

CANNABIS SCIENCE, INC.

19800 MacArthur Blvd., Suite #300

Irvine, California 92612

info@cannabisscience.com

Private Placement Subscription Agreement – US Investors – Class A Common Shares

Purchaser Information	Name _____ (the "Purchaser")
	Address _____
	City _____ State _____
	Zip Code _____ Country <u>U.S.A.</u>
	Telephone Number _____ SSN/Passport # _____
Signature of Purchaser _____	

Payment	Payment Method <input checked="" type="checkbox"/> Wire Transfer
	Number of Class A Common _____ X US \$1.00 per share = \$ _____ Shares Purchased

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "US SECURITIES ACT") AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS (OTHER THAN DISTRIBUTORS) UNLESS THE SECURITIES ARE REGISTERED UNDER THE US SECURITIES ACT, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE US SECURITIES ACT IS AVAILABLE. HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE US SECURITIES ACT.

The foregoing Subscription is accepted for and on behalf of Cannabis Science, Inc.:

By: _____ Raymond C. Dabney, President	Date: _____
---	-------------

1.0 **Purchase and Sale of Shares**

1.1 The Purchaser subscribes for and agrees to purchase shares of Class A Common stock of Cannabis Science, Inc., a Nevada corporation (the "Company") in the amount set out above (the "Shares"), to be recorded in the name of the Purchaser at the address set out above.

2.0 **Representations, Warranties and Acknowledgements of the Purchaser**

The Purchaser acknowledges, represents and warrants as of the date of this Agreement that:

2.1 The Purchaser is (check at least one):

<input type="checkbox"/>	a director, executive officer, or general partner of the Company;
<input type="checkbox"/>	a bank as defined in section 3(a)(2) of the Securities Act of 1933 (the "Act"), or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity;
<input type="checkbox"/>	a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934;
<input type="checkbox"/>	an insurance company as defined in section 2(a)(13) of the Act;
<input type="checkbox"/>	an investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act;
<input type="checkbox"/>	a Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;
<input type="checkbox"/>	a private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;
<input type="checkbox"/>	an organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
<input type="checkbox"/>	a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000;
<input type="checkbox"/>	a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
<input type="checkbox"/>	a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); or
<input type="checkbox"/>	an entity in which all of the equity owners are accredited investors.

- 2.2 The Purchaser acknowledges, represents and warrants as of the date of this Agreement that:
- 2.2.1 that the Shares are being subscribed for its own account, for investment purposes only, and not for the account of any other person, not with a view to distribution, assignment, resale to others, or fractionalization in whole or in part. The undersigned understands that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act of 1933, as amended (the "Act"), by virtue of section 4(a)(2) of the Act and the provisions of Regulation D promulgated thereunder ("Regulation D"). In furtherance thereof, the undersigned represents, warrants and agrees that the undersigned will not sell, hypothecate or otherwise transfer the Shares except in accordance with the Act and applicable state securities laws (unless, in the opinion of counsel of the Company, an exemption from the registration requirements of the Act and such laws is available). The Company is under no obligation to register the Shares on behalf of the undersigned or to assist it in complying with any exemption from registration and may not permit transfer.
 - 2.2.2 that in evaluating the suitability of an investment in the Company, the undersigned has not relied upon any representations or other information (whether oral or written) from the Company or any of its agents other than as set forth in this agreement and no oral or written representations have been made or furnished to the undersigned in connection with the offering of the Shares which were in any way inconsistent with these documents.
 - 2.2.3 the Company has made available to the undersigned all documents and information that the undersigned has requested relating to an investment in the Company.
 - 2.2.4 it recognizes that an investment in the Company involves substantial risk, acknowledges that the undersigned has been cautioned about such risks, and it has taken full cognizance of and understands all of the risk factors.
 - 2.2.5 that it has carefully considered and has, to the extent it believes such discussion is necessary, discussed with its professional legal, tax and financial advisers the suitability of an investment in the Company for its particular tax and financial situation and it has determined that the Shares are a suitable investment for the undersigned.
 - 2.2.6 that it has been afforded the opportunity to discuss this investment with the Company and to ask such questions as may seem appropriate.
- 2.3 The Purchaser agrees not to engage in hedging transactions with regard to the Shares unless in compliance with the Securities Act.
- 2.4 The Purchaser represents that they have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of investment in the Company and of making an informed investment decision.
- 2.5 The Purchaser acknowledges and understands that shares of Class A Common Stock do not currently have a trading symbol and there is no guarantee that a trading symbol will ever be issued for trading of the Class A Common Stock.
- 3.0 **Representations, Warranties and Acknowledgements of the Company**

The Company acknowledges, represents and warrants as of the date of this Agreement that the Shares, when issued, will be fully paid and non-assessable shares of the Company and will be issued free and clear of all liens, charges and encumbrances of any kind whatsoever, subject only to the re-sale restrictions under applicable securities laws.

4.0 **Restriction of Securities and Disposition**

4.1 **No Registration.** The Purchaser acknowledges and understands that the Shares have not been registered under the Securities Act or any other securities laws, are not qualified for resale in the US, and that the Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available.

The Company shall refuse to register any transfer of the Shares not made in accordance with the provisions of the Securities Act, pursuant to registration under the Securities Act, or pursuant to an available exemption from registration.

4.2 **Legending of the Shares.** The Purchaser also acknowledges and understands that the certificates representing the Shares will be stamped with the following legend (or substantially equivalent language) restricting transfer in the following manner:

“The shares represented by this Certificate have not been registered under the Securities Act of 1933 (the "Act") and are "restricted securities" as that term is defined in Rule 144 under the Act. These shares may not be offered for sale, sold or otherwise transferred except pursuant to an effective registration statement under the Act or pursuant to an exemption from registration under the Act, the availability of which is to be established to the satisfaction of the Company.”

The Purchaser hereby consents to the Company making a notation on its records or giving instructions to any transfer agent of the Shares in order to implement the restrictions on transfer set forth and described hereinabove.

5.0 **Closing**

5.1 The Company will confirm whether or not the Agreement is acceptable, whereupon the Company will deliver to the Purchaser a signed copy of this Agreement (the “Closing”) and a certificate representing the Shares.

6.0 **Miscellaneous**

6.1 Except as expressly provided in this Agreement, this Agreement contains the entire agreement between the parties with respect to the Shares and there are no other terms, conditions, representations or warranties whether expressed, implied, or written by statute, by common law, by the Company, by the Purchaser or by anyone else.

6.2 This subscription is and shall be irrevocable (unless a right to rescind exists under state law).

6.3 No federal or state agency has made: (1) any finding or determination as to the fairness of this offering for investment, nor (2) any recommendation or endorsement of the Securities.

6.4 This Agreement shall enure to the benefit of and shall be binding upon the parties to this Agreement and their respective successors and permitted assigns.

[END OF SUBSCRIPTION AGREEMENT]