

CANNABIS SCIENCE, INC.

FORM 8-K (Current report filing)

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

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d)

of the

SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): April 3, 2009

Gulf Onshore, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation or organization)

01-28911
(Commission File Number)

91-1869677
(IRS Employer Identification Number)

4310 Wiley Post Rd., Ste. 201, Addison, Texas 75001

Address of principal executive offices)

972-788-4500

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On March 30, 2009, the Company entered into an agreement with Cannex Therapeutics, LLC, a California limited liability company, and its principal, medical cannabis pioneer and entrepreneur Steven W. Kubby, to acquire all of their interest in certain assets used to conduct a cannabis research and development business. The asset purchase agreement includes all of Cannex' and Kubby's intellectual property rights, formulas, patents, trademarks, client base, hardware and software, including the website www.phytiva.com. The Company and its largest shareholder, K & D Equities, Inc., paid a total of 10,600,000 shares of common stock for the assets of Cannex; the Company issued 2,100,000 shares to Cannex, and K & D transferred 8,500,000 shares to Cannex and others, as set out below.

As part of the Agreement, the Company has appointed Mr. Kubby as President and CEO, Richard Cowan as Director and CFO, and Robert Melamede Ph. D., as Director and Chief Science Officer. Each of them was also appointed as a director. All of the Company's current directors then resigned.

The Company believes that the combination of this team and the assets purchased positions the Company at the top of the Medical Cannabis Industry. World renowned individually in the medical cannabis community, this management team brings real-world experience to the research & development of medical cannabis-based pharmaceutical products.

A copy of the Asset Acquisition Agreement and Board Resolution ratifying the Agreement are provided as exhibits hereto.

Item 3.02 Unregistered Sales of Equity Securities.

As referenced above, the Company issued 2,100,000 shares of \$.001 par value common stock to Cannex. Separately, K & D transferred 4,896,000 shares to Cannex, and an additional 3,604,000 shares to others, including 1,007,000 each to Mr. Cowan and Dr. Melamede.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

R. Wayne Duke, Jeffrey Joyce and Michele Sheriff all resigned as officers and directors of the Company, immediately after appointing Messrs. Kubby and Cowan and Dr. Melamede.

Mr. Kubby, the founder of Cannex, is an entrepreneur with a wide range of experience and success in businesses ranging from property management to publishing to political fundraising. He received his BA in Psychobiology from California State University and holds a lifetime teaching credential. Mr. Kubby is a long-term survivor, for more than three decades, of a rare form of adrenal cancer with a mortality prognosis of 6-12 months. Leading specialists in the US and Canada have confirmed that his survival is due to medical cannabis. Mr. Kubby is the executive director of the American Medical Marijuana Association, an internationally recognized organization comprised of doctors, lawyers, nurses and patients working for the rights of medical cannabis patients primarily in the United States and Canada. Mr. Kubby played a key role in the drafting and passing of California's historic medical cannabis initiative (Proposition 215) in 1996. He has also authored two books on drug policy reform. As a widely recognized medical marijuana pioneer and political leader, Mr. Kubby is intimately familiar with the legal and regulatory problems involved in developing and marketing cannabinoid-based pharmaceuticals.

Mr. Cowan has a Bachelor of Arts in Economics from Yale University. He has served on the board of several public companies as a specialist in mergers and acquisitions with a focus on corporate finance. Mr. Cowan is a former CEO of the National Organization for the Reform of Marijuana Laws (NORML) Mr. Cowan has had national media coverage for several topics including writings on *National Review* Cover Article "Why Conservatives Should Support the Legalization of Marijuana". In his book *Smoke and Mirrors*, Dan Baum said that this article "opened a second front in the War on Drugs". Mr. Cowan has written for a variety of newspapers and other publications, and has appeared on numerous news programs, such as CNN, and talk shows, including Posner/Donahue. Mr. Cowan's broad knowledge of the medical cannabis world in USA, Canada, and Europe prompted him to create archives and current information for public information about medical cannabis through his www.marijuananeews.com website.

Dr. Melamede has a Ph.D. in Molecular Biology and Biochemistry from the City University of New York. Dr. Melamede is a retired Chairman of the Biology Department at University of Colorado, Colorado Springs in 2005, where he continues to teach and research cannabinoids, cancer, and DNA repair. Dr. Melamede is recognized as a leading authority on the therapeutic uses of cannabis, and has authored or co-authored dozens of papers on a wide variety of scientific subjects. Dr. Melamede also serves on the Advisory Board of The Journal of the International Association for Cannabis as Medicine, and the Scientific Advisory Board Medical of the Marijuana Policy Advocacy Project, as well as the Scientific Advisory Board of Americans for Safe Access. Please visit www.phytiva.com and www.youtube.com to view speeches by Dr. Robert Melamede speaking on the effectiveness of Medical Cannabinoids on for a number of different medical applications.

