

SECURITIES & EXCHANGE COMMISSION EDGAR FILING

Immunoclin Corp

Form: SC 13D

Date Filed: 2016-04-14

Corporate Issuer CIK: 1520047

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934

IMMUNOCLIN CORPORATION
(Name of Issuer)

Common Stock, Par Value \$0.001 per share
(Title of Class of Securities)

45256L 109
(CUSIP Number)

Raymond C. Dabney
Suite 900
555 – Burrard Street
Vancouver BC, V7X 1M9
310.650.3788

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

April 5, 2013
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	NAME OF REPORTING PERSON I.R.S. IDENTIFICATION NO. Raymond C. Dabney	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS OO	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) X	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Canada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 11,000,000 Shares of Common Stock (See Item 4 for additional information relating to the Reporting Person's ownership of shares of Series A Preferred Stock).
	8.	SHARED VOTING POWER 0 (See Item 4).
	9.	SOLE DISPOSITIVE POWER 11,000,000 Shares of Common Stock (See Item 4).
	10.	SHARED DISPOSITIVE POWER 0
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,000,000 Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 38.2%	
14.	TYPE OF REPORTING PERSON IN	

Item 1. Security and Issuer

This statement on Schedule 13D (this "Schedule 13D") relates to the common stock, par value \$0.001 per share (each, a "Share", and collectively, the "Shares"), of Immunoclin Corporation, a Nevada corporation ("Immunoclin" or the "Issuer"). The principal executive offices of Immunoclin are located at 1420 N Street NW, Suite 102, Washington, DC 20005.

Item 2. Identity and Background

This Schedule 13D is being filed by Mr. Raymond C. Dabney (the "Reporting Person"), who has sole voting and dispositive power over 11,000,000 Shares.

The Reporting Person's business address is Suite 900, 555 – Burrard Street, Vancouver BC, V7X 1M9. The Reporting Person's present principal occupation is as President and Chief Executive Officer at Cannabis Science, Inc. at the business address referenced in this Item 2.

On February 8, 2010, the United States District Court for the District of Arizona entered a final judgment permanently restraining and enjoining the Reporting Person from engaging in certain enumerated acts in violation of Section 5 of the Securities Act of 1933 (the "Securities Act"). In addition, the Reporting Person was liable for disgorgement of profits and interest for a total of \$143,337.10 and a civil penalty of \$50,000 under Section 20(d) of the Securities Act.

The Reporting Person is a natural person and is currently a citizen of Canada.

Item 3. Source and Amount of Funds or Other Consideration

The Reporting Person acquired the beneficial interest in the Shares that triggered the filing of this Schedule 13D as further described in Item 4 hereto.

Item 4. Purpose of Transaction

The Reporting Person acquired the 11,000,000 Shares for investment purposes.

On April 5, 2013, Castor Management Services Inc. ("Castor") entered into a management agreement with the predecessor of the Issuer, Pharma Investing News, Inc. (the "Issuer's Predecessor"), pursuant to which the Issuer's Predecessor issued 10,000,000 shares of common stock to Castor as compensation for performing consultant services. Pursuant to a prior agreement, the Reporting Person became a beneficial owner of these shares of common stock. This issue increased Castor's direct ownership and, indirectly, the Reporting Person's beneficial ownership from 0 to 10,000,000 shares of common stock and their beneficial ownership percentages from 0% to 65.1%.

On December 13, 2013, the Reporting Person entered into a management and bonus agreement with the Issuer's Predecessor, pursuant to which the Issuer's Predecessor issued to the Reporting Person 1,000,000 restricted common shares as compensation for performing consultant services. This issue increased the Reporting Person's direct beneficial ownership from 0 to 1,000,000 shares of common stock and his overall beneficial ownership from 10,000,000 to 11,000,000 shares of common stock. In this transaction, the Reporting Person's ownership percentage increased from 96.5% to 96.8%. (Previously such interest had increased to 96.5% due to the cancellation of outstanding shares of common stock.) Also on December 13, 2013, the Issuer's Predecessor entered into a takeover agreement with Immunoclin Limited, a United Kingdom corporation ("IMC"), to acquire 100% of the issued and outstanding shares of common stock of IMC from its founder and sole shareholder, Dorothy Bray, in exchange for the issuance of 10,000,000 shares of the Issuer's Predecessor's stock. This issue decreased the Reporting Person's ownership percentage from 96.8% to 51.5%. Under the terms of this takeover agreement, Ms. Bray and Castor were also each to be issued 500,000 shares of Series A Preferred Stock of the Issuer. As also noted above, pursuant to a prior agreement, the Reporting Person also became a beneficial owner of the shares of Series A Preferred Stock issued to Castor.

