

CANNABIS SCIENCE, INC.

FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 05/28/09

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

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

CANNABIS SCIENCE, INC.

(Exact name of Registrant as specified in its charter)

Nevada
(State or other jurisdiction of incorporation or organization)

91-1869677
(IRS Employer Identification No.)

548 Market Street, Suite 16645
San Francisco, California 94104
(Address of principal executive offices) (Zip Code)

2009 Stock Compensation Plan
(Full title of the plan)

Eastbiz.Com, Inc.
5348 Vegas Drive
Las Vegas, Nevada 89108
(Name and address of agent for service)

(702) 871-8678
(Telephone number, including area code, of agent for service)

Copies to:

Dean Law Corp.
601 Union Street, Suite 4200
Seattle, Washington 98101
Tel: (206) 274-4598 Fax: (206) 493-2777

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "non-accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer []

Accelerated filer []

Non-accelerated filer []

Smaller reporting company [X]

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (1)	AMOUNT OF REGISTRATION FEE
Common Stock \$0.001 par value	6,500,000	\$0.25(1)	\$1,625,000.00	\$90.68
TOTALS	6,500,000		\$1,625,000.00	\$90.68

- (1) This calculation is made solely for the purposes of determining the registration fee pursuant to the provisions of Rule 457 under the Securities Act of 1933, as amended, and is calculated on the basis of the closing average of the bid and asked price per share of Common Stock of Cannabis Science, Inc. listed on the OTC Bulletin Board as of May 27, 2009, a date within five business days prior to the filing of this registration statement.

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PART 1

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The registrant shall deliver or cause to be delivered to each participant in the 2009 Stock Compensation Plan (the “**Plan**”), all material information regarding the Plan and its operations that will enable participants to make an informed decision regarding investment in the plan.

The document(s) containing the information specified in this Part I will be sent or given to employees as specified by Rule 428(b)(1).

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 2. Registrant Information and Employee Plan Annual Information

A copy of any document or part thereof incorporated by reference in Item 3 of this registration statement as well as the Section 10(a) prospectus but not delivered herewith, as well as all other documentation required pursuant to Rule 428(b) will be furnished without charge upon written or oral request. Requests should be addressed to: Cannabis Science, Inc., 548 Market Street, Suite 16645, San Francisco, California 94104. Cannabis Science’s telephone number is 888.889.0888.

Item 3. Incorporation of Documents by Reference

The following documents filed with the United States Securities and Exchange Commission (the “**SEC**”) by Cannabis Science, Inc. (“**Cannabis Science**”, “**we**”, “**our**”, the “**Company**”), are incorporated herein by reference:

- (1) Cannabis Science’s latest Annual Report on Form 10-K/A for the fiscal year ended December 31, 2008, filed on May 13, 2009, pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”); and
- (2) All reports of the Company filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Annual Report on Form 10-K referred to in subparagraph (1) above; and
- (3) All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date hereof and prior to filing of a post-effective amendment which indicate that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

None.

Item 6. Indemnification of Directors and Officers

The only statute, charter provision, bylaw, contract, or other arrangement under which any controlling person, director or officer of Cannabis Science is insured or indemnified in any manner against any liability which he or she may incur in his or her capacity as such, is as follows:

- Article XI of our Articles of Incorporation; and
- Nevada Revised Statutes, Chapter 78.

The general effect of the foregoing is to indemnify a control person, officer or director from liability, thereby making Cannabis Science responsible for any expenses or damages incurred by such control person, officer or director in any action brought against them based on their conduct in such capacity, provided they did not engage in fraud or criminal activity.

We have no directors and officers' liability insurance at this time. At present, there is no pending litigation or proceeding involving any director, officer, employee or agent where indemnification would be required or permitted.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

Exhibit No	Title
4.1	2009 Stock Compensation Plan
5.1	Opinion of Dean Law Corp. with respect to the legality of the Common Stock being registered hereby.
23.1	Consent of Turner, Stone & Company, LLP
23.2	Consent of Dean Law Corp. (included in Exhibit 5.1)

Item 9. Undertakings

The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post -effective amendment to this registration statement to:
 - (i) include any prospectus required by Section 10(a)(3) of the Securities Act;

- (ii) reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represents a fundamental change in the information set forth in the registration statement;
- (iii) include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement.