Item 7.01. Regulation FD Disclosure.

The information provided pursuant to this Item 7.01 shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or incorporated by reference into those filings of the Company that provide for the incorporation of all reports and documents filed by the Company under the Exchange Act. The information furnished pursuant to this Item 7.01 shall instead be deemed "furnished."

Item 9.01 Financial Statements and Exhibits

Exhibits

Exhibit 10.1	Asset Acquisition Agreement
Exhibit 99.1	Board Resolution Ratifying Agreement
Exhibit 99.2	March 30, 2009, Press Release

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

April 6, 2009

Gulf Onshore, Inc.

/s/ Steven W. Kubby
Steven W.
Kubby, President

**CANNEX, KUBBY, GULF ONSHORE, INC
ASSET PURCHASE AGREEMENT**

CANNEX THERAPEUTICS LLC a California Limited Liability Company with its corporate offices located at 548 Market Street Suite 16645 San Francisco, CA 94104 and STEVEN W. KUBBY an individual located at 548 Market Street Suite 16645 San Francisco, CA 94104.

And

GULF ONSHORE, INC. a Nevada Corporation with its corporate offices located at 4310 Wiley Post Road, Suite 201 Addison, Texas 75001.

And

K&D Equities, Inc. a Nevada Corporation with its corporate offices located at 4310 Wiley Post Road, Suite 202E Addison, Texas 75001.

This Asset Purchase Agreement ("Purchase Agreement") is entered into as of March 23, 2009, by and among Cannex Therapeutics LLC/Steven W. Kubby ("CXSK"), GULF ONSHORE, INC ("GULF"), and K&D Equities, Inc. ("KDE").

I. RECITALS

- A. CXSK desires to sell, assign, transfer and convey to GULF all of CXSK's rights, titles, and interest in and to its Cannabis Research & Development Business ("CXSK Assets").
- B. Subject to the terms and conditions of this Purchase Agreement, CXSK agrees to sell to GULF and GULF agrees to purchase from CXSK the CXSK Assets with no liabilities or obligations or encumbrances attached to the CXSK Assets.
- C. A management agreement between GULF and Steven W. Kubby is an essential part of this agreement.
- D. Schedule A to be provided according to CXSK Assets as listed below ("CXSK Assets"):
 - a. Website
 - b. Client Base
 - c. All Hardware and Software
 - d. Intellectual Property
 - e. Billing System
 - f. All rights, properties, patents, trademarks, formulas, pertaining to its Cannabis Research & Business.
- E. GULF shall assume no liabilities and obligations with respect to the CXSK Assets.

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- F. CXSK represents that there are no liabilities, litigations and obligations with respect to the CXSK Assets.
- G. GULF warrants that its financial condition as of September 30, 2009, is as represented by its Q3 2008 Form 10-Q as filed with the Securities and Exchange Commission, excepting as affected by the release of \$250,000 in debt by South Beach Live, Inc., and its delivery of 100% of the shares of Curado Energy Resources, Inc. and the Putnam "M" lease, as more fully described in GULF's October 31, 2008 Form 8-K filing.

II. CLOSING DATE

The closing date ("CLOSING DATE") shall occur on a date that the parties hereto shall mutually agree; provided, however, that the Closing Date shall not occur later than March 27, 2009.

III. CONDITIONS PRECEDENT

The parties, intending to be legally bound, agree as follows:

1. Steven W. Kubby, Dr. Richard Melamede and Richard Cowan shall immediately appointed to serve on the Board of Directors of GULF as President and CEO, Director and Chief Science Officer, Director and Chief Financial Officer respectively.
2. CXSK shall not accept any offers from other parties to purchase the CXSK Assets during the term of this agreement.
3. GULF represents that immediately prior to this transaction it had 12,597,279 shares of common stock issued and outstanding, and that afterwards it will have 14,697,279 shares of common stock issued and outstanding. The ten million six hundred thousand (10,600,000) shares paid to Cannex and its assigns will represent approximately seventy three percent 73% of the total shares outstanding in GULF at the closing of this agreement. GULF has no shares of preferred stock issued and outstanding, and has not filed a certificate of designation with the State of Nevada to declare the rights of any preferred shares that may be issued.
4. GULF represents that it has thirty million (30,000,000) authorized common shares and one million authorized preferred shares.

