.

12. DEFAULT/DISABILITY.

12.1 No act or omission of the Company hereunder shall constitute an event of default or breach of this Agreement unless the Consultant shall first notify the Company in writing setting forth such alleged breach or default and the Company shall cure said alleged breach or default within ten (10) days after receipt of such notice (or commence said cure within said ten (10) days if the matter cannot be cured in ten (10) days, and shall diligently continue to complete said cure). No act or omission of the Consultant hereunder shall constitute an event of default or breach of this Agreement unless the Company shall first notify the Consultant in writing setting forth such alleged breach or default and the Consultant shall cure said alleged breach or default within ten (10) days after receipt of such notice (or commence said cure within said ten (10) days if the matter cannot be cured in ten (10) days, and shall diligently continue to complete said cure).

13. COMPANY'S REMEDIES.

13.1 The services to be rendered by the Consultant hereunder and the rights and privileges herein granted to the Company are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the Consultant of any of the provisions of this Agreement shall cause the Company irreparable injury and damages. The Consultant expressly agrees that the Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the Consultant. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company may have in the premises for damages or otherwise.

14. INDEPENDENT CONTRACTORS.

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the parties for any purpose whatsoever. Except as may be expressly provided herein, neither party may be held responsible for the acts either of omission or commission of the other party, and neither party is authorized, or has the power, to obligate or bind the other party by contract, agreement, warranty, representation or otherwise in any manner. It is expressly understood that the relationship between the parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company may assign this Agreement, in whole or in part, at any time to any party, as the Company shall determine in its sole discretion; provided that, no such assignment shall relieve the Company of its obligations hereunder unless consented to by the Consultant in writing. The Consultant may assign this Agreement with the prior written consent of the Company.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, to the party to be notified. Notice to each party shall be deemed to have been duly given upon delivery, personally or by courier, addressed to the attention of the officer at the address set forth heretofore, or to such other officer or addresses as either party may designate, upon at least ten days written notice, to the other party.

(h) Entire agreement**.** This Agreement contains the entire understanding and agreement among the parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by all parties.

(i) Waiver**.** A delay or failure by any party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. In the event that the document is signed by one party and faxed to another the parties agree that a faxed signature shall be binding upon the parties to this agreement as though the signature was an original.

(k) Successors**.** The provisions of this Agreement shall be binding upon all parties, their successors and permitted assigns.

(l) Counsel**.** The parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

[Signatures Follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

CANNABIS SCIENCE, INC.

Per: /s/ *Raymond C. Dabney*

Raymond C. Dabney, Director/CEO/President

Per: /s/ *Chad S. Johnson*

Chad S. Johnson, Esq., Director/COO/General Counsel

CONSULTANT:

Per: /s/ *Richard C. Cowan*

Richard C. Cowan

DEBT SETTLEMENT AGREEMENT

THIS AGREEMENT is dated for reference the 15th day of January 2015.

BETWEEN:

Cannabis Science, Inc., a company incorporated under the laws of
Nevada and having an office at 6946 N Academy Blvd., Suite B 254, Colorado Springs, CO 80918

(the "**Company**")

OF THE FIRST PART

AND:

Richard C. Cowan, an individual having an address at Calle Velazquez 57,
Apartment 7º Izq, 28001, Madrid, Spain

(the "**Creditor**")

OF THE SECOND PART

WHEREAS:

A. The Company is indebted to the Creditor in the total amount of US $150,000.00 (the " **Debt**") as of January 15, 2015;

B. The Company wishes to settle the Debt by issuing to the Creditor, or its assigns, shares of common stock of the Company and the Creditor is prepared to accept the shares in full satisfaction of the Debt.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and of the covenants and agreements set out in this Agreement, the parties agree as follows:

1. **ACKNOWLEDGMENT OF DEBT**

1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debt.

1.2 The Debt was recorded on the books of the Company on November 6, 2013 ($115,000.00) and on November 7, 2013 ($35,000.00).

2. **ISSUANCE OF SHARES**

2.1 The Company agrees to issue to the Creditor and the Creditor agrees to accept fifteen million (15,000,000) shares of free trading common stock of the Company (the "Shares") at a deemed price of US $0.01 per Share as full and final payment of the Debt.

2.2 The Creditor agrees that the Debt will be fully satisfied and extinguished when the Company delivers the Shares to the Creditor, and subject only to the issuance of the Shares, the Creditor releases and forever discharges the Company, its subsidiaries and their respective directors, officers, and employees from and against any and all claims, actions, obligations, and damages whatsoever which the Creditor may have against any of them relating to the Debt. This release will be operative from and after the date of completion of the transaction contemplated by this Agreement and will be effective without the delivery of any further release or other documents by the Creditor to the Company.

3. **REPRESENTATIONS OF CREDITOR**

The Creditor represents, warrants and acknowledges to the Company that:

(a) the Debt constitutes the outstanding indebtedness with respect to the Debt of the Company to the Creditor as at January 15, 2015, including principal, interest to the date hereof and costs;

(b) the Creditor has not conveyed, transferred or assigned any portion of the Debt to any third party, and has full right, power and authority to enter into this Agreement and to accept the Shares in full and final satisfaction of the Debt;

(c) no third party has any right to payment of all or any portion of the Debt;

(d) the Creditor has no claims or potential claims against the Company on account of any matter whatsoever, other than the Debt;

(e) if the Creditor is a corporation or legal entity other than an individual, all necessary corporate or other action has been taken by the Creditor to approve this Agreement;

(f) the Company is relying on exemptions from registration and prospectus requirements of applicable securities laws in the United States to issue the Shares to the Creditor;

(g) the Creditor is not acquiring the Shares as a result of any material information that the Company has not generally disclosed to the public; and

(h) the Shares will be subject to resale restrictions as required by applicable securities law and the Creditor will seek its/his own independent legal advice regarding such resale restrictions imposed on the Shares.

The Company's obligation to complete the transactions contemplated hereby is subject to the foregoing representations and warranties being true and correct at the date of this Agreement and at the time of closing. Such representations and warranties will survive the closing of the transactions contemplated hereby and will continue in full force and effect for the benefit of the Company for a period of five years from the date of issuance of the Shares to the Creditor. The Creditor will indemnify the Company from and against any and all claims, damages, losses and costs arising from such representations ad warranties being incorrect or breached.

4. **GENERAL PROVISIONS**

4.1 Time will be of the essence of this Agreement.

4.2 The Company and the Creditor will sign all other documents and do all other things reasonably necessary to carry out this Agreement.

4.3 The provisions contained in this Agreement constitute the entire agreement between the parties and supersede all previous understandings, communications, representations, and agreements, whether written or verbal, between the parties regarding the subject matter of this Agreement.

4.4 All dollar amounts referred to in this Agreement are expressed in United States currency, unless otherwise indicated.

4.5 This Agreement will enure to the benefit of and be binding on each of the parties and their respective heirs, executors, administrators, successors, and assigns.

4.6 This Agreement may be signed in counterparts (including electronic counterparts which may contain electronic signatures), both or all of which will constitute one agreement.

4.7 This Agreement supersedes and replaces any prior agreements between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date written on the first page of this Agreement.

CANNABIS SCIENCE, INC. (the **"Company**")

Per: /s/ *Raymond C. Dabney*

Raymond C. Dabney, Director, CEO, President

/s/ *Chad S. Johnson*

Chad S. Johnson, Esq., Director, COO, General Counsel

Creditor

Per: /s/ *Richard C. Cowan*

Richard C. Cowan

EXECUTIVE MANAGEMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") dated January 19, 2015 and effective as of January 20, 2015 (the " **Effective Date**"), is entered into between **Cannabis Science, Inc., a Nevada Corporation**, with its principal registered address of 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 USA and email: raymond@cannabisscience.com (the "**Company**" or "**CBIS**") and Robert Kane with address of 11525 Texarkanna Road, Peyton, CO 80831 USA and email: robert.kane@cannabisscience.com (hereinafter referred to as the " **Executive**") in connection with the provision of the Executive's services to the Company. The Company and the Executive may be referred to herein as the "Parties" or each as a "Party".

WHEREAS:

A. The Company is in the business of developing, manufacturing, marketing, and distributing legal cannabinoid-based and other products, particularly pharmaceutical products, worldwide;
B. The Executive is currently a director and officer of the Company with a management agreement, and this Agreement will supersede the prior management agreement with the Company.

C. The Company wishes to engage the services of the Executive to serve as Director and CFO, and additional roles already existing in the Company including committees, subsidiaries and affiliates, using best efforts in the mission to further the interests of the Company; and

D. The Company and the Executive have agreed to enter into an executive management agreement for their mutual benefit.

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS EXECUTIVE

1.1 The Company, meant throughout this Agreement to mean the Company's governing body or Board of Directors, hereby engages the Executive to continue to undertake the duties and titles of Director and CFO, and various other positions with committees, subsidiaries and affiliates as are already effective, and the Executive agrees to exercise those powers on a best efforts basis on behalf of the Company, (collectively the "**Services**") and the Executive accepts such engagement on the terms and conditions set forth in this Agreement. The Parties agree that this Agreement supersedes and replaces the prior agreements of the parties, including the agreement dated November 14, 2013.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of the Effective Date and shall continue for five (5) years or until terminated earlier pursuant to Sections 10, 11 and 12 herein (the " **Term**"). Any renewal period for this Agreement shall be at the sole discretion of the Company along with the renewal term including any compensation for services during the renewal term.

3. EXECUTIVE SERVICES

3.1 The Executive shall undertake and perform the duties and responsibilities commonly associated with acting in the capacities of defined or listed in Section 1.1. The Executive agrees that his duties may be reasonably modified at the Company's and the Executive's mutual agreement from time to time.

3.2 In providing the Services the Executive shall:

- comply with all applicable local, state, provincial, national and federal statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company;
- not disclose, release or publish any information regarding the Company without the prior written consent of the Company; and
- not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without the Company's prior written consent as provided by the Company's Board of Directors.

4. EXECUTIVE COMPENSATION

4.1 Fees. As monthly compensation for the provision of the Services, the Company shall pay the Executive or his assigns fifteen thousand dollars ($15,000.00) or an equivalent dollar amount of Company S-8 free trading common shares to the Executive, the choice of cash or S-8 shares to be at the sole discretion of the Company and may at the Company's sole discretion make payments on a quarterly basis rather than a monthly basis for administrative ease. In the event of material non-payment, the Executive shall have the right to terminate the Services pursuant to Section 12.

4.2 Shares. As further compensation for the provision of the Services, the Company shall pay to the Executive seven million (7,000,000) newly issued fully paid and earned S-8 free-trading shares of Company common stock and to the Executive or his assigns five million (5,000,000) newly issued fully paid and earned Rule 144 restricted shares of Company common stock, par value $0.001 per share, in the month of January, 2015. On or about each successive anniversary of the first issuance for the duration of this Agreement. the Company shall pay to the Executive two million five hundred thousand (2,500,000) newly issued fully paid and earned S-8 free-trading shares of Company common stock and to the Executive or his assigns three million (3,000,000) newly issued fully paid and earned Rule 144 restricted shares of Company common stock, par value $0.001 per share.

4.3 Options. The Company commits to the establishment of an incentive options program in the first two quarters of 2015 for its directors and officers, which will include the Executive.

4.4 Performance Bonus. As further compensation based on job performance, product development and branding, product sales, achievement of project or operational milestones, the Company is committed to providing an additional bonus schedule for the Executive on a semi-annual basis in the form of stock, options, or cash payments at the discretion of the Company.

5. EXECUTIVE EXPENSES AND DEVELOPMENT COSTS

5.1 The Parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the Executive on the Executive's own behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. Notwithstanding the foregoing, the Company shall reimburse the Executive for any bona fide expenses such as Company travel, lodging, meals and events, and telephone incurred by the Executive on behalf of the Company in connection with the provision of the Services provided that the Executive submits to the Company an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to the Company after the Executive incurs such expenses. However, the Company shall have no obligation to reimburse the Executive for any single expense in excess of $5,000 or $10,000.00 in the aggregate without the express prior written approval of the Company's Board of Directors.

6. CONFIDENTIALITY

6.1 The Executive shall not disclose to any third party without the prior consent of the Company any financial or business information concerning the business, affairs, plans and programs of the Company its Directors, officers, shareholders, employees, or Executives (the "**Confidential Information**"). The Executive shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the Executive is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the Executive shall, at the Company's request, execute a confidentiality and non-disclosure agreement in a form mutually agreed upon by the Company and the Executive.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The Executive agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights which the Executive may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The Executive hereby waives any moral rights of authors or similar rights the Executive may have in or to the results and proceeds of the consulting Services hereunder.

7.2 The Executive retains the right of prior approval of any public statements or publications by the Company using the Executive's name, such as press releases and website pages.

7.3 The Company shall have the right to apply for and take out, at the Company's expense, life, health, accident, or other insurance covering the Executive, in any amount the Company deems necessary to protect the Company's interest hereunder. The Executive shall not have any right, title, or interest in or to such insurance.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Executive represents, warrants and covenants to the Company as follows:

(a) The Executive is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company hereunder;

(b) The Executive is not under any physical or mental disability that would hinder the performance of her duties under this Agreement; and

(c) The Company will provide and disclose all legal and commercial information to the Executive that is necessary to perform Executive's duties.

9. INDEMNIFICATION

9.1 Each Party shall indemnify and hold harmless the other Party, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, attorneys, auditors, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Party of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Party.

10. NO OBLIGATION TO PROCEED.

10.1 Nothing herein contained shall in any way obligate the Company to use the Services hereunder or to exploit the results and proceeds of the Services hereunder; provided that, upon the condition that the Executive is not in material default of the terms and conditions hereof, nothing contained in this section 10.1 shall relieve the Company of its obligation to deliver to the Executive the Compensation. All of the foregoing shall be subject to the other terms and conditions of this Agreement (including, without limitation, the Company's right of termination, disability and default).

11. RIGHT OF TERMINATION.

11.1 The Company and the Executive shall each have the right to terminate this Agreement at any time in its sole discretion by giving not less than one hundred twenty (120) days' written notice consistent with Section 12 below. Upon termination of this Agreement the Executive shall continue to work with the Company to fulfill the obligations of this Agreement during the notice period and this period will be paid for per terms of this Agreement.

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12. DEFAULT/BREACH

12.1 No act or omission of the Company hereunder shall constitute an event of default or breach of this Agreement unless the Executive shall first notify the Company in writing setting forth such alleged breach or default and the Company shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). No act or omission of the Executive hereunder shall constitute an event of default or breach of this Agreement unless the Company shall first notify the Executive in writing setting forth such alleged breach or default and the Executive shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). Either Party may terminate the Agreement if there is an event of default or breach of this Agreement that the other Party does not cure or attempt to cure pursuant to the clear intent of this Section.

13. COMPANY'S REMEDIES.

13.1 The services to be rendered by the Executive hereunder and the rights and privileges herein granted to the Company are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the Executive of any of the provisions of this Agreement shall cause the Company irreparable injury and damages. The Executive expressly agrees that the Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the Executive. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company may have in the premises for damages or otherwise.

14. INDEPENDENT CONTRACTORS.

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the Parties for any purpose whatsoever. Except as may be expressly provided herein, neither Party may be held responsible for the acts either of omission or commission of the other Party, and neither Party is authorized, or has the power, to obligate or bind the other Party by contract, agreement, warranty, representation or otherwise in any manner except by agreement the Company's Board of Directors. It is expressly understood that the legal relationship between the Parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said Party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company and the Executive may assign this Agreement only with the prior written consent of the other Party.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, and emailed to, the Party to be notified. Notice to each Party shall be deemed to have been duly given upon delivery, personally or by courier, to the physical and email addresses of the other Party at that Party's physical and email addresses provided on page one (1) of this Agreement, which may be updated over time with at least ten days written notice, to the other Party.

(h) Entire Agreement**.** This Agreement contains the entire understanding and agreement among the Parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by all Parties. This Agreement supersedes prior management and/or consulting agreements with the Company and the Executive.

(i) Waiver**.** A delay or failure by any Party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Counterparts expressly may include electronic counterparts with electronic signatures transmitted through electronic means.

(k) Successors**.** The provisions of this Agreement shall be binding upon all Parties, their successors and permitted assigns.

(l) Counsel**.** The Parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.
(m) Additional Provisions**.** The Parties agree that the Executive shall serve as a manager of the Company's affiliate, Michigan Green Technologies LLC.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

CANNABIS SCIENCE, INC.

Per: */s/ Raymond C. Dabney*

Raymond C. Dabney, President/CEO/Director/Co-Founder

Per: */s/ Chad S. Johnson*

Chad S. Johnson, Esq., COO/Director/Secretary/General Counsel

EXECUTIVE:

By:*/s/ Robert J. Kane*
Robert Kane

CONSULTING MANAGEMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") effective as of the March 26, 2015 (the " **Effective Date**"), entered into between **Cannabis Science, Inc., a Nevada Corporation**, with its principal registered address of 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 USA email: chad.johnson@cannabisscience.com (the "**Company**" or "**CBIS**") Derwin Wallace 6067 Fairington Farms Lane, Lithonia, GA 30038 (hereinafter referred to as the "**CONSULTANT**") in connection with the provision of the CONSULTANT's services to the Company. The Company and the CONSULTANT may be referred to herein as the "Parties" or each as a "Party".