Provided, however, that paragraphs (1)(i) and (1)(ii) shall not apply if the information required to be included in a post-effective amendment by those paragraph is incorporated by reference from periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability pursuant to the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities offered at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) To deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information require to be presented by Article 3 of Regulation S-X is not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.
- (5) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of registrant pursuant to the foregoing provisions, or otherwise, registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by registrant of expenses incurred or paid by a director, officer or controlling person of registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of registrant's annual report pursuant to Section 13(a) of the Securities Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned thereunto duly authorized in the City of San Francisco, State of California, on May 28, 2009.

CANNABIS SCIENCE, INC.
(Registrant)

By: /s/ Steven W. Kubby
Steven W. Kubby, Director,
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

SIGNATURES	TITLE	DATE
<u>/s/ Steven W. Kubby</u> Steven W. Kubby	Chief Executive Officer, Director	May 28, 2009
<u>/s/ Richard Cowen</u> Richard Cowen	Chief Financial Officer, Director	May 28, 2009
<u>/s/ Robert Melamede</u> Robert Melamede	Director	May 28, 2009

INDEX TO EXHIBITS

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CANNABIS SCIENCE, INC.

2009 STOCK COMPENSATION PLAN

SECTION 1 INTRODUCTION

1.1 *Establishment.* Cannabis Science, Inc. (the “**Company**”), a Nevada corporation, hereby establishes the Cannabis Science, Inc. 2009 Non-qualified Stock Plan (the “**Plan**”) for employees, consultants, directors, and other persons associated with the Company and any of the Company’s subsidiaries, whom the Board wishes to incite.

1.2 *Purposes.* The purposes of this Plan are to (i) attract and retain the best available personnel for positions of responsibility within the Company (ii) provide incentives to employees, officers, and management of the Company, (iii) provide Directors, Consultants and Advisors of the Company with an opportunity to acquire a proprietary interest in the Company to encourage their continued provision of services to the Company, and to provide such persons with incentives and rewards for superior performance more directly linked to the profitability of the Company's business and increases in shareholder value, and (iv) generally to promote the success of the Company's business and the interests of the Company and all of its stockholders, through the issuance of shares of the Company's Common Stock.

Incentive benefits granted hereunder may be shares. The amount of shares issued shall be determined by the board or the Compensation Committee and reflected in the terms of written agreements.

SECTION 2 DEFINITIONS

2.1 *Definitions.* The following terms will have the meanings set forth below:

“*Affiliated Corporation*” means any corporation or other entity (including, but not limited to, a partnership) which exercises control over the Company through stock ownership or otherwise, and includes subsidiaries of the Company.

“*Board*” means the Board of Directors of the Company.

“*Code*” means the Internal Revenue Code of the USA or the Income Tax Act of Canada, as it may be amended from time to time, and as appropriate to the context and as applies to the Eligible Participant.

“*Effective Date*” means the effective date of the Plan, which will be upon approval of the Board of Directors of the Company.

“*Eligible Participants*” means any employees (including, without limitation, all officers), directors, consultants and any other persons whom the Board wishes to incite to contribute to the fortunes of the Company and permitted by law or policy to receive Shares.

“*Non-Statutory Share*” means a Share issued under this Plan in accordance with the requirements of the Code, as amended from time to time.

“*Plan Limit*” shall have the meaning set forth in section 4.1.

“*Share*” or “*Shares*” shall mean the Company's Common Shares, \$.001 par value per share, or, in the event that the outstanding Common Shares are hereafter changed into or exchanged for different shares of securities of the Company, such other shares or securities.

“*Share Agreement*” shall mean an agreement that will be entered into by the Company and the Eligible Participant to whom the Shares are issued and will contain terms and conditions governing the issuance of Shares

“*Stockholder*” means an Eligible Participant designated by the Share Issuance Committee from time to time during the term of the Plan to receive one or more Shares under the Plan.

“*Share Issuance Committee*” means the Compensation Committee of the Company, unless the Board strikes a separate committee, and in the absence of an empowered committee shall mean the Board.