On December 13, 2013, the Issuer's Predecessor also entered into the Control Shareholder Agreement (the "CSA") with Castor, BHD Holding B.V., Khadija Benhassan-Chahour, Ph.D. and CSJ Group LLC. Under the terms of the CSA, Castor and the other control shareholders agreed to place all 1,000,000 shares of the issued and outstanding Series A Preferred Stock under the beneficial control of the control shareholders in pool with an escrow agent. As of the date hereof, there are 1,000,000 shares of Series A Preferred Stock issued and outstanding. The Certificate of Designation, Preferences and Rights of Series A Preferred Stock (the "Certificate of Designation") established the Series A Preferred Stock as a new class of the Issuer's securities. The Certificate of Designation states, in part, that for as long as there are any of the shares of Series A Preferred Stock issued and outstanding, the holders of such shares, voting separately as a class, will have the right to vote on all shareholder matters equal to 51% of the total vote. In addition, for as long as there are any of the shares of Series A Preferred Stock issued and outstanding, the Issuer will not, without the affirmative vote of at least 66-2/3% of the outstanding Series A Preferred stockholders, (i) amend, alter or repeal any provision of the Articles of Incorporation or the Bylaws of the Issuer that may adversely affect the rights or preferences of the Series A Preferred Stock, (ii) effect reclassification of the Series A Preferred Stock, or (iii) designate any additional series of preferred stock that may adversely affect the rights or preferences of the Series A Preferred Stock. Finally, the Certificate of Designation prohibits the Issuer, without the affirmative vote of at least 66-2/3% of the outstanding Series A Preferred stockholders, from amending, altering or repealing any provision of the Certificate of Designation; provided, however, that the Issuer is permitted to make corrective or similar changes to the Certificate of Designations. The foregoing description of the terms of the Series A Preferred Stock is qualified in its entirety by the provisions of the Certificate of Designation filed as Exhibit 3.1 of the Issuer's Current Report on Form 8-K dated February 6, 2014.

On January 14, 2015, the Reporting Person entered into a Stock Purchase Agreement with Castor, pursuant to which Castor sold its 10,000,000 shares of common stock of the Issuer to the Reporting Person. This increased the Reporting Person's direct ownership from 1,000,000 to 11,000,000 shares of common stock, with the Reporting Person's overall beneficial ownership remaining at 11,000,000. Both before and after this transaction, the Reporting Person's beneficial ownership percentage was 38.2% of the shares of common stock. Also on January 14, 2015, the Reporting Person entered into a Stock Purchase Agreement, pursuant to which Castor sold its 500,000 shares of Series A Preferred Stock of the Issuer to the Reporting Person.

The Reporting Person retains the right to change his investment intent, from time to time to acquire additional Shares or other securities of the Issuer, or to sell or otherwise dispose of (or enter into plans or arrangements to sell or otherwise dispose of), all or part of the Shares or other securities of the Issuer, if any, beneficially owned by him, in any manner permitted by law. The Reporting Person may engage from time to time in transactions with financial institutions and other parties with respect to the Shares as permitted by law. Other than as described above, the Reporting Person currently has no plans or proposals which would be related to or would result in any of the matters described in Items 4(a)-(j) of the Instructions to Schedule 13D. However, as part of the ongoing evaluation of investment and investment alternatives, the Reporting Person may consider such matters and, subject to applicable law, may formulate a plan with respect to such matters, and, from time to time, the Reporting Person may hold discussions with or make formal proposals to management or the Board of Directors of the Issuer or other third parties regarding such matters as permitted by law.

Item 5. Interest in Securities of the Issuer

- (a) – (b) The responses to Items 7 to 13 on page two of this Schedule 13D are incorporated herein by reference. The percentage of Shares outstanding reported as beneficially owned by the Reporting Person set forth on page two as of the date hereof is based on 28,831,154 Shares outstanding on December 22, 2014 as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended October 31, 2014, which is the Issuer's most recently available quarterly or annual report with the Securities and Exchange Commission disclosing such information.
- (c) Not applicable.
- (d) The Reporting Person does not know of any person having the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares beneficially owned by the Reporting Person.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Other than reported in Item 4, to the knowledge of the Reporting Person, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 above, or between such person and any other person with respect to the securities of the Issuer, including, but not limited to, transfer or voting of any securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to Be Filed as Exhibits