WHEREAS:

A. The Company is in the business of developing, manufacturing, marketing, and distributing legal cannabinoid-based and other products, particularly pharmaceutical products, worldwide;

B. The CONSULTANT will be a Managing CONSULTANT of the Company, and this Agreement will supersede any management consulting agreement with the Company.

C. The Company wishes to engage the services of the CONSULTANT to serve as CONSULTANT to the Company, using best efforts in the mission to further the interests of the Company; and

D. The Company and the CONSULTANT have agreed to enter into a CONSULTANT management agreement for their mutual benefit.

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS CONSULTANT

1.1 The Company hereby engages the Consultant to work exclusively as an independent contractor of the Company, to undertake the duties and title of Investor Relations exclusively for the Company on a fulltime basis, unless mutually agreed by both parties. The Company retains the rights to be unencumbered to work with other Investor Relations consultants as it chooses. The Consultant agrees to exercise those powers as reasonably requested by the Company or its subsidiaries from time to time, (collectively the "**Services**") and the Consultant accepts such engagement on the terms and conditions set forth in this Agreement.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of the Effective Date and shall continue for one (1) year or until terminated earlier pursuant to Sections 10 and 11 herein (the " **Term**"). Any renewal period for this Agreement shall be at the sole discretion of the Company along with the renewal term including any compensation for services during the renewal term.

3. CONSULTANT SERVICES

3.1 The CONSULTANT shall undertake and perform the documentation and tracking of the Company's complete investor relations protocols as directed by the President & CEO along with the duties and responsibilities commonly associated with acting in the capacities of investor relations. The CONSULTANT agrees that his duties may be reasonably modified at the Company's and the CONSULTANT's mutual agreement from time to time.

3.2 In providing the Services the CONSULTANT shall:

- comply with all applicable local, state, provincial, national and federal statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company;
- not disclose, release or publish any information regarding the Company without the prior written consent of the Company; and
- not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without the Company's prior written consent as provided by the Company's Board of Directors.

4. CONSULTANT COMPENSATION

4.1 Shares. the Company shall pay the CONSULTANT for the provision of the Services, the Company shall pay the CONSULTANT or his assigns two million five hundred thousand (2,500,000) newly issued Rule 144 restricted common shares of Company common stock, par value $0.001 per share and two million five hundred thousand (2,500,000) newly issued options to purchase common shares of Company common stock, at $0.04 per share.

4.2 Performance Bonus. As further compensation based on job performance, product development and branding, product sales, achievement of project or operational milestones, the Company is committed to providing an additional bonus schedule for the CONSULTANT on a semi-annual basis in the form of stock, options, or cash payments at the discretion of the Company.

5. CONSULTANT EXPENSES AND DEVELOPMENT COSTS

5.1 The Parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the CONSULTANT on the CONSULTANT's own behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. Notwithstanding the foregoing, the Company shall reimburse the CONSULTANT for any bona fide expenses such as travel and telephone incurred by the CONSULTANT on behalf of the Company in connection with the provision of the Services provided that the CONSULTANT submits to the Company an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to the Company within 10 days after the CONSULTANT incurs such expenses. However, the Company shall have no obligation to reimburse the CONSULTANT for any single expense in excess of $5,000 or $10,000.00 in the aggregate without the express prior written approval of the Company's Board of Directors.

6. CONFIDENTIALITY

6.1 The CONSULTANT shall not disclose to any third party without the prior consent of the Company any financial or business information concerning the business, affairs, plans and programs of the Company its Directors, officers, shareholders, employees, or CONSULTANTs (the "**Confidential Information**"). The CONSULTANT shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the CONSULTANT is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the CONSULTANT shall, at the Company's request, execute a confidentiality and non-disclosure agreement in a form mutually agreed upon by the Company and the CONSULTANT.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The CONSULTANT agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights which the CONSULTANT may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The CONSULTANT hereby waives any moral rights of authors or similar rights the CONSULTANT may have in or to the results and proceeds of the consulting Services hereunder.

7.2 The CONSULTANT retains the right of prior approval of any public statements or publications by the Company using the CONSULTANT's name, such as press releases and website pages.

7.3 The Company shall have the right to apply for and take out, at the Company's expense, life, health, accident, or other insurance covering the CONSULTANT, in any amount the Company deems necessary to protect the Company's interest hereunder. The CONSULTANT shall not have any right, title, or interest in or to such insurance.

8. REPRESENTATIONS AND WARRANTIES

8.1 The CONSULTANT represents, warrants and covenants to the Company as follows:

(a) The CONSULTANT is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company hereunder;

(b) The CONSULTANT is not under any physical or mental disability that would hinder the performance of her duties under this Agreement; and

(c) The Company will provide and disclose all legal and commercial information to the CONSULTANT that is necessary to perform CONSULTANT's duties.

9. INDEMNIFICATION

9.1 Each Party shall indemnify and hold harmless the other Party, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, attorneys, auditors, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Party of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Party.

10. NO OBLIGATION TO PROCEED.

10.1 Nothing herein contained shall in any way obligate the Company to use the Services hereunder or to exploit the results and proceeds of the Services hereunder; provided that, upon the condition that the CONSULTANT is not in material default of the terms and conditions hereof, nothing contained in this section 10.1 shall relieve the Company of its obligation to deliver to the CONSULTANT the Compensation. All of the foregoing shall be subject to the other terms and conditions of this Agreement (including, without limitation, the Company's right of termination, disability and default).

11. RIGHT OF TERMINATION.

11.1 The Company and the CONSULTANT shall each have the right to terminate this Agreement at any time in its sole discretion by giving not less than ninety (90) days written notice. Upon termination of this Agreement the CONSULTANT shall continue to work with the Company to fulfill the obligations of this Agreement during the notice period and this period will be paid for per terms of this Agreement.

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12. DEFAULT/BREACH

12.1 No act or omission of the Company hereunder shall constitute an event of default or breach of this Agreement unless the CONSULTANT shall first notify the Company in writing setting forth such alleged breach or default and the Company shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). No act or omission of the CONSULTANT hereunder shall constitute an event of default or breach of this Agreement unless the Company shall first notify the CONSULTANT in writing setting forth such alleged breach or default and the CONSULTANT shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). Either Party may terminate the Agreement if there is an event of default or breach of this Agreement that the other Party does not cure or attempt to cure pursuant to the clear intent of this Section.

13. COMPANY'S REMEDIES.

13.1 The services to be rendered by the CONSULTANT hereunder and the rights and privileges herein granted to the Company are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the CONSULTANT of any of the provisions of this Agreement shall cause the Company irreparable injury and damages. The CONSULTANT expressly agrees that the Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the CONSULTANT. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company may have in the premises for damages or otherwise.

14. INDEPENDENT CONTRACTORS.

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the Parties for any purpose whatsoever. Except as may be expressly provided herein, neither Party may be held responsible for the acts either of omission or commission of the other Party, and neither Party is authorized, or has the power, to obligate or bind the other Party by contract, agreement, warranty, representation or otherwise in any manner except by agreement the Company's Board of Directors. It is expressly understood that the legal relationship between the Parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said Party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company and the CONSULTANT may assign this Agreement only with the prior written consent of the other Party.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, and emailed to, the Party to be notified. Notice to each Party shall be deemed to have been duly given upon delivery, personally or by courier, to the physical and email addresses of the other Party at that Party's physical and email addresses provided on page one (1) of this Agreement, which may be updated over time with at least ten days written notice, to the other Party.

(h) Entire Agreement**.** This Agreement contains the entire understanding and agreement among the Parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by all Parties. This Agreement supersedes prior management and/or consulting agreements with the Company and the CONSULTANT.

(i) Waiver**.** A delay or failure by any Party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Counterparts expressly may include electronic counterparts with electronic signatures transmitted through electronic means.

(k) Successors**.** The provisions of this Agreement shall be binding upon all Parties, their successors and permitted assigns.

(l) Counsel**.** The Parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

CANNABIS SCIENCE, INC.

Per: */s/ Raymond C. Dabney*

Raymond C. Dabney, President & CEO

CONSULTANT:

By: */s/ Derwin Thomas*

Derwin Thomas

DEBT SETTLEMENT AGREEMENT

THIS AGREEMENT is dated for reference the 20th day of February, 2015.

BETWEEN:

Cannabis Science, Inc., a company incorporated under the laws of Nevada and having an office at 6946 N Academy Blvd., Suite B 254, Colorado Springs, CO 80918

(the "**Company**")

OF THE FIRST PART

AND:

Intrinsic Capital Corp., a company incorporated under the laws of Nevada **,** having an address at #1516 E. Tropicana Ave, Suite 155, Las Vegas NV 89119

(the "**Creditor**")

OF THE SECOND PART

WHEREAS:

A. The Company is indebted to the Creditor in the total amount of US $30,828.08 (the " **Debt**") as at February 20, 2015;

B. The Company wishes to settle the Debt by issuing to the Creditor, or its assigns, shares of common stock of the Company and the Creditor is prepared to accept the shares in full satisfaction of the Debt.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and of the covenants and agreements set out in this Agreement, the parties agree as follows:

1. **ACKNOWLEDGMENT OF DEBT**

1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debt.

1.2 The Debt was recorded on the books of the Company on July 23, 2013 ($18,328.08), August 15, 2013 ($1,250), August 30, 2013 ($1,250), and September 9, 2013 ($10,000) for a total of $30,828.08.

2. **ISSUANCE OF SHARES**

2.1 The Company agrees to issue to the Creditor and the Creditor agrees to accept 30,828,080 shares of common stock of the Company (the "Shares") at a deemed price of US $0.001 per Share as full and final payment of the Debt.

2.2 The Creditor agrees that the Debt will be fully satisfied and extinguished when the Company delivers the Shares to the Creditor, and subject only to the issuance of the Shares, the Creditor releases and forever discharges the Company, its subsidiaries and their respective directors, officers, and employees from and against any and all claims, actions, obligations, and damages whatsoever which the Creditor may have against any of them relating to the Debt. This release will be operative from and after the date of completion of the transaction contemplated by this Agreement and will be effective without the delivery of any further release or other documents by the Creditor to the Company.

3. **REPRESENTATIONS OF CREDITOR**

The Creditor represents, warrants and acknowledges to the Company that:

(a) the Debt constitutes the outstanding indebtedness with respect to the Debt of the Company to the Creditor as at February 20, 2015, including principal, interest to the date hereof and costs;

(b) the Creditor has not conveyed, transferred or assigned any portion of the Debt to any third party, and has full right, power and authority to enter into this Agreement and to accept the Shares in full and final satisfaction of the Debt;

(c) no third party has any right to payment of all or any portion of the Debt;

(d) the Creditor has no claims or potential claims against the Company on account of any matter whatsoever, other than the Debt;

(e) if the Creditor is a corporation or legal entity other than an individual, all necessary corporate or other action has been taken by the Creditor to approve this Agreement;

(f) the Company is relying on exemptions from registration and prospectus requirements of applicable securities laws in the United States to issue the Shares to the Creditor;

(g) the Creditor is not acquiring the Shares as a result of any material information that the Company has not generally disclosed to the public; and

(h) the Shares will be subject to resale restrictions as required by applicable securities law and the Creditor will seek its own independent legal advice regarding such resale restrictions imposed on the Shares.

The Company's obligation to complete the transactions contemplated hereby is subject to the foregoing representations and warranties being true and correct at the date of this Agreement and at the time of closing. Such representations and warranties will survive the closing of the transactions contemplated hereby and will continue in full force and effect for the benefit of the Company for a period of five years from the date of issuance of the Shares to the Creditor. The Creditor will indemnify the Company from and against any and all claims, damages, losses and costs arising from such representations ad warranties being incorrect or breached.

4. **GENERAL PROVISIONS**

4.1 Time will be of the essence of this Agreement.

4.2 The Company and the Creditor will sign all other documents and do all other things reasonably necessary to carry out this Agreement.

4.3 The provisions contained in this Agreement constitute the entire agreement between the parties and supersede all previous understandings, communications, representations, and agreements, whether written or verbal, between the parties regarding the subject matter of this Agreement.

4.4 All dollar amounts referred to in this Agreement are expressed in United States currency, unless otherwise indicated.

4.5 This Agreement will enure to the benefit of and be binding on each of the parties and their respective heirs, executors, administrators, successors, and assigns.

4.6 This Agreement may be signed in counterparts, both of which will constitute one agreement.

4.7 This Agreement supersedes and replaces any prior agreements between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date written on the first page of this Agreement.

CANNABIS SCIENCE, INC

Per: */s/ Raymond C. Dabney*

Raymond C. Dabney, Director and President

Intrinsic Capital Corp.

Per: */s/ J. Scott Munro*

J. Scott Munro, President

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") dated as of February 20th, 2015 (the "Effective Date") is made by and between Michigan Green Technologies LLC with address 31355 W. 13 Mile Rd., Ste.200, Farmington Hills, MI 48334 ("MGT", an affiliate or subsidiary of Cannabis Science); Cannabis Science, Inc. with address 6946 North Academy Boulevard, Suite B #254, Colorado Springs, CO 80918, (the "Company" or "Cannabis Science") and Thomas Quisenberry, (the "Consultant") with address 5370 Greenview Dr., Clarkston, MI 48348. Each of the Company, MGT, and the Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Cannabis Science takes advantage of its unique understanding of metabolic processes to provide novel treatment approaches to a number of illnesses for which current treatments and understanding remain unsatisfactory. Cannabinoids have an extensive history dating back thousands of years, and currently, there are a growing number of peer-reviewed scientific publications that document the underlying biochemical pathways that cannabinoids modulate. The Company works with leading experts in drug development, medicinal characterization, and clinical research to develop, produce, and commercialize novel therapeutic approaches for the treatment for critical ailments, illness and disease.

WHEREAS, MGT is a business portfolio company that is best positioned to take advantage of the high growing, quickly expanding health and technology markets. MGT is a boutique firm with a specialty niche in Cannabis and Hemp programs.

WHEREAS, the Company desires to engage the Consultant, and the Consultant wishes to enter into such Consulting relationship ("Consulting"), on the terms and conditions set forth in this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into the Agreement.

NOW, THEREFORE, in consideration of the mutual acts and promises, covenants, agreements, representations, and warranties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. CONSULTING.

The Company hereby engages the Consultant, and the Consultant hereby accepts this Consulting subject to the terms and conditions of this Agreement. The Consultant agrees and understands that he is an independent contractor and not an employee and nothing herein shall be interpreted to mean that the Consultant is anything other than a Consultant. The Consulting may be terminated by either Party at any time pursuant to Section 12 hereof.

2. TERM.

The term of this Agreement shall begin on *February 20, 2015* and end on February 15th 2017. Within 90 days of the end of the Agreement, a request to extend or renew or terminate may be submitted by the Consultant, and such an extension and its terms shall be determined by mutual agreement of the Parties. The Agreement shall continue through the term of this Agreement unless earlier terminated by either Party in accordance with the provisions of Section 12 of this Agreement or by law.

3. COMPENSATION.

Subject to the terms and conditions of this Agreement, the Consultant shall be compensated for his services as follows:

(a) Non-Salary Benefits. The Consultant shall be paid Three Hundred Thousand (300,000) Rule 144 restricted Cannabis Science common shares being fully earned and paid upon execution of this Agreement.

(b) Performance Bonus. The Company and/or MGT may at their sole discretion create a bonus program, which would allow the Consultant to participate in a cash or stock bonus program based on performance.

(c) Stock Options. The Company and/or MGT may at their sole discretion create a stock option plan, which would allow the Consultant to participate in an annual stock option program based on performance.

(d) Other Benefits. The Company and/or MGT may at their sole discretion create and grant other benefits that would allow the Consultant to participate in other benefits.

4. RESPONSIBILITIES AND DUTIES.

The Consultant's responsibilities shall include (but shall not be limited to) the following:

Acting as a representative of Cannabis Science and MGT on a 'best efforts basis' in taking actions that include but are not limited the following:

- advising the Cannabis Science and/or MGT on business matters
- assisting with outreach
- assisting with any crisis management solutions
- engaging in strategic planning
- assisting with government relations, lobbying and public relations
- creating and being included in press releases, and other requested documents and presentations

(together, the "Services").

From time to time, the Company may reasonably revise the nature of the Consultant's Services. The Consultant will promptly and faithfully comply with all reasonable instructions, directions, requests, rules, and regulations made or issued by the Company, and the Consultant will perform the Services conscientiously and in a timely manner in and to the best of the Consultant's abilities at all times, when and wherever required or desired by the Company and pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Company.