IV. PURCHASE PRICE AND NON-DILUTION

1. The parties agree that on or prior to the Closing Date, GULF and KDE shall pay to CXSK and or its assigns the Purchase Price in the amount of ten million six hundred thousand (10,600,000) Rule 144 restricted shares of GULF ("PURCHASE PRICE"). KDE shall deliver 8,500,000 shares, and GULF shall issue an additional 2,100,000 shares.
2. The parties agree that for a period of one year after the issuance of these shares ("Non-Dilution Period"), GULF will not conduct a reverse split of any class of its shares or increase the number of authorized shares without prior approval of KDE. Furthermore, in the event that GULF issues additional shares for aggregate consideration (cash, securities or in-kind) of less than \$1.00 per share during the Non-Dilution Period, the Company shall issue to KDE without additional payment one share of restricted stock for each ten shares sold. This provision shall not apply to shares issued to officers or directors of the Company as compensation so long as such shares are issued with a restriction permitting sale only after one year from issuance.

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V. INDEMNIFICATION

1. Each party hereto shall bear its own costs and expenses with respect to the negotiation and consummation of the transaction contemplated hereunder; provided, however, that should either party fail to negotiate in good faith to effect the consummation of the transaction contemplated hereunder, such party shall fully indemnify the other for all such costs and expenses.
2. CXSK shall indemnify and hold harmless GULF from and against any and all debts, claims, liabilities, damages and obligations (and related costs and expenses) arising out of or in any way related to (i) any act, omission or misrepresentation of CXSK, or (ii) the CXSK Assets prior to the Closing Date.
3. GULF shall indemnify and hold harmless CXSK from and against any and all debts, claims, liabilities, damages and obligations (and related costs and expenses) arising out of or in any way related to (i) any act, omission or misrepresentation of GULF or any of GULF's officers, employees or agents, or (ii) the CXSK Assets subsequent to the Closing Date.

VI. DUE DILIGENCE

CXSK shall make available to GULF at reasonable times upon reasonable notice such of its personnel and files, records and other documents as GULF shall reasonably require in order to confirm the representations that have been made by CXSK with respect to the CXSK Assets and the assumptions upon which GULF has based its calculation of the Purchase. In the event that before signing this agreement such due diligence reveals any material variation from such representations and assumptions, GULF may elect to (i) terminate its participation in this transaction without further obligation to the CXSK, or (ii) propose an adjusted Purchase Price and/or other modifications to the transaction that CXSK may accept or reject in its sole discretion

VII. ACCURACY OF REPRESENTATIONS

All of CXSK's representations and warranties in this Purchase Agreement (considered collectively), and each of these representations and warranties (considered individually), must have been accurate in all material respects as of the date of this Purchase Agreement, and must be accurate in all material respects as of the Closing Date as if made on the Closing Date, without regard to any supplement to the Disclosure Schedules.

VIII. NOTICES

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All notices, consents, waivers, and other communications under this Purchase Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand, (b) sent by facsimile (with written confirmation of receipt), or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below:

If to GULF: GULF ONSHORE, INC
4310 Wiley Post Road, Suite 201
Addison, Texas 75001
Attention: Jeffrey Joyce

If to CXSK: Cannex Therapeutics LLC/Steve Kubby
548 Market St, Suite 16645
San Francisco, CA 94104
Attention: Steven W. Kubby

IX. CONFIDENTIALITY

Unless otherwise agreed to by GULF, CXSK shall make no public announcement or other disclosure in any way relating to this proposed transaction to any person including, but not limited to, the Retailers, Service Contract holders and CXSK's employees and suppliers.

X. ENFORCEABILITY

Notwithstanding anything to the contrary set forth herein, GULF's obligation to consummate the transaction described herein shall be subject to (i) negotiation of acceptable documentation, (ii) approval of the transaction by its Board of Directors and (iii) satisfactory completion of its due diligence as described in Paragraph V.

XI. GOVERNING LAW

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Purchase Agreement may be brought against any of the parties in the courts of the State of Nevada, and each of the parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. In connection with any such action or proceeding, the prevailing party (whether prevailing affirmatively or by means of a successful defense with respect to the issues having the greatest value or importance) will be entitled to recover its costs, including reasonable attorney fees at trial and on any appeal.

