

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Agreement**") is made as of February 2, 2018, by and between **InPlanta Biotechnology Inc.**, an entity organized under the laws of the Province of Alberta (the "**Assignor**"), **SHM Grow Corp.**, an entity organized under the laws of the Province of Alberta (the "**Consenting Party**"), and **Asia Cannabis Corp.** (the "**Assignee**"), an entity organized under the laws of the Province of Alberta.

Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Letter of Intent (defined below), a copy of which is attached hereto as Schedule "A".

WHEREAS, the Assignor and the Consenting Party are parties to a certain letter of intent between the Assignor and the Consenting Party, dated as of December 27, 2017, pursuant to which, and subject to the terms and conditions set forth therein, the Assignor and the Consenting Party have agreed to enter into a license agreement whereby the Assignor shall license certain rights and intellectual property to the Consenting Party in certain territories (the "**Letter of Intent**"); and

AND WHEREAS, Assignee has agreed to assume, and satisfy, perform, pay and discharge as and when due and payable, and otherwise be solely responsible for, all liabilities and obligations of the Consenting Party under the Letter of Intent.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the Assignor, Assignee, and the Consenting Party hereby agree as follows:

1. **Assignment of Letter of Intent.** On the terms and subject to the conditions of the Letter of Intent, as of the date hereof (the "**Effective Date**"), the Assignor and the Consenting Party hereby assign and transfer to Assignee, and the Assignee hereby takes assignment from Assignor and the Consenting Party of all right, title and interest of the Consenting Party in and to the Letter of Intent, and all rights benefits and advantages whatsoever to be derived therefrom, free and clear of all encumbrances.
2. **Assumption of Assumed Liabilities.** On the terms and subject to the conditions of the Letter of Intent, the Assignee hereby agrees to be bound by the Letter of Intent and to assume all of the liabilities and obligations of the Consenting Party under the Letter of Intent from and after the date hereof.
3. **Consideration.** As consideration for the assignment of all right, title and interest of the Consenting Party in and to the Letter of Intent, the Assignee shall issue 1,000,000 common shares to each of Dr. Igor Kovalchuk and Dr. Darryl Hudson at a deemed issue price of \$0.02 per common share, for an aggregate issuance of 2,000,000 common shares for aggregate deemed consideration of \$40,000.00 (Cdn.). The common shares shall be issued as fully paid and non-assessable capital of the Assignee.
4. **Letter of Intent.** Nothing in this Agreement shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim or remedy created by the Letter of Intent. In the event of any conflict between this Agreement and the Letter of Intent, the Letter of Intent shall control.
5. **Successors and Assigns.** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.
6. **Definitive Agreement.** The parties hereto acknowledge and agree that the Letter of Intent will be superseded by a definitive agreement containing the customary terms and conditions for the license of intellectual property.

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7. **Further Assurances.** Each party hereto agrees to execute and deliver all such additional assignments, assumptions, releases, other documents and instruments, and do such further acts and things as may be reasonably required to effectuate completely this Agreement.

8. **Applicable Law.** This Agreement and any disputes between the parties under or related to this Agreement or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada and the federal laws of Canada applicable therein, without giving effect to those principles of conflicts of laws that might otherwise require application of the laws of any other jurisdiction.

9. **Counterparts.** This Agreement may be executed by facsimile, portable document format (PDF) or other electronic means and/or in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed and delivered as of the date first written above.

INPLANTA BIOTECHNOLOGY INC.

By: 

Name:

Title:

IGOR KOVALCHUK

Director

SHM GROW CORP.

By: 

Name:

Title:

Johannes Kingma

Director

ASIA CANNABIS CORP.

By: 

Name:

Title:

Johannes Kingma

Director