5. OTHER CONSULTING.

The Consultant shall devote a reasonable portion of his time and attention to the Company's business and interest. During the Consulting Period, the Consultant shall not engage, directly or indirectly, in any other business activity which conflicts with the interests of Michigan Green Technologies and/or Cannabis Science, regardless of whether it is pursued for gain or profit; provided, however, nothing contained in this Section 5 shall be deemed to prevent or to limit the right of the Consultant to invest his money in real estate or in other companies, if such investment does not oblige the Consultant to assist in the operation of the affairs of such companies.

6. INTELLECTUAL PROPERTY.

All intellectual property rights and any other rights (including, without limitation, all copyright) which the Consultant may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The Consultant hereby waives any moral rights of authors or similar rights the Consultant may have in or to the results and proceeds of the Consulting Services hereunder.

7. EXPENSES.

The Company shall reimburse the Consultant for preapproved business expenses actually and properly incurred by the Consultant in connection with his duties under this Agreement in accordance with the Company's normal policies. The reimbursement of such expenses shall be subject to the Consultant's provision within 30 days to the Company of receipts, statements, and vouchers to the Company's satisfaction.

8. CONFIDENTIALITY.

During and after the Consulting Period, except as permitted by the Company and MGT or required by law, the Consultant shall not divulge or appropriate to his/her own use or to the use of others any secret or confidential information or knowledge pertaining to or otherwise affecting the Company or MGT's business including but not limited to any of its customer lists, products, services, costs, profits, markets, sales, trade secrets, or other information not readily available to the public without regard to whether any of the above will be deemed confidential, material, or important. The Parties stipulate that, as between them, such matters are important, material, and confidential and affect the effective and successful conduct of the Company or MGT's business, and the Company or MGT's good will, and that any breach of the terms of this Section 8 shall be deemed a material breach of this Agreement.

9. NON-SOLICITATION.

During the Consulting Period and for a period of two years thereafter, the Consultant shall not:

(a) canvass or solicit the business of (or procure or assist in the canvassing or soliciting of) any client, customer, or Consultant of the Company/MGT who is known to the Consultant as a result of his association with the Company/MGT during the Consulting Period for the purposes of competing with the Company/MGT;

(b) accept (or procure or assist the acceptance of) any business from any client, customer, or Consultant of the Company/MGT known to the Consultant as a result of his association with the Company/MGT during the Consulting Period for the purposes of competing with the Company/MGT; provided, however, that the Company and/or MGT may consent to such competition in writing; or

(c) otherwise contact, approach, or solicit (or procure or assist in the contacting, approaching, or soliciting of) any entity known to the Consultant through his/her association with the Company/MGT before the Effective Date in such a way as may cause detriment to the Company/MGT.

10. NON-COMPETITION.

At the end of the Consulting Period, by expiration or termination, the Consultant shall not directly or indirectly engage, own, manage, control, operate, be employed by, participate in, or be connected in any manner with the ownership, management, operation, or control of any business similar to the type of business conducted by the Company or MGT for a period of two (2) years. If the Consultant actually breaches or threatens to breach the terms of this Section 10, the Company shall be entitled to a preliminary restraining order and injunction restraining the Consultant from violating its provisions. Nothing in this Agreement shall be construed to prohibit the Company or MGT from pursuing any other available remedies for such breach or threatened breach, including the recovery of damages from the Consultant.

11.TERMINATION.

A Party may, at any time, with or without cause, terminate this Agreement by giving 90 days' written notice to the other Parties. If requested by the Company or MGT, the Consultant shall continue to render his/her services pursuant to this Agreement during this notice period.

12.RETURN OF PROPERTY.

At the end of the Consulting Period or at any time on the Company or MGT's request, the Consultant agrees to return to the Company or MGT, retaining no copies or notes, all documents relating to the Company or MGT's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material, obtained by the Consultant during his Consulting with the Company and MGT.

13.FURTHER ASSURANCES.

The Parties hereto shall cooperate and take such further action as may be reasonably requested by the other Party or Parties in order to carry out the terms and purposes of this Agreement and any other transactions contemplated herein.

14. ARBITRATION.

Any controversy or claim arising out of this Agreement, or the breach, termination, or invalidity of this Agreement shall be settled by arbitration in accordance with then-governing rules of Michigan. The arbitrator(s) shall be bound by the Agreement and shall interpret the Agreement in accordance with the applicable laws of the United States and the internal laws of the state of Michigan. Any award, order, or judgment made pursuant to such arbitration shall be deemed final and shall be entered and enforced in any court of competent jurisdiction.

15.NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party at the following address:

If to the Company and/or MGT:

Cannabis Science Inc
6946 North Academy Boulevard, Suite B #254,Colorado Springs, CO 80918

Michigan Green Technologies
31355 W. 13 Mile Rd., Ste.200, Farmington Hills, MI 48334

If to the Consultant:
THOMAS QUISENBERRY
5370 Greenview Dr., Clarkston, MI 48348

16.SUCCESSORS AND ASSIGNS.

This Agreement shall apply to all work performed by the Consultant for the Company or MGT, including any of its past, present, or future affiliates or subsidiaries, and shall be binding on the Company or MGT's assigns, executors, administrators, and other legal representatives. This Agreement shall inure to the benefit of the Company or MGT's successors and assigns. The Consultant acknowledges that his/her services are distinctive and personal, and that [s]he therefore may not assign his/her rights or delegate his/her duties or obligations under this Agreement.

17.NO IMPLIED WAIVER.

The failure of a Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any

obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

18. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Michigan.

19. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

20. SEVERABILITY.

(a) Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

(b) If the restrictions against solicitation in Section 9 or against competition contained in Section 10 of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable because they extend for too long a period of time or over too great a geographical area, or because they are too expansive in any other respect, Sections 9 and 10 shall be interpreted to extend only over the maximum period of time for which they may be enforceable and to the maximum extent in all other respects as to which they may be enforceable, all as determined by such court in such action.

21. ENTIRE AGREEMENT.

This Agreement constitutes the final, complete, and exclusive statement of the understanding of the Parties with respect to the subject matter hereof, and supersedes any and all other prior understandings, both written and oral, between the Parties. It may not be changed orally but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

22. HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to construe meaning or intent.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COMPANY/MGT Cannabis Science, Inc.

By: */s/ Robert J. Kane*
Title: Chief Financial Officer, Director

Michigan Green Technologies, LLC

By: */s/ John Dalaly*

Title: Vice President

CONSULTANT By: */s/ Thomas Quisenberry*
THOMAS QUISENBERRY

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") dated as of February 20 th, 2015 (the "Effective Date") is made by and between Michigan Green Technologies LLC with address 31355 W. 13 Mile Rd., Ste.200, Farmington Hills, MI 48334 ("MGT", an affiliate or subsidiary of Cannabis Science); Cannabis Science, Inc. with address 6946 North Academy Boulevard, Suite B #254, Colorado Springs, CO 80918, (the "Company" or "Cannabis Science") and Eileen Kowall, (the "Consultant") with address 2333 Cumberland Dr., White Lake, MI 48383. Each of the Company, MGT, and the Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Cannabis Science takes advantage of its unique understanding of metabolic processes to provide novel treatment approaches to a number of illnesses for which current treatments and understanding remain unsatisfactory. Cannabinoids have an extensive history dating back thousands of years, and currently, there are a growing number of peer-reviewed scientific publications that document the underlying biochemical pathways that cannabinoids modulate. The Company works with leading experts in drug development, medicinal characterization, and clinical research to develop, produce, and commercialize novel therapeutic approaches for the treatment for critical ailments, illness and disease.

WHEREAS, MGT is a business portfolio company that is best positioned to take advantage of the high growing, quickly expanding health and technology markets. MGT is a boutique firm with a specialty niche in Cannabis and Hemp programs.

WHEREAS, the Company desires to engage the Consultant, and the Consultant wishes to enter into such Consulting relationship ("Consulting"), on the terms and conditions set forth in this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into the Agreement.

NOW, THEREFORE, in consideration of the mutual acts and promises, covenants, agreements, representations, and warranties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. CONSULTING.

The Company hereby engages the Consultant, and the Consultant hereby accepts this Consulting subject to the terms and conditions of this Agreement. The Consultant agrees and understands that he is an independent contractor and not an employee and nothing herein shall be interpreted to mean that the Consultant is anything other than a Consultant. The Consulting may be terminated by either Party at any time pursuant to Section 12 hereof.

2. TERM.

The term of this Agreement shall begin on *February 20, 2015* and end on February 15 th 2017. Within 90 days of the end of the Agreement, a request to extend or renew or terminate may be submitted by the Consultant, and such an extension and its terms shall be determined by mutual agreement of the Parties. The Agreement shall continue through the term of this Agreement unless earlier terminated by either Party in accordance with the provisions of Section 12 of this Agreement or by law.

3. COMPENSATION.

Subject to the terms and conditions of this Agreement, the Consultant shall be compensated for his services as follows:

(a) Non-Salary Benefits. The Consultant shall be paid Three Hundred Thousand (300,000) Rule 144 restricted Cannabis Science common shares being fully earned and paid upon execution of this Agreement.

(b) Performance Bonus. The Company and/or MGT may at their sole discretion create a bonus program, which would allow the Consultant to participate in a cash or stock bonus program based on performance.

(c) Stock Options. The Company and/or MGT may at their sole discretion create a stock option plan, which would allow the Consultant to participate in an annual stock option program based on performance.

(d) Other Benefits. The Company and/or MGT may at their sole discretion create and grant other benefits that would allow the Consultant to participate in other benefits.

4. RESPONSIBILITIES AND DUTIES.

The Consultant's responsibilities shall include (but shall not be limited to) the following:

Acting as a representative of Cannabis Science and MGT on a 'best efforts basis' in taking actions that include but are not limited the following:

- advising the Cannabis Science and/or MGT on business matters
- assisting with outreach
- assisting with any crisis management solutions
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- creating and being included in press releases, and other requested documents and presentations

(together, the "Services").

From time to time, the Company may reasonably revise the nature of the Consultant's Services. The Consultant will promptly and faithfully comply with all reasonable instructions, directions, requests, rules, and regulations made or issued by the Company, and the Consultant will perform the Services conscientiously and in a timely manner in and to the best of the Consultant's abilities at all times, when and wherever required or desired by the Company and pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Company.

5. OTHER CONSULTING.

The Consultant shall devote a reasonable portion of his time and attention to the Company's business and interest. During the Consulting Period, the Consultant shall not engage, directly or indirectly, in any other business activity which conflicts with the interests of Michigan Green Technologies and/or Cannabis Science, regardless of whether it is pursued for gain or profit; provided, however, nothing contained in this Section 5 shall be deemed to prevent or to limit the right of the Consultant to invest his money in real estate or in other companies, if such investment does not oblige the Consultant to assist in the operation of the affairs of such companies.

6. INTELLECTUAL PROPERTY.

All intellectual property rights and any other rights (including, without limitation, all copyright) which the Consultant may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The Consultant hereby waives any moral rights of authors or similar rights the Consultant may have in or to the results and proceeds of the Consulting Services hereunder.

7. EXPENSES.

The Company shall reimburse the Consultant for preapproved business expenses actually and properly incurred by the Consultant in connection with his duties under this Agreement in accordance with the Company's normal policies. The reimbursement of such expenses shall be subject to the Consultant's provision within 30 days to the Company of receipts, statements, and vouchers to the Company's satisfaction.

8. CONFIDENTIALITY.

During and after the Consulting Period, except as permitted by the Company and MGT or required by law, the Consultant shall not divulge or appropriate to his/her own use or to the use of others any secret or confidential information or knowledge pertaining to or otherwise affecting the Company or MGT's business including but not limited to any of its customer lists, products, services, costs, profits, markets, sales, trade secrets, or other information not readily available to the public without regard to whether any of the above will be deemed confidential, material, or important. The Parties stipulate that, as between them, such matters are important, material, and confidential and affect the effective and successful conduct of the Company or MGT's business, and the Company or MGT's good will, and that any breach of the terms of this Section 8 shall be deemed a material breach of this Agreement.

9. NON-SOLICITATION.

During the Consulting Period and for a period of two years thereafter, the Consultant shall not:

(a) canvass or solicit the business of (or procure or assist in the canvassing or soliciting of) any client, customer, or Consultant of the Company/MGT who is known to the Consultant as a result of his association with the Company/MGT during the Consulting Period for the purposes of competing with the Company/MGT;

(b) accept (or procure or assist the acceptance of) any business from any client, customer, or Consultant of the Company/MGT known to the Consultant as a result of his association with the Company/MGT during the Consulting Period for the purposes of competing with the Company/MGT; provided, however, that the Company and/or MGT may consent to such competition in writing; or

(c) otherwise contact, approach, or solicit (or procure or assist in the contacting, approaching, or soliciting of) any entity known to the Consultant through his/her association with the Company/MGT before the Effective Date in such a way as may cause detriment to the Company/MGT.

10. NON-COMPETITION.

At the end of the Consulting Period, by expiration or termination, the Consultant shall not directly or indirectly engage, own, manage, control, operate, be employed by, participate in, or be connected in any manner with the ownership, management, operation, or control of any business similar to the type of business conducted by the Company or MGT for a period of two (2) years. If the Consultant actually breaches or threatens to breach the terms of this Section 10, the Company shall be entitled to a preliminary restraining order and injunction restraining the Consultant from violating its provisions. Nothing in this Agreement shall be construed to prohibit the Company or MGT from pursuing any other available remedies for such breach or threatened breach, including the recovery of damages from the Consultant.

11. TERMINATION.

A Party may, at any time, with or without cause, terminate this Agreement by giving 90 days' written notice to the other Parties. If requested by the Company or MGT, the Consultant shall continue to render his/her services pursuant to this Agreement during this notice period.

12. RETURN OF PROPERTY.

At the end of the Consulting Period or at any time on the Company or MGT's request, the Consultant agrees to return to the Company or MGT, retaining no copies or notes, all documents relating to the Company or MGT's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material, obtained by the Consultant during his Consulting with the Company and MGT.

13. FURTHER ASSURANCES.

The Parties hereto shall cooperate and take such further action as may be reasonably requested by the other Party or Parties in order to carry out the terms and purposes of this Agreement and any other transactions contemplated herein.

14. ARBITRATION.

Any controversy or claim arising out of this Agreement, or the breach, termination, or invalidity of this Agreement shall be settled by arbitration in accordance with then-governing rules of Michigan. The arbitrator(s) shall be bound by the Agreement and shall interpret the Agreement in accordance with the applicable laws of the United States and the internal laws of the state of Michigan. Any award, order, or judgment made pursuant to such arbitration shall be deemed final and shall be entered and enforced in any court of competent jurisdiction.

15. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party at the following address:

If to the Company and/or MGT:

Cannabis Science Inc
6946 North Academy Boulevard, Suite B #254,Colorado Springs, CO 80918

Michigan Green Technologies
31355 W. 13 Mile Rd., Ste.200, Farmington Hills, MI 48334

If to the Consultant:
EILEEN KOWALL
2333 Cumberland Dr., White Lake, MI 48383

16. SUCCESSORS AND ASSIGNS.

This Agreement shall apply to all work performed by the Consultant for the Company or MGT, including any of its past, present, or future affiliates or subsidiaries, and shall be binding on the Company or MGT's assigns, executors, administrators, and other legal representatives. This Agreement shall inure to the benefit of the Company or MGT's successors and assigns. The Consultant acknowledges that his/her services are distinctive and personal, and that [s]he therefore may not assign his/her rights or delegate his/her duties or obligations under this Agreement.

17. NO IMPLIED WAIVER.

The failure of a Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

18. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Michigan.

19. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this

Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

20. SEVERABILITY.

(a) Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

(b) If the restrictions against solicitation in Section 9 or against competition contained in Section 10 of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable because they extend for too long a period of time or over too great a geographical area, or because they are too expansive in any other respect, Sections 9 and 10 shall be interpreted to extend only over the maximum period of time for which they may be enforceable and to the maximum extent in all other respects as to which they may be enforceable, all as determined by such court in such action.

21. ENTIRE AGREEMENT.

This Agreement constitutes the final, complete, and exclusive statement of the understanding of the Parties with respect to the subject matter hereof, and supersedes any and all other prior understandings, both written and oral, between the Parties. It may not be changed orally but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

21. HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to construe meaning or intent.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COMPANY/MGT Cannabis Science, Inc.

By: */s/ Robert J. Kane*
Robert J. Kane
Title: Chief Financial Officer, Director

Michigan Green Technologies, LLC

By: */s/ John Dalaly*
John Dalaly
Title: Vice President

CONSULTANT By: */s/ Eileen Kowall :*
EILEEN KOWALL

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") dated as of February 20 th, 2015 (the "Effective Date") is made by and between Michigan Green Technologies LLC with address 31355 W. 13 Mile Rd., Ste.200, Farmington Hills, MI 48334 ("MGT", an affiliate or subsidiary of Cannabis Science); Cannabis Science, Inc. with address 6946 North Academy Boulevard, Suite B #254, Colorado Springs, CO 80918, (the "Company" or "Cannabis Science") and Steve Ajluni, (the "Consultant") with address 3855 Valley Hill, Bloomfield Hills, MI 48302. Each of the Company, MGT, and the Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Cannabis Science takes advantage of its unique understanding of metabolic processes to provide novel treatment approaches to a number of illnesses for which current treatments and understanding remain unsatisfactory. Cannabinoids have an extensive history dating back thousands of years, and currently, there are a growing number of peer-reviewed scientific publications that document the underlying biochemical pathways that cannabinoids modulate. The Company works with leading experts in drug development, medicinal characterization, and clinical research to develop, produce, and commercialize novel therapeutic approaches for the treatment for critical ailments, illness and disease.

