

**SUPPLEMENT TO
SHARE EXCHANGE AGREEMENT**

This Agreement is entered into as of April 10, 2019 (the "Effective Date") by and between InnoCan Pharma Ltd., (Reg. Number 515732881), a private company incorporated under the laws of the state of Israel, having its principal address at Adv. Eyal Flom Office, 9 Mezada St., BSR 3 tower, 30 floor, Bnei Brak, Israel (the "Company"), Innocan Pharma Corporation, a corporation incorporated pursuant to the federal law of Canada ("Innocan Canada") and SOLSKEN LIMITED, a private limited company incorporated in Gibraltar, ("Investor").

WHEREAS, The Company and the Investor have entered into a Share Purchase Agreement, dated of even date (the "SPA") under which (i) the Investor will be issued certain securities of the Company, further detailed therein and described in Exhibit "A" (the "Securities"), and (ii) the Company provided the Investor with certain representations, warranties, covenants and undertakings with respect to, *inter alia*, the Share Exchange Agreement (below defined);

WHEREAS Innocan Canada and the Investor entered into a Framework Agreement, dated of even date (the "Framework Agreement"), pursuant to which the Company provided certain representations, warranties, covenants and undertakings with respect to, *inter alia*, the Share Exchange Agreement (below defined); and

WHEREAS, The Company and Innocan Canada require that the Investor enter this supplement to the Share Exchange Agreement executed by the Company, Innocan Canada *et al* on October 4th 2018 (the "Share Exchange Agreement");

NOW, THEREFORE, the Investor, Company and Innocan Canada hereby agree as follows:

1. COMMITMENT

- 1.1. Subject to the terms and conditions of (i) the SPA, and (ii) the Framework Agreement and full compliance and performance therewith by the Company and Innocan Canada respectively:
 - 1.1.1. the Investor hereby commits to be subject to the terms and conditions of the Share Exchange Agreement and to transfer all of the Securities issued to the Investor to Innocan Canada in accordance with the terms of the Share Exchange Agreement; and
 - 1.1.2. the Investor hereby agrees to sign a share transfer deed in the form attached to this Agreement as Exhibit B.
- 1.2. The Investor may at any time without the prior written consent of the Company and/or Innocan Canada assign and transfer (a "Transfer") the Securities or any part thereof and this Agreement, together with the rights and obligations under this Agreement, to any person, provided that such transferee concurrently executes and delivers to the Company and Innocan Canada a counterpart copy of this Agreement or a written agreement agreeing to be bound by this Agreement in form and substance satisfactory to the Company and Innocan Canada, acting reasonably, and agrees to be bound by the terms and conditions of this Agreement as if an original party hereto.

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