“*Stock*” means the common stock of the Company.

2.2 *Gender and Number.* Except where otherwise indicated by the context, the masculine gender also will include the feminine gender, and the definition of any term herein in the singular also will include the plural.

SECTION 3 PLAN ADMINISTRATION

3.1 The Plan shall be administered by the Board. Subject to the express limitations of the Plan, the Board shall have authority in its discretion to determine the Eligible Persons to whom, and the time or times at which, Awards may be granted, the number of shares subject to each Award, the time or times at which an Award will become vested, the performance criteria, business or performance goals or other conditions of an Award, and all other terms of the Award. The Board shall also have discretionary authority to interpret the Plan, to make all factual determinations under the Plan, and to make all other determinations necessary or advisable for Plan administration. The Board may prescribe, amend, and rescind rules and regulations relating to the Plan. All interpretations, determinations, and actions by the Board shall be final, conclusive, and binding upon all parties.

SECTION 4
STOCK SUBJECT TO THE PLAN AND EXCEPTIONS

4.1 *Plan limit.* A maximum of 6,500,000 Shares (“*Plan Limit*”) are authorized for issuance under the Plan in accordance with the provisions of the Plan. Shares that are issued will be deducted from the Plan Limit and such Plan Limit shall not be increased without approval of the board or, if shareholders of the Company have so required, without approval of the shareholders of the Company. While any Shares are outstanding, the Company will retain as authorized and unissued Stock at least the number of Shares from time to time required under the provisions of the Plan or otherwise assure itself of its ability to perform its obligations hereunder.

4.2 *Unused and Forfeited Stock.* Any Shares that are subject to this Plan that are not used because the terms and conditions of the Share Agreement are not met or any Shares that are used for full or partial payment of the purchase price of Shares or any Shares retained by the Company for any purpose of this Plan automatically will be returned to the Plan Limit and become available for again for use under the Plan.

4.3 *Adjustments for Stock Split, Stock Dividend, Etc.* If the Company \at any time increases or decreases the number of its outstanding Shares of Stock, or changes in any way the rights and privileges of such Shares by means of the Payment of a Stock dividend or any other distribution upon such Shares payable in Stock, or through a stock split, subdivision, consolidation, combination, reclassification or recapitalization involving the Stock, then, in relation to the Stock that is affected by the above events, the provisions of this Section 4.3 will apply. In such event, the numbers, rights and privileges of the following will be increased, decreased or changed in like manner as if such shares had been issued and outstanding, fully paid and non-assessable at the time of such event.

4.4 *General Adjustment Rules.* If any adjustment or substitution provided for in this Section 4 will result in the creation of a fractional Share, the number of Shares will be rounded to the next higher Share.

4.5 *Determination by Share Issuance Committee, Etc.* Adjustments under this Section 4 will be made by the Share Issuance Committee, whose determinations with regard thereto will be final and binding upon all parties.

4.6 *Shares Exceptional to Plan.* With the concurrence of the Board, the Share Issuance Committee may issue Shares outside the Plan or within the Plan but in excess of the Plan Limit, such that the available Plan Limit is not diminished, for exceptional circumstances or to acquire or retain personnel or achieve important goals or strategic targets considered important to the Company but which cannot reasonably be fit into the Plan Limit or the Plan due to insufficiency of available Plan Shares, legal impediments whereby the recipient cannot or is best not included in the Plan, or other purposes or reasons considered appropriate to the Board.

4.7 *Limitations on Issuance .* The Share Issuance Committee shall not, nor does it have the authority to, issue any stock compensation under this Plan for service related to investor relations or capital raising activities.