- | | |
|-----------|---|
| Exhibit 1 | Management and Bonus Agreement, dated December 13, 2013 (incorporated by reference to Exhibit 10.5 of the Issuer's Predecessor's Current Report on Form 8-K dated December 20, 2013). |
| Exhibit 2 | Control Shareholder Agreement, dated December 13, 2013 (incorporated by reference to Exhibit 10.1 of the Issuer's Predecessor's Current Report on Form 8-K dated December 20, 2013). |
| Exhibit 3 | Certificate of Designation (incorporated by reference to Exhibit 3.1 of the Issuer's Current Report on Form 8-K dated February 6, 2014). |
| Exhibit 4 | Stock Purchase Agreement, dated January 14, 2015 (10,000,000 shares of common stock). |
| Exhibit 5 | Stock Purchase Agreement, dated January 14, 2015 (500,000 shares of Series A Preferred Stock). |

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: April 14, 2016

Signature:

RAYMOND C. DABNEY

By: /s/ Raymond C. Dabney
Raymond C. Dabney

STOCK PURCHASE AGREEMENT

This **AGREEMENT** is made as of January 14, 2015, by and between Raymond C. Dabney (the "Purchaser"), an individual having an address of Suite 900-555 Burrard St., Vancouver, BC V7X 1M8 and Castor Management Services, Inc. (the "Seller"), a company incorporated under the laws of Nevada, having an address at 9107 Wilshire Blvd, Suite 450, Beverly Hills, CA 90210.

WITNESSETH:

WHEREAS, the Seller is the record holder of an aggregate Ten Million (10,000,000) shares of the common stock represented on share certificate 1040 dated July 11, 2013 (the "Shares") of ImmunoClin Corporation [formerly Pharma Investing News, Inc.] (the "Company", OTCQB: IMCL); with an address of 1800 Wyoming Avenue NW, 3rd Floor Washington, DC 20009 USA.

WHEREAS, the Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Shares for the Purchase Price (as hereinafter defined) and upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby *agree* as follows:

1. SALE OF THE SHARES:

1.1 The Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller, the Shares.

2. CONSIDERATION

2.1 Consideration. The purchase price for the Shares shall be an amount in cash equal to **Ten Thousand (\$10,000) U.S. dollars or \$0.001 per share** (the "Purchase Price").

2.2 Payment of the Purchase Price. The Purchaser has paid the Purchase Price in full as of the date of the Agreement. (See also Section 9 and 10 below.)

2.3 Delivery of the Certificate. In consideration of the Purchase Price, Seller shall simultaneously deliver, or cause to be delivered, to Purchaser the stock representing the Shares to be registered in Purchaser's name thereby evidencing the purchase of the Shares.

3. REPRESENTATIONS AND WARRANTIES

3.1 *Representations of Seller.* Seller represents and warrants that:

The Seller has all requisite power, authority and legal capacity to execute and deliver this Agreement and each other agreement, document or instrument or certificate contemplated by this agreement or to be executed by the Seller in connection with the consummation of the transactions contemplated by this Agreement.

To the best of Seller's knowledge, there is no prohibition against the resale of the Shares by Purchaser.

The Seller, is an affiliate and control person of the Company. The Seller is required to file the necessary insider reports with the *U.S. Securities and Exchange Commission* and such other regulatory bodies as required in regards to the sale of the Shares.

This Agreement and each of the ancillary documents has been duly and validly executed and delivered by Seller and constitutes a legal, valid and binding obligation of the Seller, enforceable in accordance with their respective terms and subject to the applicable laws.

3.2 *Representations of Purchaser.* Purchaser represents and warrants that:

Purchaser has all requisite power, authority and legal capacity to execute and deliver this Agreement and each other agreement, document or instrument or certificate contemplated by this agreement or to be executed by Purchaser in connection with the consummation of the transactions contemplated by this Agreement.

This Agreement and each of the ancillary documents, including the Certificate, has been duly and validly executed and delivered by Purchaser and constitutes legal, valid and binding obligation of the Purchaser, enforceable in accordance with their respective terms and subject to the applicable laws.

The Purchaser is required to file the necessary insider reports with the *U.S. Securities and Exchange Commission* and such other regulatory bodies as required in regards to the purchaser of the Shares that will make the Purchaser an *affiliate* and *insider* of the Company.

4. NOTICES.

4.1 All notices and other communications given or made pursuant to this Agreement shall be in writing or email and shall be deemed effectively given:

(i) upon personal delivery to the party to be notified,

(ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day,

(iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or

(iv) One (1) day after email or deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent by mail or email to:

If to Purchaser:

**Raymond C. Dabney
Suite 900-555 Burrard St.
Vancouver, BC V7X 1M8**

If to Seller:

**Castor Management Services, Inc.
9107 Wilshire Blvd, Suite 450
Beverly Hills, CA 90210**

or to such other address as may have been furnished to Purchaser by Seller or to Seller by Purchaser, as the case may be.