XII. WAIVER

Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Purchase Agreement or the documents referred to in this Purchase Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, no party will be deemed to have waived any of its rights or privileges under this Purchase Agreement or the documents referred to in this Purchase Agreement unless the waiver is in writing and no waiver given by a party will be applicable except in the specific instance for which it is given.

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XIII. MODIFICATION

This Purchase Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

XIV. ASSIGNMENTS, SUCCESSORS, AND THIRD-PARTY RIGHTS

Neither party may assign any of its rights under this Purchase Agreement without the prior consent of the other party, other than a wholly owned (direct or indirect) Related Person that affirms in writing that it will be bound to the representations, warranties, and obligation of Asset Company under this Purchase Agreement as if it signed the Agreement as the original signatory Asset Company (with such factual changes, such as jurisdiction of organization, as reasonably may be required). Subject to the preceding sentence, this Purchase Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Purchase Agreement will be construed to give any Person other than the parties to this Purchase Agreement any legal or equitable right, remedy, or claim under or with respect to this Purchase Agreement or any provision of this Purchase Agreement. This Purchase Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Purchase Agreement and their successors and assigns. The Liquidating Trust is an express beneficiary of the covenants and obligations of the parties to this Agreement.

XV. SEVERABILITY

If any provision of this Purchase Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Purchase Agreement will remain in full force and effect. Any provision of this Purchase Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

XVI. SECTION HEADINGS; CONSTRUCTION

The headings of Sections in this Purchase Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Purchase Agreement. All words used in this Purchase Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

XVII. COUNTERPARTS

This Purchase Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Purchase Agreement and all of which, when taken together, will be deemed to constitute the and the same agreement.

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

Jeffrey Joyce, President
GULF ONSHORE, INC

Steven W. Kubby, President
Cannex Therapeutics LLC

Steve W. Kubby, Individual

K&D Equities, Inc.

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Gulf Onshore, Inc.
Resolution of Board of Directors

The directors of Gulf Onshore, Inc., a Nevada corporation (the “Company”), acting pursuant to the Corporate By-Laws and relevant provisions of the Nevada Revised Statutes, waived notice of meeting and rules of procedure for purposes of a telephonic meeting held this March 27, 2009. The meeting as duly called by the Chairman; in attendance, by telephone, were Mr. Duke (Chairman), Mr. Joyce and Ms. Sheriff. After review and discussion, the Chairman polled each member of the board, and the following resolutions were approved unanimously and adopted to the same extent and with the same force and effect as if adopted at a formally called and convened special meeting of the Company’s directors.

WHEREAS , the Company entered into an Asset Purchase Agreement with Cannex Therapeutics, LLC, a California limited liability company, and its principal, Steve Kubby. K&D Equities, Inc., the Company’s largest single shareholder, was also party to the Agreement. Under terms of the Agreement, the Company acquired Cannex and Kubby’s interests in certain medical cannabis-based compounds and a delivery system for such compounds for potential use in treatment of a variety of diseases in exchange for 2,100,000 shares to be issued by the Company and 8,500,000 shares to be transferred by K&D. A copy of the Agreement is attached hereto.

WHEREAS, under the terms of the Agreement, the Company would appoint Steve Kubby, Richard Cowan and Dr. Robert Melamede as officers and directors of the Company and all existing directors would resign.

NOW, THEREFORE BE IT RESOLVED , the Board of Directors hereby ratifies the Agreement as being in the best interests of the Company and hereby authorizes the issuance of 2,100,000 shares of its common stock to:

Cannex Therapeutics, LLC
a California limited liability company
548 Market St., Ste. 16645
San Francisco, CA 94104

Tax ID: 26-2982013

RESOLVED FURTHER, that the following are appointed as directors and officers of the Company:

Steven Kuby 548 Market St., Ste. 16645 San Francisco, CA 94104	Director (Chairman)	President and Chief Executive Officer
Richard Cowan 2950 East Rancho Drive, Ste. 5 Palm Springs, CA 92262	Director	Chief Financial Officer and Secretary/Treasurer
Dr. Robert Melamede, PhD. 1237 Culebra Avenue Colorado Springs, CO 80903	Director	Chief Science Officer

RESOLVED FURTHER, that the resignations of R. Wayne Duke, Jeffrey Joyce and Michele Sheriff are accepted.

RESOLVED FURTHER , that the Officers of the Company be and each of them is hereby authorized and directed to take any actions and to execute and to instruct the transfer agent to deliver any documents that they may deem to be necessary or advisable in order to carry out, effectuate, and complete the issuance of the shares.