WHEREAS, MGT is a business portfolio company that is best positioned to take advantage of the high growing, quickly expanding health and technology markets. MGT is a boutique firm with a specialty niche in Cannabis and Hemp programs.

WHEREAS, the Company desires to engage the Consultant, and the Consultant wishes to enter into such Consulting relationship ("Consulting"), on the terms and conditions set forth in this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into the Agreement.

NOW, THEREFORE, in consideration of the mutual acts and promises, covenants, agreements, representations, and warranties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. CONSULTING.

The Company hereby engages the Consultant, and the Consultant hereby accepts this Consulting subject to the terms and conditions of this Agreement. The Consultant agrees and understands that he is an independent contractor and not an employee and nothing herein shall be interpreted to mean that the Consultant is anything other than a Consultant. The Consulting may be terminated by either Party at any time pursuant to Section 12 hereof.

2. TERM.

The term of this Agreement shall begin on *February 20, 2015* and end on February 15 th 2017. Within 90 days of the end of the Agreement, a request to extend or renew or terminate may be submitted by the Consultant, and such an extension and its terms shall be determined by mutual agreement of the Parties. The Agreement shall continue through the term of this Agreement unless earlier terminated by either Party in accordance with the provisions of Section 12 of this Agreement or by law.

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4. RESPONSIBILITIES AND DUTIES.

The Consultant's responsibilities shall include (but shall not be limited to) the following:

Acting as a representative of Cannabis Science and MGT on a 'best efforts basis' in taking actions that include but are not limited the following:

- advising the Cannabis Science and/or MGT on business matters
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- assisting with any crisis management solutions
- engaging in strategic planning
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- creating and being included in press releases, and other requested documents and presentations

(together, the "Services").

From time to time, the Company may reasonably revise the nature of the Consultant's Services. The Consultant will promptly and faithfully comply with all reasonable instructions, directions, requests, rules, and regulations made or issued by the Company, and the Consultant will perform the Services conscientiously and in a timely manner in and to the best of the Consultant's abilities at all times, when and wherever required or desired by the Company and pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Company.

5. OTHER CONSULTING.

The Consultant shall devote a reasonable portion of his time and attention to the Company's business and interest. During the Consulting Period, the Consultant shall not engage, directly or indirectly, in any other business activity which conflicts with the interests of Michigan Green Technologies and/or Cannabis Science, regardless of whether it is pursued for gain or profit; provided, however, nothing contained in this Section 5 shall be deemed to prevent or to limit the right of the Consultant to invest his money in real estate or in other companies, if such investment does not oblige the Consultant to assist in the operation of the affairs of such companies.

6. INTELLECTUAL PROPERTY.

All intellectual property rights and any other rights (including, without limitation, all copyright) which the Consultant may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The Consultant hereby waives any moral rights of authors or similar rights the Consultant may have in or to the results and proceeds of the Consulting Services hereunder.

7. EXPENSES.

The Company shall reimburse the Consultant for preapproved business expenses actually and properly incurred by the Consultant in connection with his duties under this Agreement in accordance with the Company's normal policies. The reimbursement of such expenses shall be subject to the Consultant's provision within 30 days to the Company of receipts, statements, and vouchers to the Company's satisfaction.

8. CONFIDENTIALITY.

During and after the Consulting Period, except as permitted by the Company and MGT or required by law, the Consultant shall not divulge or appropriate to his/her own use or to the use of others any secret or confidential information or knowledge pertaining to or otherwise affecting the Company or MGT's business including but not limited to any of its customer lists, products, services, costs, profits, markets, sales, trade secrets, or other information not readily available to the public without regard to whether any of the above will be deemed confidential, material, or important. The Parties stipulate that, as between them, such matters are important, material, and confidential and affect the effective and successful conduct of the Company or MGT's business, and the Company or MGT's good will, and that any breach of the terms of this Section 8 shall be deemed a material breach of this Agreement.

9. NON-SOLICITATION.

During the Consulting Period and for a period of two years thereafter, the Consultant shall not:

(a) canvass or solicit the business of (or procure or assist in the canvassing or soliciting of) any client, customer, or Consultant of the Company/MGT who is known to the Consultant as a result of his association with the Company/MGT during the Consulting Period for the purposes of competing with the Company/MGT;

(b) accept (or procure or assist the acceptance of) any business from any client, customer, or Consultant of the Company/MGT known to the Consultant as a result of his association with the Company/MGT during the Consulting Period for the purposes of competing with the Company/MGT; provided, however, that the Company and/or MGT may consent to such competition in writing; or

(c) otherwise contact, approach, or solicit (or procure or assist in the contacting, approaching, or soliciting of) any entity known to the Consultant through his/her association with the Company/MGT before the Effective Date in such a way as may cause detriment to the Company/MGT.

9. NON-COMPETITION.

At the end of the Consulting Period, by expiration or termination, the Consultant shall not directly or indirectly engage, own, manage, control, operate, be employed by, participate in, or be connected in any manner with the ownership, management, operation, or control of any business similar to the type of business conducted by the Company or MGT for a period of two (2) years. If the Consultant actually breaches or threatens to breach the terms of this Section 10, the Company shall be entitled to a preliminary restraining order and injunction restraining the Consultant from violating its provisions. Nothing in this Agreement shall be construed to prohibit the Company or MGT from pursuing any other available remedies for such breach or threatened breach, including the recovery of damages from the Consultant.

10. TERMINATION.

A Party may, at any time, with or without cause, terminate this Agreement by giving 90 days' written notice to the other Parties. If requested by the Company or MGT, the Consultant shall continue to render his/her services pursuant to this Agreement during this notice period.

11. RETURN OF PROPERTY.

At the end of the Consulting Period or at any time on the Company or MGT's request, the Consultant agrees to return to the Company or MGT, retaining no copies or notes, all documents relating to the Company or MGT's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material, obtained by the Consultant during his Consulting with the Company and MGT.

12. FURTHER ASSURANCES.

The Parties hereto shall cooperate and take such further action as may be reasonably requested by the other Party or Parties in order to carry out the terms and purposes of this Agreement and any other transactions contemplated herein.

13. ARBITRATION.

Any controversy or claim arising out of this Agreement, or the breach, termination, or invalidity of this Agreement shall be settled by arbitration in accordance with then-governing rules of Michigan. The arbitrator(s) shall be bound by the Agreement and shall interpret the Agreement in accordance with the applicable laws of the United States and the internal laws of the state of Michigan. Any award, order, or judgment made pursuant to such arbitration shall be deemed final and shall be entered and enforced in any court of competent jurisdiction.

14. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party at the following address:

If to the Company and/or MGT:

Cannabis Science Inc
6946 North Academy Boulevard, Suite B #254,Colorado Springs, CO 80918

Michigan Green Technologies
31355 W. 13 Mile Rd., Ste.200, Farmington Hills, MI 48334

If to the Consultant:
STEVE AJLUNI
3855 Valley Hill, Bloomfield Hills, MI 48302

15. SUCCESSORS AND ASSIGNS.

This Agreement shall apply to all work performed by the Consultant for the Company or MGT, including any of its past, present, or future affiliates or subsidiaries, and shall be binding on the Company or MGT's assigns, executors, administrators, and other legal representatives. This Agreement shall inure to the benefit of the Company or MGT's successors and assigns. The Consultant acknowledges that his/her services are distinctive and personal, and that [s]he therefore may not assign his/her rights or delegate his/her duties or obligations under this Agreement.

16. NO IMPLIED WAIVER.

The failure of a Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

17. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Michigan.

18. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this

Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

19. SEVERABILITY.

(a) Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

(b) If the restrictions against solicitation in Section 9 or against competition contained in Section 10 of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable because they extend for too long a period of time or over too great a geographical area, or because they are too expansive in any other respect, Sections 9 and 10 shall be interpreted to extend only over the maximum period of time for which they may be enforceable and to the maximum extent in all other respects as to which they may be enforceable, all as determined by such court in such action.

20. ENTIRE AGREEMENT.

This Agreement constitutes the final, complete, and exclusive statement of the understanding of the Parties with respect to the subject matter hereof, and supersedes any and all other prior understandings, both written and oral, between the Parties. It may not be changed orally but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

21. HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to construe meaning or intent.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COMPANY/MGT Cannabis Science, Inc.

By: */s/ Robert J. Kane*

Robert J. Kane
Title: Chief Financial Officer, Director

Michigan Green Technologies, LLC

By: */s/ John Dalaly*

John Dalaly
Title: Vice President

CONSULTANT By: */s/ Steve Ajluni:*
STEVE AJLUNI

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") dated as of February 20 th, 2015 (the "Effective Date") is made by and between Michigan Green Technologies LLC with address 31355 W. 13 Mile Rd., Ste.200, Farmington Hills, MI 48334 ("MGT", an affiliate or subsidiary of Cannabis Science); Cannabis Science, Inc. with address 6946 North Academy Boulevard, Suite B #254, Colorado Springs, CO 80918, (the "Company" or "Cannabis Science") and Alexander P. Haig, (the "Consultant") with address. Each of the Company, MGT, and the Consultant may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Cannabis Science takes advantage of its unique understanding of metabolic processes to provide novel treatment approaches to a number of illnesses for which current treatments and understanding remain unsatisfactory. Cannabinoids have an extensive history dating back thousands of years, and currently, there are a growing number of peer-reviewed scientific publications that document the underlying biochemical pathways that cannabinoids modulate. The Company works with leading experts in drug development, medicinal characterization, and clinical research to develop, produce, and commercialize novel therapeutic approaches for the treatment for critical ailments, illness and disease.

WHEREAS, MGT is a business portfolio company that is best positioned to take advantage of the high growing, quickly expanding health and technology markets. MGT is a boutique firm with a specialty niche in Cannabis and Hemp programs.

WHEREAS, the Company desires to engage the Consultant, and the Consultant wishes to enter into such Consulting relationship ("Consulting"), on the terms and conditions set forth in this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into the Agreement.

NOW, THEREFORE, in consideration of the mutual acts and promises, covenants, agreements, representations, and warranties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. CONSULTING.

The Company hereby engages the Consultant, and the Consultant hereby accepts this Consulting subject to the terms and conditions of this Agreement. The Consultant agrees and understands that he is an independent contractor and not an employee and nothing herein shall be interpreted to mean that the Consultant is anything other than a Consultant. The Consulting may be terminated by either Party at any time pursuant to Section 12 hereof.

2. TERM.

The term of this Agreement shall begin on *February 20, 2015* and end on February 15 th 2017. Within 90 days of the end of the Agreement, a request to extend or renew or terminate may be submitted by the Consultant, and such an extension and its terms shall be determined by mutual agreement of the Parties. The Agreement shall continue through the term of this Agreement unless earlier terminated by either Party in accordance with the provisions of Section 12 of this Agreement or by law.

3. COMPENSATION.

Subject to the terms and conditions of this Agreement, the Consultant shall be compensated for his services as follows:

(a) Non-Salary Benefits. The Consultant shall be paid Three Hundred Thousand (300,000) Rule 144 restricted Cannabis Science common shares being fully earned and paid upon execution of this Agreement.

(b) Performance Bonus. The Company and/or MGT may at their sole discretion create a bonus program, which would allow the Consultant to participate in a cash or stock bonus program based on performance.

(c) Stock Options. The Company and/or MGT may at their sole discretion create a stock option plan, which would allow the Consultant to participate in an annual stock option program based on performance.

(d) Other Benefits. The Company and/or MGT may at their sole discretion create and grant other benefits that would allow the Consultant to participate in other benefits.

4. RESPONSIBILITIES AND DUTIES.

The Consultant's responsibilities shall include (but shall not be limited to) the following:

Acting as a representative of Cannabis Science and MGT on a 'best efforts basis' in taking actions that include but are not limited the following:

- advising the Cannabis Science and/or MGT on business matters
- assisting with outreach
- assisting with any crisis management solutions
- engaging in strategic planning
- assisting with government relations, lobbying and public relations
- creating and being included in press releases, and other requested documents and presentations

(together, the "Services").

From time to time, the Company may reasonably revise the nature of the Consultant's Services. The Consultant will promptly and faithfully comply with all reasonable instructions, directions, requests, rules, and regulations made or issued by the Company, and the Consultant will perform the Services conscientiously and in a timely manner in and to the best of the Consultant's abilities at all times, when and wherever required or desired by the Company and pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Company.

5. OTHER CONSULTING.

The Consultant shall devote a reasonable portion of his time and attention to the Company's business and interest. During the Consulting Period, the Consultant shall not engage, directly or indirectly, in any other business activity which conflicts with the interests of Michigan Green Technologies and/or Cannabis Science, regardless of whether it is pursued for gain or profit; provided, however, nothing contained in this Section 5 shall be deemed to prevent or to limit the right of the Consultant to invest his money in real estate or in other companies, if such investment does not oblige the Consultant to assist in the operation of the affairs of such companies.

6. INTELLECTUAL PROPERTY.

All intellectual property rights and any other rights (including, without limitation, all copyright) which the Consultant may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The Consultant hereby waives any moral rights of authors or similar rights the Consultant may have in or to the results and proceeds of the Consulting Services hereunder.

7. EXPENSES.

The Company shall reimburse the Consultant for preapproved business expenses actually and properly incurred by the Consultant in connection with his duties under this Agreement in accordance with the Company's normal policies. The reimbursement of such expenses shall be subject to the Consultant's provision within 30 days to the Company of receipts, statements, and vouchers to the Company's satisfaction.

8. CONFIDENTIALITY.

During and after the Consulting Period, except as permitted by the Company and MGT or required by law, the Consultant shall not divulge or appropriate to his/her own use or to the use of others any secret or confidential information or knowledge pertaining to or otherwise affecting the Company or MGT's business including but not limited to any of its customer lists, products, services, costs, profits, markets, sales, trade secrets, or other information not readily available to the public without regard to whether any of the above will be deemed confidential, material, or important. The Parties stipulate that, as between them, such matters are important, material, and confidential and affect the effective and successful conduct of the Company or MGT's business, and the Company or MGT's good will, and that any breach of the terms of this Section 8 shall be deemed a material breach of this Agreement.

9. NON-SOLICITATION.

During the Consulting Period and for a period of two years thereafter, the Consultant shall not:

(a) canvass or solicit the business of (or procure or assist in the canvassing or soliciting of) any client, customer, or Consultant of the Company/MGT who is known to the Consultant as a result of his association with the Company/MGT during the Consulting Period for the purposes of competing with the Company/MGT;

(b) accept (or procure or assist the acceptance of) any business from any client, customer, or Consultant of the Company/MGT known to the Consultant as a result of his association with the Company/MGT during the Consulting Period for the purposes of competing with the Company/MGT; provided, however, that the Company and/or MGT may consent to such competition in writing; or

(c) otherwise contact, approach, or solicit (or procure or assist in the contacting, approaching, or soliciting of) any entity known to the Consultant through his/her association with the Company/MGT before the Effective Date in such a way as may cause detriment to the Company/MGT.

10. NON-COMPETITION.

At the end of the Consulting Period, by expiration or termination, the Consultant shall not directly or indirectly engage, own, manage, control, operate, be employed by, participate in, or be connected in any manner with the ownership, management, operation, or control of any business similar to the type of business conducted by the Company or MGT for a period of two (2) years. If the Consultant actually breaches or threatens to breach the terms of this Section 10, the Company shall be entitled to a preliminary restraining order and injunction restraining the Consultant from violating its provisions. Nothing in this Agreement shall be construed to prohibit the Company or MGT from pursuing any other available remedies for such breach or threatened breach, including the recovery of damages from the Consultant.

11. TERMINATION.

A Party may, at any time, with or without cause, terminate this Agreement by giving 90 days' written notice to the other Parties. If requested by the Company or MGT, the Consultant shall continue to render his/her services pursuant to this Agreement during this notice period.

12. RETURN OF PROPERTY.

At the end of the Consulting Period or at any time on the Company or MGT's request, the Consultant agrees to return to the Company or MGT, retaining no copies or notes, all documents relating to the Company or MGT's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material, obtained by the Consultant during his Consulting with the Company and MGT.

13. FURTHER ASSURANCES.

The Parties hereto shall cooperate and take such further action as may be reasonably requested by the other Party or Parties in order to carry out the terms and purposes of this Agreement and any other transactions contemplated herein.