5. APPLICABLE LAW. GOVERNING LAW .

5.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada, without giving effect to its choice of law principles.

6. SUCCESSORS AND ASSIGNS; THIRD PARTY RIGHTS .

6.1 This Agreement shall be binding and inure to the benefit of the parties hereto and their respective heirs and legal representatives. No party may assign his rights hereunder. Except as otherwise provided in this Agreement, nothing shall be deemed to create any right with respect to any person or entity not a party to this Agreement.

7. FURTHER ASSURANCES.

7.1 Each of the parties hereto agree, at any time and from time to time, upon the reasonable request of the other party, to perform, execute, acknowledge and deliver all such further acts, deeds, assignments, conveyances, instruments or powers of attorney as may be necessary or appropriate to carry out the provisions of this Agreement.

8. AUTHORITY TO BIND.

8.1 Each of the parties has read and understands the contents of this Agreement and is empowered and duly authorized on behalf of that party to execute it.

9. TERMINATION.

9.1 Neither party may terminate this Agreement.

10. MISCELLANEOUS.

10.1 Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Nevada, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Nevada or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Nevada. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the Clark County Courts in the Las Vegas, Nevada, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

10.2 Proper legal advice. The Parties acknowledge that they have obtained proper advice from Canadian and U.S. legal experts on the legal consequences of this Agreement, before it was executed.

10.3 Entire Agreement. The Parties agree that this Agreement sets forth the entire agreement and understanding of the Parties as to the subject matter hereof, and supersedes all prior and contemporaneous discussions, agreements and writings in respect hereto including without limitation any term sheets, letters of intent and memoranda of understanding. Due to the multiple drafters and revisions to this Agreement, contra proferentem shall not apply to this Agreement.

13.12 Counterparts. This Agreement may be executed in counterparts, including electronically signed counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Counterparts are deemed original whether transmitted by courier, facsimile, or other generally accepted electronic means.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

PURCHASER

SELLER

By: /s/ Raymond C. Dabney
Raymond C. Dabney

By: /s/ Mark Jordan
Castor Management Services Inc.
Mark Jordan, President

January 14, 2015

Raymond C. Dabney
Suite 900 - 555 Burrard St.
Vancouver, BC V7X 1M8

RE: Confirmation of Receipt of Consideration for Stock Purchase

Dear Sirs,

We hereby confirm that Castor Management Services, Inc. has received \$10,000 as full and valuable consideration for the purchase of 10,000,000 shares of common stock in ImmunoClin Corporation under the Stock Purchase Agreement as of the date of this letter.

Sincerely,
CASTOR MANAGEMENT SERVICES, INC.

/s/ Mark Jordan
Mark Jordan

STOCK PURCHASE AGREEMENT

This **AGREEMENT** is made as of January 14, 2015, by and between Raymond C. Dabney (the "Purchaser"), an individual having an address of Suite 900-555 Burrard St., Vancouver, BC V7X 1M8 and Castor Management Services, Inc. (the "Seller"), a company incorporated under the laws of Nevada, having an address at 9107 Wilshire Blvd, Suite 450, Beverly Hills, CA 90210.

WITNESSETH:

WHEREAS, the Seller is the record holder of an aggregate Five Hundred Thousand (500,000) shares of the Series A Preferred stock represented on share certificate 1 dated February 13, 2014 (the "Shares") of ImmunoClin Corporation (the "Company", OTCQB: IMCL); with an address of 1800 Wyoming Avenue NW, 3rd Floor, Washington, DC 20009 USA.

WHEREAS, the Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Shares for the Purchase Price (as hereinafter defined) and upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby *agree* as follows:

1. SALE OF THE SHARES:

1.1 The Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller, the Shares.

2. CONSIDERATION

2.1 Consideration. The purchase price for the Shares shall be an amount in cash equal to **Five Hundred (\$500) U.S. dollars or \$0.001 per share** (the "Purchase Price").

2.2 Payment of the Purchase Price. The Purchaser has paid the consideration in full to the Seller as of the date of this Agreement. (See also Section 9 and 10 below.)

2.3 Delivery of the Certificate. In consideration of the Purchase Price, Seller shall simultaneously deliver, or cause to be delivered, to Purchaser the stock representing the Shares to be registered in Purchaser's name thereby evidencing the purchase of the Shares.

3. REPRESENTATIONS AND WARRANTIES

3.1 *Representations of Seller.* Seller represents and warrants that:

The Seller has all requisite power, authority and legal capacity to execute and deliver this Agreement and each other agreement, document or instrument or certificate contemplated by this agreement or to be executed by the Seller in connection with the consummation of the transactions contemplated by this Agreement.