**SECTION 5
REORGANIZATION OR LIQUIDATION**

5.1 *Reorganization and Shares.* In the event that the Company is merged or consolidated with another corporation (other than a merger or consolidation in which the Company is the continuing corporation and that does not result in any reclassification or change of outstanding Shares), or if all or substantially all of the assets or control of the outstanding voting stock of the Company is acquired by any other corporation, business entity or person (other than by a sale or conveyance in which the Company continues as a holding company of an entity or entities that conduct the business of businesses formerly conducted by the Company), or in case of a reorganization (other than a reorganization under the United States Bankruptcy Code) or liquidation of the Company, the Share Issuance Committee will have the power and discretion to prescribe the terms and conditions for the modification of any outstanding Shares issued hereunder. By way of illustration, and not by way of limitation, the Share Issuance Committee may provide that such Shares will be exchanged or converted into Shares of the surviving or acquiring corporation, or may provide for a payment or distribution in respect of outstanding Shares in cancellation thereof. Any such determinations by the Share Issuance Committee may be made generally with respect to all Stockholders, or may be made on a case-by-case base with respect to particular Stockholders. The provisions of this Section 5 will not apply to any transaction undertaken for the purpose of reincorporating the Company under the laws of another jurisdiction, if such transaction does not materially affect the beneficial ownership of the Company's capital stock. Any determination by the Share Issuance Committee hereunder shall not amend the terms of any Share without the consent of the Stockholder unless, in the opinion of the Committee acting reasonably, such amendment is necessary to permit the alterations to the Company to be effected and such is in the interest of shareholders generally.

**SECTION 6
STOCK SHARES**

6.1 *Issuance of Shares.* An Eligible Participant may be issued one or more Shares.

6.2 *Share Agreements.* Each Share issued under the Plan will be evidenced by a written Share Agreement that will be entered into by the Company and the Eligible Participant to whom the Share is issued (the "Stockholder"), and will be deemed to contain the following terms and conditions, unless other terms and conditions inconsistent therewith have been entered into the Share Agreement. In the event of inconsistency between the provisions of the Plan and any Share Agreement entered into, the provisions of the Share Agreement will be considered to have been determined to be exceptional from the below and such Share Agreement shall govern where not inconsistent with law. However, the provisions of the Plan will govern where the Share Agreement omits to provide for a matter governed by the Plan and the Share Agreement will not be incomplete nor unenforceable if it fails to provide for a matter provided by the terms of this Plan as such shall be incorporated by reference:

(a) *Number of Shares.* Each Share Agreement will state that it covers a specified number of Shares, as determined by the Share Issuance Committee and the Share Agreement. If the Share Agreement fails to state the number then it shall be the number set forth in the minutes of the Share Issuance Committee.

(b) *Issuance.* Each share agreement will state the amount of Shares which shall be issued.

(c) *Date of Issuance.* Shares will be considered as having been issued on the date specified in the issuance resolution of the Share Issuance Committee.

6.3 *Stockholder Privileges.* Prior to the issuance of the Shares to the Stockholder, the Stockholder will have no rights as a stockholder with respect to any Shares issued to such person under this Plan and, until the Stockholder becomes the holder of the record of such Stock, no adjustments, other than those described in Section 4, will be made for dividends or other distributions or other rights to which there is a record date preceding the date such Stockholder becomes the holder of record of such Stock.

SECTION 7 RIGHTS OF EMPLOYEES AND STOCKHOLDERS

7.1 *Employment.* Nothing contained in the Plan or in any Share Agreement will confer upon any Eligible Participant any right with respect to the continuation of employment by the Company, or interfere in any way with the right of the Company, subject to the terms of any separate employment agreement to the contrary, at any time to terminate such employment or to increase or decrease the compensation of such Eligible Participant from the rate in existence at the time of the issuance of Shares.

SECTION 8 GENERAL RESTRICTIONS

8.1 *Investment representations.* The Company may require any person to whom Shares are issued to give written assurances, in substance and form satisfactory to the Company and its counsel, to the effect that such person is acquiring the Stock subject to the Share Agreement for his own account for investment and not with any present intention of selling and to such other effects as the Company deems necessary or appropriate in order to comply with federal and applicable state and provincial securities laws. Legends evidencing such restrictions may be placed on the certificates evidencing the Stock.