14. ARBITRATION.

Any controversy or claim arising out of this Agreement, or the breach, termination, or invalidity of this Agreement shall be settled by arbitration in accordance with then-governing rules of Michigan. The arbitrator(s) shall be bound by the Agreement and shall interpret the Agreement in accordance with the applicable laws of the United States and the internal laws of the state of Michigan. Any award, order, or judgment made pursuant to such arbitration shall be deemed final and shall be entered and enforced in any court of competent jurisdiction.

15. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party at the following address:

If to the Company and/or MGT:

Cannabis Science Inc
6946 North Academy Boulevard, Suite B #254,Colorado Springs, CO 80918

Michigan Green Technologies
31355 W. 13 Mile Rd., Ste.200, Farmington Hills, MI 48334

If to the Consultant:
ALEXANDER P. HAIG
ADDRESS

16. SUCCESSORS AND ASSIGNS.

This Agreement shall apply to all work performed by the Consultant for the Company or MGT, including any of its past, present, or future affiliates or subsidiaries, and shall be binding on the Company or MGT's assigns, executors, administrators, and other legal representatives. This Agreement shall inure to the benefit of the Company or MGT's successors and assigns. The Consultant acknowledges that his/her services are distinctive and personal, and that [s]he therefore may not assign his/her rights or delegate his/her duties or obligations under this Agreement.

17. NO IMPLIED WAIVER.

The failure of a Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

18. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Michigan.

19. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

20. SEVERABILITY.

(a) Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

(b) If the restrictions against solicitation in Section 9 or against competition contained in Section 10 of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable because they extend for too long a period of time or over too great a geographical area, or because they are too expansive in any other respect, Sections 9 and 10 shall be interpreted to extend only over the maximum period of time for which they may be enforceable and to the maximum extent in all other respects as to which they may be enforceable, all as determined by such court in such action.

21. ENTIRE AGREEMENT.

This Agreement constitutes the final, complete, and exclusive statement of the understanding of the Parties with respect to the subject matter hereof, and supersedes any and all other prior understandings, both written and oral, between the Parties. It may not be changed orally but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

22. HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to construe meaning or intent.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COMPANY/MGT Cannabis Science, Inc.

By: */s/ Robert J. Kane*
Robert J. Kane
Title: Chief Financial Officer, Director

Michigan Green Technologies, LLC

By: */s/ John Dalaly*

John Dalaly
Title: Vice President

CONSULTANT

By: */s/ Alexander P. Haig:*
ALEXANDER P. HAIG

MANAGEMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") effective as of the fourteenth (14th) day of October, 2014 (the " **Effective Date**"), entered into between **Cannabis Science, Inc. a Nevada Corporation**, with its principal offices located at 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 (the "**Company**" or "**CBIS**") and **John Dalaly** with mailing address 6463 Royal Pointe Drive, West Bloomfield MI 48322 (the "**Consultant**") in connection with the provision of the Consultant's services to the Company and **Michigan Green Technologies, LLC, a Michigan Limited Liability Company**, 31355 W. 13 Mile Road, Farmington Hills, MI 48334 (" **MGT**"), an affiliate (and expected to become a subsidiary) of the Company.

WHEREAS:

A. The Company is, among other things, in the business of developing, manufacturing, marketing and distributing legal cannabinoid products worldwide;

B. The Company wishes to engage the services of the Consultant as an independent contractor of the Company to serve as an officer, which may include serving as a managing member, of MGT, using best efforts in the mission to further the interests of the Company through the success of MGT; and

C. The Company and the Consultant have agreed to enter into a consulting agreement for their mutual benefit that supersedes any and all existing agreements between the parties that conflict with this Agreement.

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS A CONSULTANT

1.1 The Company hereby continues to engage the Consultant as an independent contractor of the Company, to undertake the duties and title of President of MGT, which may include undertaking the duties and title of a managing member of MGT, and agrees to exercise those powers on a best efforts basis on behalf of MGT and the Company, (collectively the "**Services**") and the Consultant accepts such engagement on the terms and conditions set forth in this Agreement.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of the Effective Date and shall continue for a period of ten (10) years, or until terminated earlier pursuant to other relevant Sections herein (the "**Term**"). The parties may to agree to continue thereafter to extend the term of this Agreement by mutually agreed terms and conditions.

3. CONSULTANT SERVICES

3.1 The Consultant shall undertake and perform the duties and responsibilities commonly associated with acting in the capacity of a Consultant of the Company and President of MGT, defined more specifically above as the Services.

3.2 In providing the Services the Consultant shall:

- comply with all applicable local, state, and federal statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company or that of MGT;
- not disclose, release or publish any information regarding the Company or MGT without the prior written consent of the Company; and
- not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company or MGT shall be required to pay any monies or other consideration without the Company's prior written consent.

4. COMPENSATION

4.1 Compensation in Shares. As consideration for the provision of the Services for the Term, the Company shall compensate and issue to the Consultant five million (5,000,000) S-8 shares and fifteen million (15,000,000) Rule 144 shares of the Company (the "Compensation"). It is expected that the S-8 shares be issued fully paid and non-assessable as soon as possible following execution of this and all related agreements. It is expected that the Rule 144 shares shall be issued in two certificates: seven million five hundred thousand (7,500,000) Rule 144 shares to be issued fully paid and non-assessable as soon as possible following execution of this and all related agreements and seven million five hundred thousand (7,500,000) Rule 144 shares to be issued fully paid and non-assessable on or about August 1, 2015.

4.2 Bonus Shares. The Company may at its sole discretion issue performance-based shares to the Consultant during the term of the Agreement

5. DEBTS AND EXPENSES

5.1 The parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the Consultant on the Consultant's own behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. Notwithstanding the foregoing, MGT shall reimburse the Consultant for any reasonable and bona fide expenses incurred by the Consultant on behalf of MGT in connection with the provision of the Services provided that the Consultant submits to MGT an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to MGT within twenty (20) days after the Consultant incurs such expenses.

6. CONFIDENTIALITY

6.1 The Consultant shall not disclose to any third party without the prior consent of the Company or MGT any financial or business information concerning the business, affairs, plans and programs of the Company or MGT, their Directors, officers, managers, shareholders, employees, or Consultants (the "**Confidential Information**"). The Consultant shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the Consultant is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the Consultant shall, at the Company's request, execute the Company's standard confidentiality, non-disclosure and non-circumvention agreement.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The Consultant agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights (including, without limitation, all copyright) which the Consultant may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with MGT are otherwise hereby be assigned to MGT as and when created. The Consultant hereby waives any moral rights of authors or similar rights the Consultant may have in or to the results and proceeds of the Services hereunder.

7.2 The Company or MGT shall have the right to apply for and take out, at the Company's or MGT's expense, life, health, accident, or other insurance covering the Consultant, in any amount the Company or MGT deems necessary to protect the Company's or MGT's interest hereunder. The Consultant shall not have any right, title or interest in or to such insurance.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Consultant represents, warrants and covenants to the Company and MGT as follows:

(a) the Consultant is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company or MGT hereunder;

(b) the Consultant is not under any physical or mental disability that would hinder the performance of his/her duties under this Agreement;

9. INDEMNIFICATION

9.1 the Consultant shall indemnify and hold harmless the Company, its partners, financiers, parent, affiliated and related companies, including MGT, and all of their respective individual shareholders, directors, officers, employees, managers, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Consultant of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Consultant.

9.2 the Company and MGT shall indemnify and hold harmless the Consultant, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Company or MGT of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Company or MGT.

10. NO OBLIGATION TO PROCEED

10.1 Nothing herein contained shall in any way obligate the Company or MGT to use the Services hereunder or to exploit the results and proceeds of the Services hereunder.

11. MUTUAL RIGHT OF TERMINATION

11.1 The Parties may terminate this Agreement by mutual written consent at any time.

12. COMPANY/MGT DEFAULT/BREACH/CURE

12.1 No act or omission of the Company or MGT hereunder shall constitute an event of default or material breach of this Agreement unless the Consultant shall first notify the Company and MGT in writing setting forth such alleged breach or default and the Company or MGT shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten (10) days if the matter cannot be cured in ten (10) days, and shall diligently continue to complete said cure within sixty (60) days).

13. COMPANY'S AND MGT'S REMEDIES

13.1 The services to be rendered by the Consultant hereunder and the rights and privileges herein granted to the Company and/or MGT are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the Consultant of any of the provisions of this Agreement shall cause the Company and/or MGT irreparable injury and damages. The Consultant expressly agrees that the Company and/or MGT shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the Consultant. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company and/or MGT may have in the premises for damages or otherwise.

14. INDEPENDENT CONTRACTORS

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the parties for any purpose whatsoever. Except as may be expressly provided herein, neither party may be held responsible for the acts either of omission or commission of the other party, and neither party is authorized, or has the power, to obligate or bind the other party by contract, agreement, warranty, representation or otherwise in any manner. It is expressly understood that the relationship between the parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company may assign this Agreement, in whole or in part, at any time to any party, as the Company shall determine in its sole discretion; provided that, no such assignment shall relieve the Company of its obligations hereunder unless consented to by the Consultant in writing.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, to the party to be notified. Notice to each party shall be deemed to have been duly given upon delivery, personally or by courier, addressed to the attention of the officer at the address set forth heretofore, or to such other officer or addresses as either party may designate, upon at least ten days written notice, to the other party.

(h) Entire Agreement**.** This Agreement contains the entire understanding and agreement among the parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing, signed by all parties.

(i) Waiver**.** A delay or failure by any party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. In the event that the document is signed by one party and faxed or otherwise transmitted electronically to another the parties agree that a faxed or electronic signature shall be binding upon the parties to this Agreement as though the signature was an original.

(k) Successors**.** The provisions of this Agreement shall be binding upon all parties, their successors and permitted assigns.

(l) Counsel**.** The parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

(m) Governing Law. This Agreement will be governed by, and will be construed in accordance with, the laws of the State of Nevada, without regard to its conflict of law rules.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

CANNABIS SCIENCE, INC.

Per: */s/ Dorothy H. Bray*

_____

Dorothy H. Bray, Ph.D.
Director, President, & Chief Executive Officer

Per: */s/ Chad S. Johnson*

Chad S. Johnson, Esq.
Director, Chief Operating Officer & General Counsel

CONSULTANT:

Per: */s/ John Dalaly*

John Dalaly

CONSULTING MANAGEMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") effective as of the March 16, 2015 (the " **Effective Date**"), entered into between **Cannabis Science, Inc., a Nevada Corporation**, with its principal registered address of 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 USA email: chad.johnson@cannabisscience.com (the "**Company**" or "**CBIS**") Melvin Foote with address of 1245 4th Street, SW, #E503 Washington, DC 20024 (hereinafter referred to as the "**CONSULTANT**") in connection with the provision of the CONSULTANT's services to the Company. The Company and the CONSULTANT may be referred to herein as the "Parties" or each as a "Party".

WHEREAS:

A. The Company is in the business of developing, manufacturing, marketing, and distributing legal cannabinoid-based and other products, particularly pharmaceutical products, worldwide;

B. The CONSULTANT will be a Managing CONSULTANT of the Company, and this Agreement will supersede any management consulting agreement with the Company.

C. The Company wishes to engage the services of the CONSULTANT to serve as CONSULTANT to the Company, using best efforts in the mission to further the interests of the Company; and

D. The Company and the CONSULTANT have agreed to enter into a CONSULTANT management agreement for their mutual benefit.

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS CONSULTANT

1.1 The Company, meant throughout this Agreement to mean the Company's governing body or Board of Directors, hereby engages the CONSULTANT to undertake the duties and title of International Government Affairs, and the CONSULTANT agrees to exercise those powers on a best efforts basis on behalf of the Company, (collectively the "**Services**") and the CONSULTANT accepts such engagement on the terms and conditions set forth in this Agreement.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of the Effective Date and shall continue for one (1) year or until terminated earlier pursuant to Sections 10 and 11 herein (the " **Term**"). Any renewal period for this Agreement shall be at the sole discretion of the Company along with the renewal term including any compensation for services during the renewal term.

3. CONSULTANT SERVICES

3.1 The CONSULTANT shall undertake and perform the duties and responsibilities commonly associated with acting in the capacities of International Government Affairs and member of International Government Affairs Board. The CONSULTANT agrees that his duties may be reasonably modified at the Company's and the CONSULTANT's mutual agreement from time to time.

3.2 In providing the Services the CONSULTANT shall:

- comply with all applicable local, state, provincial, national and federal statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company;
- not disclose, release or publish any information regarding the Company without the prior written consent of the Company; and
- not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without the Company's prior written consent as provided by the Company's Board of Directors.

4. CONSULTANT COMPENSATION

4.1 Shares. the Company shall pay the CONSULTANT for the provision of the Services, the Company shall pay the CONSULTANT or his assigns two million five hundred thousand (2,500,000) newly issued Rule 144 restricted common shares of Company common stock, par value $0.001 per share and two million five hundred thousand (2,500,000) newly issued free trading S-8 common shares of Company common stock, par value $0.001 per share.

4.2 Performance Bonus. As further compensation based on job performance, product development and branding, product sales, achievement of project or operational milestones, the Company is committed to providing an additional bonus schedule for the CONSULTANT on a semi-annual basis in the form of stock, options, or cash payments at the discretion of the Company.

5. CONSULTANT EXPENSES AND DEVELOPMENT COSTS

5.1 The Parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the CONSULTANT on the CONSULTANT's own behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. Notwithstanding the foregoing, the Company shall reimburse the CONSULTANT for any bona fide expenses such as travel and telephone incurred by the CONSULTANT on behalf of the Company in connection with the provision of the Services provided that the CONSULTANT submits to the Company an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to the Company within 10 days after the CONSULTANT incurs such expenses. However, the Company shall have no obligation to reimburse the CONSULTANT for any single expense in excess of $5,000 or $10,000.00 in the aggregate without the express prior written approval of the Company's Board of Directors.

6. CONFIDENTIALITY

6.1 The CONSULTANT shall not disclose to any third party without the prior consent of the Company any financial or business information concerning the business, affairs, plans and programs of the Company its Directors, officers, shareholders, employees, or CONSULTANTs (the "**Confidential Information**"). The CONSULTANT shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the CONSULTANT is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the CONSULTANT shall, at the Company's request, execute a confidentiality and non-disclosure agreement in a form mutually agreed upon by the Company and the CONSULTANT.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The CONSULTANT agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights which the CONSULTANT may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The CONSULTANT hereby waives any moral rights of authors or similar rights the CONSULTANT may have in or to the results and proceeds of the consulting Services hereunder.

7.2 The CONSULTANT retains the right of prior approval of any public statements or publications by the Company using the CONSULTANT's name, such as press releases and website pages.

7.3 The Company shall have the right to apply for and take out, at the Company's expense, life, health, accident, or other insurance covering the CONSULTANT, in any amount the Company deems necessary to protect the Company's interest hereunder. The CONSULTANT shall not have any right, title, or interest in or to such insurance.

8. REPRESENTATIONS AND WARRANTIES

8.1 The CONSULTANT represents, warrants and covenants to the Company as follows:

(a) The CONSULTANT is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company hereunder;

(b) The CONSULTANT is not under any physical or mental disability that would hinder the performance of her duties under this Agreement; and

(c) The Company will provide and disclose all legal and commercial information to the CONSULTANT that is necessary to perform CONSULTANT's duties.

9. INDEMNIFICATION

9.1 Each Party shall indemnify and hold harmless the other Party, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, attorneys, auditors, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Party of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Party.

10. NO OBLIGATION TO PROCEED.

10.1 Nothing herein contained shall in any way obligate the Company to use the Services hereunder or to exploit the results and proceeds of the Services hereunder; provided that, upon the condition that the CONSULTANT is not in material default of the terms and conditions hereof, nothing contained in this section 10.1 shall relieve the Company of its obligation to deliver to the CONSULTANT the Compensation. All of the foregoing shall be subject to the other terms and conditions of this Agreement (including, without limitation, the Company's right of termination, disability and default).

11. RIGHT OF TERMINATION.

11.1 The Company and the CONSULTANT shall each have the right to terminate this Agreement at any time in its sole discretion by giving not less than ninety (90) days written notice. Upon termination of this Agreement the CONSULTANT shall continue to work with the Company to fulfill the obligations of this Agreement during the notice period and this period will be paid for per terms of this Agreement.

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12. DEFAULT/BREACH

12.1 No act or omission of the Company hereunder shall constitute an event of default or breach of this Agreement unless the CONSULTANT shall first notify the Company in writing setting forth such alleged breach or default and the Company shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). No act or omission of the CONSULTANT hereunder shall constitute an event of default or breach of this Agreement unless the Company shall first notify the CONSULTANT in writing setting forth such alleged breach or default and the CONSULTANT shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). Either Party may terminate the Agreement if there is an event of default or breach of this Agreement that the other Party does not cure or attempt to cure pursuant to the clear intent of this Section.

13. COMPANY'S REMEDIES.

13.1 The services to be rendered by the CONSULTANT hereunder and the rights and privileges herein granted to the Company are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the CONSULTANT of any of the provisions of this Agreement shall cause the Company irreparable injury and damages. The CONSULTANT expressly agrees that the Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the CONSULTANT. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company may have in the premises for damages or otherwise.