To the best of Seller's knowledge, there is no prohibition against the resale of the Shares by Purchaser.

The Seller, is an affiliate and control person of the Company. The Seller is required to file the necessary insider reports with the *U.S. Securities and Exchange Commission* and such other regulatory bodies as required in regards to the sale of the Shares.

This Agreement and each of the ancillary documents has been duly and validly executed and delivered by Seller and constitutes a legal, valid and binding obligation of the Seller, enforceable in accordance with their respective terms and subject to the applicable laws.

3.2 *Representations of Purchaser.* Purchaser represents and warrants that:

Purchaser has all requisite power, authority and legal capacity to execute and deliver this Agreement and each other agreement, document or instrument or certificate contemplated by this agreement or to be executed by Purchaser in connection with the consummation of the transactions contemplated by this Agreement.

This Agreement and each of the ancillary documents, including the Certificate, has been duly and validly executed and delivered by Purchaser and constitutes legal, valid and binding obligation of the Purchaser, enforceable in accordance with their respective terms and subject to the applicable laws.

The Purchaser is required to file the necessary insider reports with the *U.S. Securities and Exchange Commission* and such other regulatory bodies as required in regards to the purchase of the Shares that will make the Purchaser an *affiliate* and *insider* of the Company.

4. NOTICES.

4.1 All notices and other communications given or made pursuant to this Agreement shall be in writing or email and shall be deemed effectively given:

(i) upon personal delivery to the party to be notified,

(ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day,

(iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or

(iv) One (1) day after email or deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent by mail or email to:

If to Purchaser: **Raymond C. Dabney**
Suite 900-555 Burrard St.
Vancouver, BC V7X 1M8

If to Seller: **Castor Management Services, Inc.**
9107 Wilshire Blvd, Suite 450
Beverly Hills, CA 90210

or to such other address as may have been furnished to Purchaser by Seller or to Seller by Purchaser, as the case may be.

5. APPLICABLE LAW. GOVERNING LAW .

5.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada, without giving effect to its choice of law principles.

6. SUCCESSORS AND ASSIGNS; THIRD PARTY RIGHTS .

6.1 This Agreement shall be binding and inure to the benefit of the parties hereto and their respective heirs and legal representatives. No party may assign his rights hereunder. Except as otherwise provided in this Agreement, nothing shall be deemed to create any right with respect to any person or entity not a party to this Agreement.

7. FURTHER ASSURANCES .

7.1 Each of the parties hereto agree, at any time and from time to time, upon the reasonable request of the other party, to perform, execute, acknowledge and deliver all such further acts, deeds, assignments, conveyances, instruments or powers of attorney as may be necessary or appropriate to carry out the provisions of this Agreement.

8. AUTHORITY TO BIND.

8.1 Each of the parties has read and understands the contents of this Agreement and is empowered and duly authorized on behalf of that party to execute it.

9. TERMINATION.

9.1 Neither party may terminate this Agreement.

10. MISCELLANEOUS.

10.1 Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Nevada, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Nevada or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Nevada. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the Clark County Courts in the Las Vegas, Nevada, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

10.2 Proper legal advice. The Parties acknowledge that they have obtained proper advice from Canadian and U.S. legal experts on the legal consequences of this Agreement, before it was executed.

10.3 Entire Agreement. The Parties agree that this Agreement sets forth the entire agreement and understanding of the Parties as to the subject matter hereof, and supersedes all prior and contemporaneous discussions, agreements and writings in respect hereto including without limitation any term sheets, letters of intent and memoranda of understanding. Due to the multiple drafters and revisions to this Agreement, contra proferentem shall not apply to this Agreement.

13.12 Counterparts. This Agreement may be executed in counterparts, including electronically signed counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Counterparts are deemed original whether transmitted by courier, facsimile, or other generally accepted electronic means.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

PURCHASER

SELLER

By: /s/ Raymond C. Dabney

Raymond C. Dabney

By: /s/ Mark Jordan

Castor Management Services Inc.
Mark Jordan, President

January 14, 2015

Raymond C. Dabney
Suite 900 - 555 Burrard St.
Vancouver, BC V7X 1M8

RE: Confirmation of Receipt of Consideration for Stock Purchase

Dear Sirs,

We hereby confirm that Castor Management Services, Inc. has received \$500 as full and valuable consideration for the purchase of 500,000 shares of Series A preferred stock in ImmunoClin Corporation under the Stock Purchase Agreement as of the date of this letter.

Sincerely,
CASTOR MANAGEMENT SERVICES, INC.

/s/ Mark Jordan
Mark Jordan