RESOLVED FURTHER, that the Company shall indemnify and hold harmless Routh Stock Transfer, Inc. for effecting the transfer of the shares from the K&D certificate, and pursuant to its instruction, without requirement of a medallion guaranteed signature endorsement.

The undersigned hereby directs that this Consent be filed in the minutes of the proceedings of the Company's Board of Directors and that it shall have the same force and effect as if adopted by unanimous vote at a duly called special meeting of the Company's Board of Directors at which all directors were present and voted.

In Witness Whereof, the undersigned Secretary of the Company has attested to the corporate actions have executed this Unanimous Consent, in their respective capacities as and constituting all of the directors of the Corporation as of the 27th day of March, 2008.

Attest:

Secretary

GULF Acquires Assets of Cannex Therapeutics LLC Will Develop Medical Cannabis Pharmaceutical Products

For Immediate Release

March 30, 2009

ADDISON, TX -- Gulf Onshore Inc (OTCBB: GFON.OB) announced today that it has acquired the assets of Cannex Therapeutics and will continue development of its medical cannabis-based pharmaceutical products. Cannex Therapeutics is a privately owned California group founded and operated by Medical Cannabis pioneer and entrepreneur Steven W. Kubby (www.kubby.com). The asset purchase agreement includes all intellectual property rights, formulas, patents, trademarks, client base, hardware and software pertaining to Cannex's pharmaceutical cannabis research & development business.

Along with the Cannex asset purchase the Company has appointed Steve W. Kubby as President & CEO, Richard Cowan as Director & CFO, and Robert Melamed Ph. D., as Director & Chief Science Officer. The Company believes that the combination of this team and the assets purchased positions the Company at the top of the Medical Cannabis Industry. World renowned individually in the medical cannabis community, this management team brings real-world experience to the research & development of medical cannabis-based pharmaceutical products.

About Steven W. Kubby, President & CEO

Mr. Kubby, the founder of Cannex, is an entrepreneur with a wide range of experience and success in businesses ranging from property management to publishing to political fundraising. He received his BA in Psychobiology from California State University and holds a lifetime teaching credential. Mr. Kubby is a long-term survivor, for more than three decades, of a rare form of adrenal cancer with a mortality prognosis of 6-12 months. Leading specialists in the US and Canada have confirmed that his survival is due to medical cannabis. Mr. Kubby is the executive director of the American Medical Marijuana Association, an internationally recognized organization comprised of doctors, lawyers, nurses and patients working for the rights of medical cannabis patients primarily in the United States and Canada. Mr. Kubby played a key role in the drafting and passing of California's historic medical cannabis initiative (Proposition 215) in 1996. He has also authored two books on drug policy reform. As a widely recognized medical marijuana pioneer and political leader, Mr. Kubby is intimately familiar with the legal and regulatory problems involved in developing and marketing cannabinoid-based pharmaceuticals.

About Dr. Robert J. Melamede, Director & Chief Science Officer

World-renowned Medical Cannabis Research expert Dr. Robert Melamede has a Ph.D. in Molecular Biology and Biochemistry from the City University of New York. Dr. Melamede is a retired Chairman of the Biology Department at University of Colorado, Colorado Springs in 2005, where he continues to teach and research cannabinoids, cancer, and DNA repair. Dr. Melamede is recognized as a leading authority on the therapeutic uses of cannabis, and has authored or co-authored dozens of papers on a wide variety of scientific subjects. Dr. Melamede also serves on the Advisory Board of The Journal of the International Association for Cannabis as Medicine, and the Scientific Advisory Board Medical of the Marijuana Policy Advocacy Project, as well as the Scientific Advisory Board of Americans for Safe Access. Please visit www.phytiva.com and www.youtube.com to view speeches by Dr. Robert Melamede speaking on the effectiveness of Medical Cannabinoids on for a number of different medical applications.

About Richard Cowan, Director & CFO

Mr. Richard Cowan has a Bachelor of Arts in Economics from Yale University. He has served on the board of several public companies as a specialist in mergers and acquisitions with a focus on corporate finance. Mr. Cowan is a former CEO of the National Organization for the Reform of Marijuana Laws (NORML) Mr. Cowan has had national media coverage for several topics including writings on *National Review* Cover Article "Why Conservatives Should Support the Legalization of Marijuana". In his book *Smoke and Mirrors* , Dan Baum said that this article "opened a second front in the War on Drugs". Mr. Cowan has written for a variety of newspapers and other publications, and has appeared on numerous news programs, such as CNN, and talk shows, including Posner/Donahue. Mr. Cowan's broad knowledge of the medical cannabis world in USA, Canada, and Europe prompted him to create archives and current information for public information about medical cannabis through his www.marijuananeews.com website.