14. INDEPENDENT CONTRACTORS.

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the Parties for any purpose whatsoever. Except as may be expressly provided herein, neither Party may be held responsible for the acts either of omission or commission of the other Party, and neither Party is authorized, or has the power, to obligate or bind the other Party by contract, agreement, warranty, representation or otherwise in any manner except by agreement the Company's Board of Directors. It is expressly understood that the legal relationship between the Parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said Party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company and the CONSULTANT may assign this Agreement only with the prior written consent of the other Party.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, and emailed to, the Party to be notified. Notice to each Party shall be deemed to have been duly given upon delivery, personally or by courier, to the physical and email addresses of the other Party at that Party's physical and email addresses provided on page one (1) of this Agreement, which may be updated over time with at least ten days written notice, to the other Party.

(h) Entire Agreement**.** This Agreement contains the entire understanding and agreement among the Parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by all Parties. This Agreement supersedes prior management and/or consulting agreements with the Company and the CONSULTANT.

(i) Waiver**.** A delay or failure by any Party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Counterparts expressly may include electronic counterparts with electronic signatures transmitted through electronic means.

(k) Successors**.** The provisions of this Agreement shall be binding upon all Parties, their successors and permitted assigns.

(l) Counsel**.** The Parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

CANNABIS SCIENCE, INC.

Per: */s/ Raymond C. Dabney*

Raymond C. Dabney President & CEO

CANNABIS SCIENCE, INC.

Per: */s/ Chad S. Johnson*

Chad S. Johnson, ESQ., Director, COO, & General Counsel

CONSULTANT:

By: */s/ Melvin Foote*

Melvin Foote

CONSULTING MANAGEMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") effective as of the March 16, 2015 (the " **Effective Date**"), entered into between **Cannabis Science, Inc., a Nevada Corporation**, with its principal registered address of 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 USA email: chad.johnson@cannabisscience.com (the "**Company**" or "**CBIS**") Dr. Allen Herman 1445 Crestridge Drive Silver Spring, Maryland, 20910 (hereinafter referred to as the "**CONSULTANT**") in connection with the provision of the CONSULTANT's services to the Company. The Company and the CONSULTANT may be referred to herein as the "Parties" or each as a "Party".

WHEREAS:

A. The Company is in the business of developing, manufacturing, marketing, and distributing legal cannabinoid-based and other products, particularly pharmaceutical products, worldwide;

B. The CONSULTANT will be a Managing CONSULTANT of the Company, and this Agreement will supersede any management consulting agreement with the Company.

C. The Company wishes to engage the services of the CONSULTANT to serve as CONSULTANT to the Company, using best efforts in the mission to further the interests of the Company; and

D. The Company and the CONSULTANT have agreed to enter into a CONSULTANT management agreement for their mutual benefit.

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS CONSULTANT

1.1 The Company, meant throughout this Agreement to mean the Company's governing body or Board of Directors, hereby engages the CONSULTANT to undertake the duties and title of Scientific Advisor, and the CONSULTANT agrees to exercise those powers on a best efforts basis on behalf of the Company, (collectively the "**Services**") and the CONSULTANT accepts such engagement on the terms and conditions set forth in this Agreement.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of the Effective Date and shall continue for one (1) year or until terminated earlier pursuant to Sections 10 and 11 herein (the " **Term**"). Any renewal period for this Agreement shall be at the sole discretion of the Company along with the renewal term including any compensation for services during the renewal term.

3. CONSULTANT SERVICES

3.1 The CONSULTANT shall undertake and perform the documentation and tracking of the Company's complete scientific protocols as directed by the President & CEO along with the duties and responsibilities commonly associated with acting in the capacities of Scientific Advisor and member of Scientific Advisory Board and International Government Affairs Board. The CONSULTANT agrees that his duties may be reasonably modified at the Company's and the CONSULTANT's mutual agreement from time to time.

3.2 In providing the Services the CONSULTANT shall:

- comply with all applicable local, state, provincial, national and federal statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company;
- not disclose, release or publish any information regarding the Company without the prior written consent of the Company; and
- not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without the Company's prior written consent as provided by the Company's Board of Directors.

4. CONSULTANT COMPENSATION

4.1 Shares. the Company shall pay the CONSULTANT for the provision of the Services, the Company shall pay the CONSULTANT or his assigns two million five hundred thousand (2,500,000) newly issued Rule 144 restricted common shares of Company common stock, par value $0.001 per share and two million five hundred thousand (2,500,000) newly issued free trading S-8 common shares of Company common stock, par value $0.001 per share.

4.2 Performance Bonus. As further compensation based on job performance, product development and branding, product sales, achievement of project or operational milestones, the Company is committed to providing an additional bonus schedule for the CONSULTANT on a semi-annual basis in the form of stock, options, or cash payments at the discretion of the Company.

5. CONSULTANT EXPENSES AND DEVELOPMENT COSTS

5.1 The Parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the CONSULTANT on the CONSULTANT's own behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. Notwithstanding the foregoing, the Company shall reimburse the CONSULTANT for any bona fide expenses such as travel and telephone incurred by the CONSULTANT on behalf of the Company in connection with the provision of the Services provided that the CONSULTANT submits to the Company an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to the Company within 10 days after the CONSULTANT incurs such expenses. However, the Company shall have no obligation to reimburse the CONSULTANT for any single expense in excess of $5,000 or $10,000.00 in the aggregate without the express prior written approval of the Company's Board of Directors.

6. CONFIDENTIALITY

6.1 The CONSULTANT shall not disclose to any third party without the prior consent of the Company any financial or business information concerning the business, affairs, plans and programs of the Company its Directors, officers, shareholders, employees, or CONSULTANTs (the "**Confidential Information**"). The CONSULTANT shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the CONSULTANT is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the CONSULTANT shall, at the Company's request, execute a confidentiality and non-disclosure agreement in a form mutually agreed upon by the Company and the CONSULTANT.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The CONSULTANT agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights which the CONSULTANT may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The CONSULTANT hereby waives any moral rights of authors or similar rights the CONSULTANT may have in or to the results and proceeds of the consulting Services hereunder.

7.2 The CONSULTANT retains the right of prior approval of any public statements or publications by the Company using the CONSULTANT's name, such as press releases and website pages.

7.3 The Company shall have the right to apply for and take out, at the Company's expense, life, health, accident, or other insurance covering the CONSULTANT, in any amount the Company deems necessary to protect the Company's interest hereunder. The CONSULTANT shall not have any right, title, or interest in or to such insurance.

8. REPRESENTATIONS AND WARRANTIES

8.1 The CONSULTANT represents, warrants and covenants to the Company as follows:

(a) The CONSULTANT is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company hereunder;

(b) The CONSULTANT is not under any physical or mental disability that would hinder the performance of her duties under this Agreement; and

(c) The Company will provide and disclose all legal and commercial information to the CONSULTANT that is necessary to perform CONSULTANT's duties.

9. INDEMNIFICATION

9.1 Each Party shall indemnify and hold harmless the other Party, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, attorneys, auditors, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Party of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Party.

10. NO OBLIGATION TO PROCEED.

10.1 Nothing herein contained shall in any way obligate the Company to use the Services hereunder or to exploit the results and proceeds of the Services hereunder; provided that, upon the condition that the CONSULTANT is not in material default of the terms and conditions hereof, nothing contained in this section 10.1 shall relieve the Company of its obligation to deliver to the CONSULTANT the Compensation. All of the foregoing shall be subject to the other terms and conditions of this Agreement (including, without limitation, the Company's right of termination, disability and default).

11. RIGHT OF TERMINATION.

11.1 The Company and the CONSULTANT shall each have the right to terminate this Agreement at any time in its sole discretion by giving not less than ninety (90) days written notice. Upon termination of this Agreement the CONSULTANT shall continue to work with the Company to fulfill the obligations of this Agreement during the notice period and this period will be paid for per terms of this Agreement.

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12. DEFAULT/BREACH

12.1 No act or omission of the Company hereunder shall constitute an event of default or breach of this Agreement unless the CONSULTANT shall first notify the Company in writing setting forth such alleged breach or default and the Company shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). No act or omission of the CONSULTANT hereunder shall constitute an event of default or breach of this Agreement unless the Company shall first notify the CONSULTANT in writing setting forth such alleged breach or default and the CONSULTANT shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). Either Party may terminate the Agreement if there is an event of default or breach of this Agreement that the other Party does not cure or attempt to cure pursuant to the clear intent of this Section.

13. COMPANY'S REMEDIES.

13.1 The services to be rendered by the CONSULTANT hereunder and the rights and privileges herein granted to the Company are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the CONSULTANT of any of the provisions of this Agreement shall cause the Company irreparable injury and damages. The CONSULTANT expressly agrees that the Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the CONSULTANT. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company may have in the premises for damages or otherwise.

14. INDEPENDENT CONTRACTORS.

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the Parties for any purpose whatsoever. Except as may be expressly provided herein, neither Party may be held responsible for the acts either of omission or commission of the other Party, and neither Party is authorized, or has the power, to obligate or bind the other Party by contract, agreement, warranty, representation or otherwise in any manner except by agreement the Company's Board of Directors. It is expressly understood that the legal relationship between the Parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said Party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company and the CONSULTANT may assign this Agreement only with the prior written consent of the other Party.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, and emailed to, the Party to be notified. Notice to each Party shall be deemed to have been duly given upon delivery, personally or by courier, to the physical and email addresses of the other Party at that Party's physical and email addresses provided on page one (1) of this Agreement, which may be updated over time with at least ten days written notice, to the other Party.

(h) Entire Agreement**.** This Agreement contains the entire understanding and agreement among the Parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by all Parties. This Agreement supersedes prior management and/or consulting agreements with the Company and the CONSULTANT.

(i) Waiver**.** A delay or failure by any Party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Counterparts expressly may include electronic counterparts with electronic signatures transmitted through electronic means.

(k) Successors**.** The provisions of this Agreement shall be binding upon all Parties, their successors and permitted assigns.

(l) Counsel**.** The Parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

CANNABIS SCIENCE, INC.

Per: */s/ Raymond C. Dabney*

Raymond C. Dabney President & CEO

CANNABIS SCIENCE, INC.

Per: */s/ Chad S. Johnson*

Chad S. Johnson, ESQ., Director, COO, & General Counsel

CONSULTANT:

By: */s/ Allen Herman*

Allen Herman

CONSULTING MANAGEMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") effective as of the March 16, 2015 (the " **Effective Date**"), entered into between **Cannabis Science, Inc., a Nevada Corporation**, with its principal registered address of 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 USA email: chad.johnson@cannabisscience.com (the "**Company**" or "**CBIS**") **Dr. Roscoe Moore Jr.**, with an address of 14315 Arctic Avenue, Rockville, Maryland 20853 (hereinafter referred to as the "**CONSULTANT**") in connection with the provision of the CONSULTANT's services to the Company. The Company and the CONSULTANT may be referred to herein as the "Parties" or each as a "Party".

WHEREAS:

A. The Company is in the business of developing, manufacturing, marketing, and distributing legal cannabinoid-based and other products, particularly pharmaceutical products, worldwide;

B. The CONSULTANT will be a Managing CONSULTANT of the Company, and this Agreement will be in addition to any management consulting agreement with the Company.

C. The Company wishes to engage the services of the CONSULTANT to serve as CONSULTANT to the Company, using best efforts in the mission to further the interests of the Company; and

D. The Company and the CONSULTANT have agreed to enter into a CONSULTANT management agreement for their mutual benefit.

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS CONSULTANT

1.1 The Company, meant throughout this Agreement to mean the Company's governing body or Board of Directors, hereby engages the CONSULTANT to undertake the duties and title of International Government Affairs, and the CONSULTANT agrees to exercise those powers on a best efforts basis on behalf of the Company, (collectively the "**Services**") and the CONSULTANT accepts such engagement on the terms and conditions set forth in this Agreement.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of the Effective Date and shall continue for one (1) year or until terminated earlier pursuant to Sections 10 and 11 herein (the " **Term**"). Any renewal period for this Agreement shall be at the sole discretion of the Company along with the renewal term including any compensation for services during the renewal term.

3. CONSULTANT SERVICES

3.1 The CONSULTANT shall undertake and perform the duties and responsibilities commonly associated with acting in the capacities of International Government Affairs and member of International Government Affairs Board. The CONSULTANT agrees that his duties may be reasonably modified at the Company's and the CONSULTANT's mutual agreement from time to time.

3.2 In providing the Services the CONSULTANT shall:

- comply with all applicable local, state, provincial, national and federal statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company;
- not disclose, release or publish any information regarding the Company without the prior written consent of the Company; and
- not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without the Company's prior written consent as provided by the Company's Board of Directors.

4. CONSULTANT COMPENSATION

4.1 Shares. the Company shall pay the CONSULTANT for the provision of the Services, the Company shall pay the CONSULTANT or his assigns five million (5,000,000) newly issued Rule 144 restricted common shares of Company common stock, par value $0.001 per share and two million five hundred thousand (2,500,000) newly issued free trading S-8 common shares of Company common stock, par value $0.001 per share.

4.2 Performance Bonus. As further compensation based on job performance, product development and branding, product sales, achievement of project or operational milestones, the Company is committed to providing an additional bonus schedule for the CONSULTANT on a semi-annual basis in the form of stock, options, or cash payments at the discretion of the Company.

5. CONSULTANT EXPENSES AND DEVELOPMENT COSTS

5.1 The Parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the CONSULTANT on the CONSULTANT's own behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. Notwithstanding the foregoing, the Company shall reimburse the CONSULTANT for any bona fide expenses such as travel and telephone incurred by the CONSULTANT on behalf of the Company in connection with the provision of the Services provided that the CONSULTANT submits to the Company an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to the Company within 10 days after the CONSULTANT incurs such expenses. However, the Company shall have no obligation to reimburse the CONSULTANT for any single expense in excess of $5,000 or $10,000.00 in the aggregate without the express prior written approval of the Company's Board of Directors.

6. CONFIDENTIALITY

6.1 The CONSULTANT shall not disclose to any third party without the prior consent of the Company any financial or business information concerning the business, affairs, plans and programs of the Company its Directors, officers, shareholders, employees, or CONSULTANTs (the "**Confidential Information**"). The CONSULTANT shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the CONSULTANT is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the CONSULTANT shall, at the Company's request, execute a confidentiality and non-disclosure agreement in a form mutually agreed upon by the Company and the CONSULTANT.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The CONSULTANT agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights which the CONSULTANT may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The CONSULTANT hereby waives any moral rights of authors or similar rights the CONSULTANT may have in or to the results and proceeds of the consulting Services hereunder.

7.2 The CONSULTANT retains the right of prior approval of any public statements or publications by the Company using the CONSULTANT's name, such as press releases and website pages.

7.3 The Company shall have the right to apply for and take out, at the Company's expense, life, health, accident, or other insurance covering the CONSULTANT, in any amount the Company deems necessary to protect the Company's interest hereunder. The CONSULTANT shall not have any right, title, or interest in or to such insurance.

8. REPRESENTATIONS AND WARRANTIES

8.1 The CONSULTANT represents, warrants and covenants to the Company as follows:

(a) The CONSULTANT is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company hereunder;

(b) The CONSULTANT is not under any physical or mental disability that would hinder the performance of her duties under this Agreement; and

(c) The Company will provide and disclose all legal and commercial information to the CONSULTANT that is necessary to perform CONSULTANT's duties.

9. INDEMNIFICATION

9.1 Each Party shall indemnify and hold harmless the other Party, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, attorneys, auditors, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Party of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Party.

10. NO OBLIGATION TO PROCEED.

10.1 Nothing herein contained shall in any way obligate the Company to use the Services hereunder or to exploit the results and proceeds of the Services hereunder; provided that, upon the condition that the CONSULTANT is not in material default of the terms and conditions hereof, nothing contained in this section 10.1 shall relieve the Company of its obligation to deliver to the CONSULTANT the Compensation. All of the foregoing shall be subject to the other terms and conditions of this Agreement (including, without limitation, the Company's right of termination, disability and default).

11. RIGHT OF TERMINATION.

11.1 The Company and the CONSULTANT shall each have the right to terminate this Agreement at any time in its sole discretion by giving not less than ninety (90) days written notice. Upon termination of this Agreement the CONSULTANT shall continue to work with the Company to fulfill the obligations of this Agreement during the notice period and this period will be paid for per terms of this Agreement.

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12. DEFAULT/BREACH

12.1 No act or omission of the Company hereunder shall constitute an event of default or breach of this Agreement unless the CONSULTANT shall first notify the Company in writing setting forth such alleged breach or default and the Company shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). No act or omission of the CONSULTANT hereunder shall constitute an event of default or breach of this Agreement unless the Company shall first notify the CONSULTANT in writing setting forth such alleged breach or default and the CONSULTANT shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). Either Party may terminate the Agreement if there is an event of default or breach of this Agreement that the other Party does not cure or attempt to cure pursuant to the clear intent of this Section.

13. COMPANY'S REMEDIES.

13.1 The services to be rendered by the CONSULTANT hereunder and the rights and privileges herein granted to the Company are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the CONSULTANT of any of the provisions of this Agreement shall cause the Company irreparable injury and damages. The CONSULTANT expressly agrees that the Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the CONSULTANT. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company may have in the premises for damages or otherwise.

14. INDEPENDENT CONTRACTORS.

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the Parties for any purpose whatsoever. Except as may be expressly provided herein, neither Party may be held responsible for the acts either of omission or commission of the other Party, and neither Party is authorized, or has the power, to obligate or bind the other Party by contract, agreement, warranty, representation or otherwise in any manner except by agreement the Company's Board of Directors. It is expressly understood that the legal relationship between the Parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said Party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company and the CONSULTANT may assign this Agreement only with the prior written consent of the other Party.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, and emailed to, the Party to be notified. Notice to each Party shall be deemed to have been duly given upon delivery, personally or by courier, to the physical and email addresses of the other Party at that Party's physical and email addresses provided on page one (1) of this Agreement, which may be updated over time with at least ten days written notice, to the other Party.

(h) Entire Agreement**.** This Agreement contains the entire understanding and agreement among the Parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by all Parties. This Agreement supersedes prior management and/or consulting agreements with the Company and the CONSULTANT.

(i) Waiver**.** A delay or failure by any Party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Counterparts expressly may include electronic counterparts with electronic signatures transmitted through electronic means.

(k) Successors**.** The provisions of this Agreement shall be binding upon all Parties, their successors and permitted assigns.

(l) Counsel**.** The Parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

CANNABIS SCIENCE, INC.

Per: /s/ *Raymond C. Dabney*

Raymond C. Dabney President & CEO

CANNABIS SCIENCE, INC.

Per: /s/ *Chad S. Johnson*

Chad S. Johnson, ESQ., Director, COO, & General Counsel

CONSULTANT:

By: /s/ *Roscoe Moore*

Roscoe Moore

CONSULTING MANAGEMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") effective as of the March 16, 2015 (the " **Effective Date**"), entered into between **Cannabis Science, Inc., a Nevada Corporation**, with its principal registered address of 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 USA email: chad.johnson@cannabisscience.com (the "**Company**" or "**CBIS**") Ufuoma Otu_____ (hereinafter referred to as the "**CONSULTANT**") in connection with the provision of the CONSULTANT's services to the Company. The Company and the CONSULTANT may be referred to herein as the "Parties" or each as a "Party".

WHEREAS:

A. The Company is in the business of developing, manufacturing, marketing, and distributing legal cannabinoid-based and other products, particularly pharmaceutical products, worldwide;

B. The CONSULTANT will be a Managing CONSULTANT of the Company, and this Agreement will supersede any management consulting agreement with the Company.

C. The Company wishes to engage the services of the CONSULTANT to serve as CONSULTANT to the Company, using best efforts in the mission to further the interests of the Company; and

D. The Company and the CONSULTANT have agreed to enter into a CONSULTANT management agreement for their mutual benefit.

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS CONSULTANT

1.1 The Company, meant throughout this Agreement to mean the Company's governing body or Board of Directors, hereby engages the CONSULTANT to undertake the duties and title of managing CONSULTANT, and the CONSULTANT agrees to exercise those powers on a best efforts basis on behalf of the Company, (collectively the "**Services**") and the CONSULTANT accepts such engagement on the terms and conditions set forth in this Agreement.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of the Effective Date and shall continue for one (1) year or until terminated earlier pursuant to Sections 10 and 11 herein (the " **Term**"). Any renewal period for this Agreement shall be at the sole discretion of the Company along with the renewal term including any compensation for services during the renewal term.

3. CONSULTANT SERVICES

3.1 The CONSULTANT shall undertake and perform administration and tracking of the Company's projects as directed by the President & CEO along with the duties and responsibilities commonly associated with acting in the capacities of an administrator. The CONSULTANT agrees that their duties may be reasonably modified at the Company's and the CONSULTANT's mutual agreement from time to time.

3.2 In providing the Services the CONSULTANT shall:

- comply with all applicable local, state, provincial, national and federal statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company;
- not disclose, release or publish any information regarding the Company without the prior written consent of the Company; and
- not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without the Company's prior written consent as provided by the Company's Board of Directors.

4. CONSULTANT COMPENSATION

4.1 Shares. the Company shall pay the CONSULTANT for the provision of the Services, the Company shall pay the CONSULTANT or their assigns one million (1,000,000) newly issued free trading S-8 common shares of Company common stock, par value $0.001 per share.

4.2 Performance Bonus. As further compensation based on job performance, product development and branding, product sales, achievement of project or operational milestones, the Company is committed to providing an additional bonus schedule for the CONSULTANT on a semi-annual basis in the form of stock, options, or cash payments at the discretion of the Company.

5. CONSULTANT EXPENSES AND DEVELOPMENT COSTS

5.1 The Parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the CONSULTANT on the CONSULTANT's own behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. Notwithstanding the foregoing, the Company shall reimburse the CONSULTANT at a minimum rate of $750.00 per month for any and all expenses up to that amount with no question. Any bona fide expenses over and above the $750.00 per month such as travel and telephone incurred by the CONSULTANT on behalf of the Company in connection with the provision of the Services provided that the CONSULTANT submits to the Company an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to the Company within 10 days after the CONSULTANT incurs such expenses. However, the Company shall have no obligation to reimburse the CONSULTANT for any single expense in excess of $5,000 or $10,000.00 in the aggregate without the express prior written approval of the Company's Board of Directors.

6. CONFIDENTIALITY

6.1 The CONSULTANT shall not disclose to any third party without the prior consent of the Company any financial or business information concerning the business, affairs, plans and programs of the Company its Directors, officers, shareholders, employees, or CONSULTANTs (the "**Confidential Information**"). The CONSULTANT shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the CONSULTANT is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the CONSULTANT shall, at the Company's request, execute a confidentiality and non-disclosure agreement in a form mutually agreed upon by the Company and the CONSULTANT.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The CONSULTANT agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights which the CONSULTANT may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The CONSULTANT hereby waives any moral rights of authors or similar rights the CONSULTANT may have in or to the results and proceeds of the consulting Services hereunder.

7.2 The CONSULTANT retains the right of prior approval of any public statements or publications by the Company using the CONSULTANT's name, such as press releases and website pages.
7.3 The Company shall have the right to apply for and take out, at the Company's expense, life, health, accident, or other insurance covering the CONSULTANT, in any amount the Company deems necessary to protect the Company's interest hereunder. The CONSULTANT shall not have any right, title, or interest in or to such insurance.

8. REPRESENTATIONS AND WARRANTIES

8.1 The CONSULTANT represents, warrants and covenants to the Company as follows:

(a) The CONSULTANT is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company hereunder;

(b) The CONSULTANT is not under any physical or mental disability that would hinder the performance of her duties under this Agreement; and

(c) The Company will provide and disclose all legal and commercial information to the CONSULTANT that is necessary to perform CONSULTANT's duties.

9. INDEMNIFICATION

9.1 Each Party shall indemnify and hold harmless the other Party, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, attorneys, auditors, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Party of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Party.

10. NO OBLIGATION TO PROCEED.

10.1 Nothing herein contained shall in any way obligate the Company to use the Services hereunder or to exploit the results and proceeds of the Services hereunder; provided that, upon the condition that the CONSULTANT is not in material default of the terms and conditions hereof, nothing contained in this section 10.1 shall relieve the Company of its obligation to deliver to the CONSULTANT the Compensation. All of the foregoing shall be subject to the other terms and conditions of this Agreement (including, without limitation, the Company's right of termination, disability and default).

11. RIGHT OF TERMINATION.

11.1 The Company and the CONSULTANT shall each have the right to terminate this Agreement at any time in its sole discretion by giving not less than ninety (90) days written notice. Upon termination of this Agreement the CONSULTANT shall continue to work with the Company to fulfill the obligations of this Agreement during the notice period and this period will be paid for per terms of this Agreement.

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12. DEFAULT/BREACH

12.1 No act or omission of the Company hereunder shall constitute an event of default or breach of this Agreement unless the CONSULTANT shall first notify the Company in writing setting forth such alleged breach or default and the Company shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). No act or omission of the CONSULTANT hereunder shall constitute an event of default or breach of this Agreement unless the Company shall first notify the CONSULTANT in writing setting forth such alleged breach or default and the CONSULTANT shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). Either Party may terminate the Agreement if there is an event of default or breach of this Agreement that the other Party does not cure or attempt to cure pursuant to the clear intent of this Section.

13. COMPANY'S REMEDIES.

13.1 The services to be rendered by the CONSULTANT hereunder and the rights and privileges herein granted to the Company are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the CONSULTANT of any of the provisions of this Agreement shall cause the Company irreparable injury and damages. The CONSULTANT expressly agrees that the Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the CONSULTANT. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company may have in the premises for damages or otherwise.

14. INDEPENDENT CONTRACTORS.

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the Parties for any purpose whatsoever. Except as may be expressly provided herein, neither Party may be held responsible for the acts either of omission or commission of the other Party, and neither Party is authorized, or has the power, to obligate or bind the other Party by contract, agreement, warranty, representation or otherwise in any manner except by agreement the Company's Board of Directors. It is expressly understood that the legal relationship between the Parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said Party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company and the CONSULTANT may assign this Agreement only with the prior written consent of the other Party.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, and emailed to, the Party to be notified. Notice to each Party shall be deemed to have been duly given upon delivery, personally or by courier, to the physical and email addresses of the other Party at that Party's physical and email addresses provided on page one (1) of this Agreement, which may be updated over time with at least ten days written notice, to the other Party.

(h) Entire Agreement**.** This Agreement contains the entire understanding and agreement among the Parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by all Parties. This Agreement supersedes prior management and/or consulting agreements with the Company and the CONSULTANT.

(i) Waiver**.** A delay or failure by any Party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Counterparts expressly may include electronic counterparts with electronic signatures transmitted through electronic means.

(k) Successors**.** The provisions of this Agreement shall be binding upon all Parties, their successors and permitted assigns.

(l) Counsel**.** The Parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

CANNABIS SCIENCE, INC.

Per: /s/ *Raymond C. Dabney*

Raymond C. Dabney President & CEO

CANNABIS SCIENCE, INC.

Per: /s/ *Chad S. Johnson*

Chad S. Johnson, ESQ., Director, COO, & General Counsel

CONSULTANT:

By: /s/ *Ufuoma Otu*

Ufuoma Otu

CONSULTING MANAGEMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") effective as of the March 26, 2015 (the " **Effective Date**"), entered into between **Cannabis Science, Inc., a Nevada Corporation**, with its principal registered address of 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 USA email: chad.johnson@cannabisscience.com (the "**Company**" or "**CBIS**") Mark D. Hoogstad with address of De Boelelaan 7, 1083 HJ Amsterdam, The Netherlands (hereinafter referred to as the General Legal & Tax Advisor "**GLTA**" or "**Consultant**") in connection with the provision of the GTLA's services to the Company. The Company and the GTLA may be referred to herein as the "Parties" or each as a "Party".

WHEREAS:

A. The Company is in the business of developing, manufacturing, marketing, and distributing legal cannabinoid-based and other products, particularly pharmaceutical products, worldwide;

B. The General Legal & Tax Advisor will be a GLTA of the Company, and this Agreement will supersede any other management consulting agreement with the Company.

C. The Company wishes to engage the services of the GLTA to serve as GLTA to the Company, using best efforts in the mission to further the interests of the Company; and

D. The Company and the GLTA have agreed to enter into a GLTA management agreement for their mutual benefit.

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS GLTA

1.1 The Company, meant throughout this Agreement to mean the Company's governing body or Board of Directors, hereby engages the GLTA to undertake the duties as General Legal & Tax Advisor, and the GLTA agrees to exercise those powers on a best efforts basis on behalf of the Company, (collectively the "**Services**") and the GLTA accepts such engagement on the terms and conditions set forth in this Agreement.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of the Effective Date and shall continue for one (1) year or until terminated earlier pursuant to Sections 10 and 11 herein (the " **Term**"). Any renewal period for this Agreement shall be at the sole discretion of the Company along with the renewal term including any compensation for services during the renewal term.

3. GLTA SERVICES

3.1 The GLTA shall undertake and perform duties as General Legal & Tax Advisor reporting directly to the President & CEO. The GLTA agrees that his duties may be reasonably modified at the Company's and the GLTA's mutual agreement from time to time.

3.2 In providing the Services the GLTA shall:

- comply with all applicable local, state, provincial, national and federal statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company;
- not disclose, release or publish any information regarding the Company without the prior written consent of the Company; and
- not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without the Company's prior written consent as provided by the Company's Board of Directors.

4. GLTA COMPENSATION

4.1 Shares. the Company shall pay the GLTA for the provision of the Services two million five hundred thousand (2,500,000) newly issued free trading S-8 common shares of Company common stock, par value $0.001 per share.

4.2 Performance Bonus. As further compensation based on job performance, product development and branding, product sales, achievement of project or operational milestones, the Company is committed to providing an additional bonus schedule for the GLTA on a semi-annual basis in the form of stock, options, or cash payments at the discretion of the Company.

5. GLTA EXPENSES AND DEVELOPMENT COSTS

5.1 The Parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the GLTA on the GLTA's own behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. Notwithstanding the foregoing, the Company shall reimburse the GLTA for any bona fide expenses such as travel and telephone incurred by the GLTA on behalf of the Company in connection with the provision of the Services provided that the GLTA submits to the Company an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to the Company within 10 days after the GLTA incurs such expenses. However, the Company shall have no obligation to reimburse the GLTA for any single expense in excess of $5,000 or $10,000.00 in the aggregate without the express prior written approval of the Company's Board of Directors.

6. CONFIDENTIALITY

6.1 The GLTA shall not disclose to any third party without the prior consent of the Company any financial or business information concerning the business, affairs, plans and programs of the Company its Directors, officers, shareholders, employees, or GLTAs (the "**Confidential Information**"). The GLTA shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the GLTA is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the GLTA shall, at the Company's request, execute a confidentiality and non-disclosure agreement in a form mutually agreed upon by the Company and the GLTA.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The GLTA agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights which the GLTA may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The GLTA hereby waives any moral rights of authors or similar rights the GLTA may have in or to the results and proceeds of the consulting Services hereunder.

7.2 The GLTA retains the right of prior approval of any public statements or publications by the Company using the GLTA's name, such as press releases and website pages.

7.3 The Company shall have the right to apply for and take out, at the Company's expense, life, health, accident, or other insurance covering the GLTA, in any amount the Company deems necessary to protect the Company's interest hereunder. The GLTA shall not have any right, title, or interest in or to such insurance.

8. REPRESENTATIONS AND WARRANTIES

8.1 The GLTA represents, warrants and covenants to the Company as follows:

(a) The GLTA is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company hereunder;

(b) The GLTA is not under any physical or mental disability that would hinder the performance of her duties under this Agreement; and

(c) The Company will provide and disclose all legal and commercial information to the GLTA that is necessary to perform GLTA's duties.

9. INDEMNIFICATION

9.1 Each Party shall indemnify and hold harmless the other Party, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, attorneys, auditors, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Party of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Party.

10. NO OBLIGATION TO PROCEED.

10.1 Nothing herein contained shall in any way obligate the Company to use the Services hereunder or to exploit the results and proceeds of the Services hereunder; provided that, upon the condition that the GLTA is not in material default of the terms and conditions hereof, nothing contained in this section 10.1 shall relieve the Company of its obligation to deliver to the GLTA the Compensation. All of the foregoing shall be subject to the other terms and conditions of this Agreement (including, without limitation, the Company's right of termination, disability and default).

11. RIGHT OF TERMINATION.

11.1 The Company and the GLTA shall each have the right to terminate this Agreement at any time in its sole discretion by giving not less than ninety (90) days written notice. Upon termination of this Agreement the GLTA shall continue to work with the Company to fulfill the obligations of this Agreement during the notice period and this period will be paid for per terms of this Agreement.

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12. DEFAULT/BREACH

12.1 No act or omission of the Company hereunder shall constitute an event of default or breach of this Agreement unless the GLTA shall first notify the Company in writing setting forth such alleged breach or default and the Company shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). No act or omission of the GLTA hereunder shall constitute an event of default or breach of this Agreement unless the Company shall first notify the GLTA in writing setting forth such alleged breach or default and the GLTA shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). Either Party may terminate the Agreement if there is an event of default or breach of this Agreement that the other Party does not cure or attempt to cure pursuant to the clear intent of this Section.

13. COMPANY'S REMEDIES.

13.1 The services to be rendered by the GLTA hereunder and the rights and privileges herein granted to the Company are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the GLTA of any of the provisions of this Agreement shall cause the Company irreparable injury and damages. The GLTA expressly agrees that the Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the GLTA. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company may have in the premises for damages or otherwise.