You should not place undue reliance on forward-looking statements in this press release. This press release contains forward-looking statements that involve risks and uncertainties. Words such as "will", "anticipates", "believes", "plans", "goal", "expects", "future", "intends" and similar expressions are used to identify these forward-looking statements. Actual results could differ materially from those anticipated in these forward-looking statements for many reasons, including the risks we face as described in this press release.



About Cannex Therapeutics LLC

Over the past 15 years it has become increasingly clear that humans produce cannabis like compounds known as endocannabinoids. Endocannabinoids are all pervasive in our bodies where they function to maintain biochemical balance (homeostasis). Illnesses are the result of biochemical imbalances. As a result of the widespread endocannabinoid activity, there is a growing list of illnesses and conditions that are best described as endocannabinoid deficiencies. The cannabis plant is the only plant on the planet that effectively mimics the activating substances of the endocannabinoids system, be they psychoactive or not. Cannabis-based whole plant extracts interact with numerous biochemical pathways providing the possibility for single treatment modalities to effectively help restore biochemical for a number of illnesses. Our mission is to provide a number government certified solutions to counter the illnesses and conditions running rampant in our society today. The CANNEX goal is to be a bio-pharmaceutical research and development, production and marketing company that will produce and commercialize a variety of whole plant cannabinoid compounds using certified organic ingredients and patentable production methods.

Cannex will pioneer methods for developing, producing and commercializing a variety of effective whole plant cannabinoid based pharmaceutical products using certified organic production methods to ultimately produce certified organic products. The target markets for our pharmaceutical product line-up include a lozenge with some capacity for enhancing rapid onset through oromucosal absorption, topical applications, such as lotions and salves, and various products for internal use. Some products will have specific uses, while others may treat a range of problems. In keeping with both the historic medical uses of cannabis and the new scientific understanding of how cannabinoids work, our cannabinoid pharmaceuticals will be targeting a wide-variety of serious needs such as:

1. Neuro-muscular disorders, such as MS.
2. Neuropathic pain, related to spinal cord injuries, as well as conditions such as AIDS/HIV and the side-effects of its medications, etc. for which opiates are not very effective.
3. Chronic pain, to reduce or eliminate patients' dependence on opiates.
4. Respiratory inflammation, related to both infections such as influenza and to autoimmune diseases such as asthma.
5. Cancer, including pain management, control of nausea resulting from chemotherapy as well as loss of appetite related to the disease itself.
6. Also control of cancer in conditions such as Pheochromocytoma.
7. Digestive illnesses, such as gastroesophageal reflux disease (GERDS), Crohn's Disease and irritable bowel syndrome.

You should not place undue reliance on forward-looking statements in this press release. This press release contains forward-looking statements that involve risks and uncertainties. Words such as “will”, “anticipates”, “believes”, “plans”, “goal”, “expects”, “future”, “intends” and similar expressions are used to identify these forward-looking statements. Actual results could differ materially from those anticipated in these forward-looking statements for many reasons, including the risks we face as described in this press release.

8. Dermatological infections, such as MRSA (flesh eating disease).

9. Sleep disorders.

In each of these areas, cannabis has been proven to work, so we will have targeted formulations, which the Company plans to release via one or more of the four types of pharmaceutical product categories targeted:

1. Possible over-the-counter Pharmaceutical Products:

a) Non-Prescription Drugs (With disease specific claims)

b) Nutraceuticals (No disease specific claims)

2. Possible Prescription Pharmaceutical Medications:

a) Psychoactive Medications

b) Non-Psychoactive Medications

Newly appointed Gulf Onshore President and CEO, Steven W. Kubby was quoted as saying, “This is a landmark transaction for the medical cannabis industry, because we are now in an exceptional position to move swiftly to develop our medical cannabis-based pharmaceutical products for mainstream world markets. The merger with Gulf Onshore will provide us with the vehicle to take medical cannabis medicines all the way. As a result, patients and medical professionals will finally have a safe, effective, and legal medicine they can use without fear. We will even have a new name for our company, to be announced soon. Until then, we invite folks to review our current information at www.phytiva.com .”

Corporate Contact:

Steven W. Kubby
President & CEO
Gulf Onshore Inc.
info@phytiva.com
888.866.0888

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