14. INDEPENDENT CONTRACTORS.

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the Parties for any purpose whatsoever. Except as may be expressly provided herein, neither Party may be held responsible for the acts either of omission or commission of the other Party, and neither Party is authorized, or has the power, to obligate or bind the other Party by contract, agreement, warranty, representation or otherwise in any manner except by agreement the Company's Board of Directors. It is expressly understood that the legal relationship between the Parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said Party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company and the GLTA may assign this Agreement only with the prior written consent of the other Party.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, and emailed to, the Party to be notified. Notice to each Party shall be deemed to have been duly given upon delivery, personally or by courier, to the physical and email addresses of the other Party at that Party's physical and email addresses provided on page one (1) of this Agreement, which may be updated over time with at least ten days written notice, to the other Party.

(h) Entire Agreement**.** This Agreement contains the entire understanding and agreement among the Parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by all Parties. This Agreement supersedes prior management and/or consulting agreements with the Company and the GLTA.

(i) Waiver**.** A delay or failure by any Party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Counterparts expressly may include electronic counterparts with electronic signatures transmitted through electronic means.

(k) Successors**.** The provisions of this Agreement shall be binding upon all Parties, their successors and permitted assigns.

(l) Counsel**.** The Parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

Cannabis Science Inc.

Per: *Raymond C. Dabney*

Raymond C. Dabney, President & CEO

Cannabis Science Inc.

Per: *Mario S. Lap*

Mario S. Lap, Director & European President of Operations

Consultant:

By: *Mark D. Hoogstad*

Mark D. Hoogstad

CONSULTING PRODUCTION MANAGEMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") effective as of the March 26, 2015 (the " **Effective Date**"), entered into between **Cannabis Science, Inc., a Nevada Corporation**, with its principal registered address of 6946 North Academy Blvd Suite B #254, Colorado Springs, Colorado 80918 USA email: chad.johnson@cannabisscience.com (the "**Company**" or "**CBIS**") **Soukitna Soeung** 1001 Blvd. De Maisonneuve Est, suite 1130, Montreal, Quebec, (Canada) H2L 4P9 (hereinafter referred to as the "**Producer**" or "**Consultant**") in connection with the provision of the PRODUCER's services to the Company. The Company and the PRODUCER may be referred to herein as the "Parties" or each as a "Party".

WHEREAS:

A. The Company is in the business of developing, manufacturing, marketing, and distributing legal cannabinoid-based and other products, particularly pharmaceutical products, worldwide;

B. The PRODUCER will be a PRODUCER of the Company, and this Agreement will supersede any management consulting agreement with the Company.

C. The Company wishes to engage the services of the PRODUCER to serve as PRODUCER to the Company, using best efforts in the mission to further the interests of the Company; and

D. The Company and the PRODUCER have agreed to enter into a PRODUCTION management agreement for their mutual benefit.

THIS AGREEMENT WITNESSES THAT in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. ENGAGEMENT AS PRODUCER

1.1 The Company, meant throughout this Agreement to mean the Company's governing body or Board of Directors, hereby engages the PRODUCER to undertake the duties to deliver Four (4) in-depth video Interviews to the Company pursuant to **("DESCRIPTION OF SERVICES" ON PAGE 7 & 8 OF THIS AGREEMENT).** The PRODUCER agrees to exercise those powers on a best efforts basis on behalf of the Company, (collectively the "**Services**") and the PRODUCER accepts such engagement on the terms and conditions set forth in this Agreement.

2. TERM OF THIS AGREEMENT

2.1 The term of this Agreement shall begin as of the Effective Date and shall continue for one (1) year or until terminated earlier pursuant to Sections 10 and 11 herein (the " **Term**"). Any renewal period for this Agreement shall be at the sole discretion of the Company along with the renewal term including any compensation for services during the renewal term.

3. PRODUCER SERVICES

3.1 The PRODUCER shall undertake and perform the duties and responsibilities commonly associated with acting in the capacities of a PRODUCER. The PRODUCER agrees that their duties may be reasonably modified at the Company's and the PRODUCER's mutual agreement from time to time.

3.2 In providing the Services the PRODUCER shall:

- comply with all applicable local, state, provincial, national and federal statutes, laws and regulations;
- not make any misrepresentation or omit to state any material fact which results in a misrepresentation regarding the business of the Company;
- not disclose, release or publish any information regarding the Company without the prior written consent of the Company; and
- not employ any person in any capacity, or contract for the purchase or rental of any service, article or material, nor make any commitment, agreement or obligation whereby the Company shall be required to pay any monies or other consideration without the Company's prior written consent as provided by the Company's Board of Directors.

4. PRODUCER COMPENSATION

4.1 Shares. the Company shall pay the PRODUCER for the provision of the Services, three million (3,000,000) newly issued free trading S-8 common shares of Company common stock, par value $0.001 per share.

4.2 Performance Bonus. As further compensation based on job performance, product development and branding, product sales, achievement of project or operational milestones, the Company is committed to providing an additional bonus schedule for the PRODUCER on a semi-annual basis in the form of stock, options, or cash payments at the discretion of the Company.

5. PRODUCER EXPENSES AND DEVELOPMENT COSTS

5.1 The Parties agree that the Compensation hereunder shall be inclusive of any and all fees or expenses incurred by the PRODUCER on the PRODUCER's own behalf pursuant to this Agreement including but not limited to the costs of rendering the Services. Notwithstanding the foregoing, the Company shall reimburse the PRODUCER for any bona fide expenses such as travel and telephone incurred by the PRODUCER on behalf of the Company in connection with the provision of the Services provided that the PRODUCER submits to the Company an itemized written account of such expenses and corresponding receipts of purchase in a form acceptable to the Company within 10 days after the PRODUCER incurs such expenses. However, the Company shall have no obligation to reimburse the PRODUCER for any single expense in excess of $5,000 or $10,000.00 in the aggregate without the express prior written approval of the Company's Board of Directors.

6. CONFIDENTIALITY

6.1 The PRODUCER shall not disclose to any third party without the prior consent of the Company any financial or business information concerning the business, affairs, plans and programs of the Company its Directors, officers, shareholders, employees, or PRODUCERs (the "**Confidential Information**"). The PRODUCER shall not be bound by the foregoing limitation in the event (i) the Confidential Information is otherwise disseminated and becomes public information or (ii) the PRODUCER is required to disclose the Confidential Informational pursuant to a subpoena or other judicial order. As a material inducement to the Company entering into this Agreement, the PRODUCER shall, at the Company's request, execute a confidentiality and non-disclosure agreement in a form mutually agreed upon by the Company and the PRODUCER.

7. GRANTS OF RIGHTS AND INSURANCE

7.1 The PRODUCER agrees that the results and proceeds of the Services under this Agreement, although not created in an employment relationship, shall, for the purpose of copyright only, be deemed a work made in the course of employment under the Canadian law or a work-made-for-hire under the United States law and all other comparable international intellectual property laws and conventions. All intellectual property rights and any other rights which the PRODUCER may have in and to any work, materials, or other results and proceeds of the Services hereunder shall vest irrevocably and exclusively with the Company and are otherwise hereby assigned to the Company as and when created. The PRODUCER hereby waives any moral rights of authors or similar rights the PRODUCER may have in or to the results and proceeds of the consulting Services hereunder.

7.2 The PRODUCER retains the right of prior approval of any public statements or publications by the Company using the PRODUCER's name, such as press releases and website pages.
7.3 The Company shall have the right to apply for and take out, at the Company's expense, life, health, accident, or other insurance covering the PRODUCER, in any amount the Company deems necessary to protect the Company's interest hereunder. The PRODUCER shall not have any right, title, or interest in or to such insurance.

8. REPRESENTATIONS AND WARRANTIES

8.1 The PRODUCER represents, warrants and covenants to the Company as follows:

(a) The PRODUCER is not under any contractual or other restriction which is inconsistent with the execution of this Agreement, the performance of the Services hereunder or any other rights of the Company hereunder;

(b) The PRODUCER is not under any physical or mental disability that would hinder the performance of her duties under this Agreement; and

(c) The Company will provide and disclose all legal and commercial information to the PRODUCER that is necessary to perform PRODUCER's duties.

9. INDEMNIFICATION

9.1 Each Party shall indemnify and hold harmless the other Party, its partners, financiers, parent, affiliated and related companies, and all of their respective individual shareholders, directors, officers, employees, attorneys, auditors, licensees and assigns from and against any claims, actions, losses and expenses (including legal expenses) occasioned by any breach by the Party of any representations and warranties contained in, or by any breach of any other provision of, this Agreement by the Party.

10. NO OBLIGATION TO PROCEED.

10.1 Nothing herein contained shall in any way obligate the Company to use the Services hereunder or to exploit the results and proceeds of the Services hereunder; provided that, upon the condition that the PRODUCER is not in material default of the terms and conditions hereof, nothing contained in this section 10.1 shall relieve the Company of its obligation to deliver to the PRODUCER the Compensation. All of the foregoing shall be subject to the other terms and conditions of this Agreement (including, without limitation, the Company's right of termination, disability and default).

11. RIGHT OF TERMINATION.

11.1 The Company and the PRODUCER shall each have the right to terminate this Agreement at any time in its sole discretion by giving not less than ninety (90) days written notice. Upon termination of this Agreement the PRODUCER shall continue to work with the Company to fulfill the obligations of this Agreement during the notice period and this period will be paid for per terms of this Agreement.

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12. DEFAULT/BREACH

12.1 No act or omission of the Company hereunder shall constitute an event of default or breach of this Agreement unless the PRODUCER shall first notify the Company in writing setting forth such alleged breach or default and the Company shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). No act or omission of the PRODUCER hereunder shall constitute an event of default or breach of this Agreement unless the Company shall first notify the PRODUCER in writing setting forth such alleged breach or default and the PRODUCER shall cure said alleged breach or default within 10 days after receipt of such notice (or commence said cure within said ten days if the matter cannot be cured in ten days, and shall diligently continue to complete said cure). Either Party may terminate the Agreement if there is an event of default or breach of this Agreement that the other Party does not cure or attempt to cure pursuant to the clear intent of this Section.

13. COMPANY'S REMEDIES.

13.1 The services to be rendered by the PRODUCER hereunder and the rights and privileges herein granted to the Company are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, it being understood and agreed that a breach by the PRODUCER of any of the provisions of this Agreement shall cause the Company irreparable injury and damages. The PRODUCER expressly agrees that the Company shall be entitled to seek injunctive and/or other equitable relief to prevent a breach hereof the PRODUCER. Resort to such equitable relief, however, shall not be construed as a waiver of any other rights or remedies which the Company may have in the premises for damages or otherwise.

14. INDEPENDENT CONTRACTORS.

14.1 Nothing herein shall be construed as creating a partnership, joint venture, or master-servant relationship between the Parties for any purpose whatsoever. Except as may be expressly provided herein, neither Party may be held responsible for the acts either of omission or commission of the other Party, and neither Party is authorized, or has the power, to obligate or bind the other Party by contract, agreement, warranty, representation or otherwise in any manner except by agreement the Company's Board of Directors. It is expressly understood that the legal relationship between the Parties is one of independent contractors.

15. MISCELLANEOUS PROVISIONS

(a) Time**.** Time is of the essence of this Agreement.

(b) Presumption**.** This Agreement or any section thereof shall not be construed against any Party due to the fact that said Agreement or any section thereof was drafted by said Party.

(c) Titles and Captions**.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

(d) Further Action**.** The Parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) Savings Clause**.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(f) Assignment**.** The Company and the PRODUCER may assign this Agreement only with the prior written consent of the other Party.

(g) Notices**.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally or by express delivery service, and emailed to, the Party to be notified. Notice to each Party shall be deemed to have been duly given upon delivery, personally or by courier, to the physical and email addresses of the other Party at that Party's physical and email addresses provided on page one (1) of this Agreement, which may be updated over time with at least ten days written notice, to the other Party.

(h) Entire Agreement**.** This Agreement contains the entire understanding and agreement among the Parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by all Parties. This Agreement supersedes prior management and/or consulting agreements with the Company and the PRODUCER.

(i) Waiver**.** A delay or failure by any Party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.

(j) Counterparts**.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Counterparts expressly may include electronic counterparts with electronic signatures transmitted through electronic means.

(k) Successors**.** The provisions of this Agreement shall be binding upon all Parties, their successors and permitted assigns.

(l) Counsel**.** The Parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

CANNABIS SCIENCE, INC.

Per: *Raymond C. Dabney*

_____

Raymond C. Dabney President & CEO

CANNABIS SCIENCE, INC.

Per: *Chad S. Johnson*

_____

Chad S. Johnson, ESQ., Director, COO, & General Counsel

PRODUCER:

By: *Soukitna Soeung*

_____

Soukitna Soeung

DESCRIPTION OF SERVICES

Independent Learning Activity

Four (4) in-depth video Interviews (~15 minute each) with mutually selected 4 Key opinion leaders by ViroStream's Editor–in-Chief, on the topic aforementioned here.

1) Investigation of cannabinoids as antivirals against HIV TAT as identified in peer-reviewed literature – Mechanistic approaches to Cannabinoids via contract research Dr. Harold Smith, CSO, Professor Biophysics, University of Rochester, Study Section Chair.
2) HIV and Kaposi Sarcoma Dr. Mike McGrath from UC Davis, Dr. Gary Blick from Circle Medical, NCI Principal Investigator
3) The utility of Cannabinoids to Reduce HIV Driven Inflammation – Dr. Nichole Klatt, University of Washington, Mark Wainberg McGill University, Rob Murphy Northwestern University, Dr Thomas of Clinique medicale l'Actuel, Timothy Ray Brown.
4) Cannabinoids as an Adjunctive Therapies to Enhance the Efficacy of Therapeutic Vaccines – Collaboration with IGXBlo -

Proposed date of Activity ICAR (International Conference and Aids in Italy) , IAS Pathogenisis (Vancouver, Canada)

Learning Objectives

This learning activity is designed to enhance the knowledge base of the practicing physician professionals involved in the management of patients living with HIV and HCV. The topic will highlight the most recent advances in the use of cannabinoids in the medical field. Empowering the healthcare providers to more effectively solving the problems encountered in daily clinical practice.

Deliverables

- ¾ 4 Video of speaker interview
- ¾ Downloadable speaker slide set (Approx. 20 slides)
- ¾ Delivery and hosting for 1 year on http://www.ViroStream.com of one (1) program splash page featuring one (1) video presentation and downloadable slides

Enduring Material

This learning activity will be hosted on ViroStream for a period of 1 year.

Audience Reach Strategy

ViroStream has a mixed media program promotional campaign; promotion on ViroStream's homepage carousel (banner ad), in ViroStream's e-newsletter, and social media campaign:

A YouTube teaser video of the sponsored item, along with Facebook, and Twitter announcements and campaigns, will further target physicians and allied healthcare professionals with an interest in virology around the globe.

Audience Engagement Reporting

A one (1) month, three (3) month, six (6) month and one (1) year stat report will be provided detailing the following:

Social Media Engagement reporting focusing on how people use social media tools to get to your sponsored program and what happens to traffic from social media once it lands on your program.

Web Activity reporting offering detailed statistics about ViroStream's traffic and traffic sources by region and specialty.

Audience Engagement reporting shows how the audience as a whole has viewed your program videos. You can see where your audience rewinds and watches multiple times and when they stop watching. The report highlights the engagement of viewers who clicked play on the video, the number of times that section was re-watched.

Cannabis Science logo will appear on program's splash page, as well as within the slide presentation. All items promoting the program will also mention your sponsorship.

Acceptance Criteria

The program's video content is developed by ViroStream's medical content team, based on approval of ViroStream's Editor-in-chief and Scientific Committee.

Exhibit 31.1

Certification Of The Chief Executive Officer - Pursuant to Rule 13a-14 or 15d-14 of the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Raymond C. Dabney, certify that:

1. I have reviewed this Annual Report on Form 10-K of Cannabis Science, Inc.

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 21, 2015

/s/ Raymond C. Dabney
Raymond C. Dabney
Chief Executive Officer

Exhibit 31.2

Certification Of The Chief Financial Officer - Pursuant to Rule 13a-14 or 15d-14 of the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Robert Kane, certify that:

1. I have reviewed this Annual Report on Form 10-K of Cannabis Science, Inc.

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 21, 2015

/s/ Robert Kane
Robert Kane
Chief Financial Officer

Exhibit 32.1

Certification Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of Cannabis Science, Inc. (the "Company") on Form 10-K for the fiscal year ended December 31, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Raymond C. Dabney, Chief Executive Officer of the Company certify, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 21, 2015

/s/ Raymond C. Dabney
Raymond C. Dabney
Chief Executive Officer

Exhibit 32.2

Certification Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of Cannabis Science, Inc. (the "Company") on Form 10-K for the fiscal year ended December 31, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Robert Kane, Chief Financial Officer of the Company certify, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 21, 2015

/s/ Robert Kane
Robert Kane
Chief Financial Officer