8.2 *Compliance with Securities Laws.* Each Share Agreement will be subject to the requirement that if at any time counsel to the Company determines that the listing, registration or qualification of the Shares upon any securities exchange or under any state, provincial or federal law, or the consent or approval of any governmental or regulatory body, is necessary as a condition of, or in connection with, the issuance of Shares thereunder, such Shares may not be issued in whole or in part unless such listing, registration, qualification, consent or approval will have been effected or obtained on conditions acceptable to the Share Issuance Committee. Nothing herein will be deemed to require the Company to apply for or to obtain such listing, registration or qualification. However, where available to the circumstances of an Stockholder the Company will include the Share with any other filings that the Company elects, at its sole discretion, to file under S-8 or any other filings with the SEC but the Company shall not be obliged to make an individual filing for a particular Share, unless such shall have been required pursuant to the specific Share Agreement.

**SECTION 9
OTHER EMPLOYEE BENEFITS**

9.1 *Benefits and Taxes.* The amount of any compensation deemed to be received by a Stockholder as a result of a Share issuance will not constitute “earnings” with respect to which any other employee benefits of such Stockholder are determined, including, without limitation, benefits under any pension, profit sharing, life insurance or salary continuation plan. Any taxable consequences of any Share issuance are entirely the responsibility of the Stockholder and no contribution shall be required of the Company and, further, if the Company should suffer liability for unpaid taxes of a Stockholder then the full amount of such shall be a debt of the Stockholder to the Company payable immediately and for which the Company may seek judgment and, before judgment or process, may set-off against any amounts due to the Stockholder or may recover, again before judgment or process, by exercise of voiding the Share Issuance at the discretion of the Share Issuance Committee.

**SECTION 10
PLAN AMENDMENT, MODIFICATION AND TERMINATION**

10.1 *Amendment.* The Board may at any time terminate and, from time to time, may amend or modify the Plan provided, however, that no amendment or modification may become effective without approval of the amendment or modification by the stockholders where stockholder approval is required to enable the Plan to satisfy any applicable statutory requirements, or if the Company, on the advice of counsel, determines that stockholder approval otherwise is necessary or desirable.

No amendment, modification or termination of the Plan will in any manner adversely affect any Shares theretofore issued under the Plan, without the consent of the Stockholders holding such Shares.

**SECTION 11
WITHHOLDING**

11.1 *Withholding Requirement.* The Company’s obligations to issue Shares will be subject to the Stockholder’s satisfaction of all applicable federal, state and local income and other tax withholding requirements and applicable securities requirements.

11.2 *Withholding With Stock.* At the time Shares are issued the Share Issuance Committee, in its sole discretion, may permit the Stockholder to pay all such amounts of tax withholding, or any part thereof, that is due upon exercise of the Share by such adjustments as the Share Issuance Committee determines.

**SECTION 12
BROKERAGE ARRANGEMENTS**

12.1 Brokerage. The Share Issuance Committee, in its discretion, may enter into arrangements with one or more banks, brokers or other financial institutions to facilitate the disposition of shares acquired upon, including, without limitation, sale of acquired Shares

**SECTION 13
NONEXCLUSIVITY OF THE PLAN**

13.1 Other Plans. The adoption of this Plan by the Board will not be construed as creating any limitations on the power or authority of the Board to adopt such other or additional incentive or other compensation arrangements of whatever nature as the Board may deem necessary or desirable or preclude or limit the continuation of any other plan, practice or arrangement for the payment of compensation or fringe benefits to employees generally, or to any class or group of employees, or any other persons that the Company or any Affiliated Corporation now has lawfully put into effect, including, without limitation, any retirement, pension, savings and stock purchase plan, insurance, death and disability benefits and executive short-term incentive plans.

**SECTION 14
REQUIREMENTS OF LAW**

14.1 Requirements of Law. The issuance of Stock and the payment of cash pursuant to the Plan will be subject to all applicable laws, rules and regulations.

14.2 Governing Law. The Plan and all agreements hereunder will be construed in accordance with and governed by the laws of the State of Nevada.

**SECTION 15
DURATION OF THE PLAN**

15.1 Termination . The Plan will terminate at such time as may be determined by the Board, and no Shares will be issued after such termination. If not sooner terminated under the preceding sentence, the Plan will fully cease and expire on the date that the Plan Limit has been exhausted and all Shares issued.

May 28, 2009

Cannabis Science, Inc.
548 Market Street, Suite 16645
San Francisco, California 94104

Ladies and Gentlemen:

Re: Cannabis Science, Inc. Registration Statement on Form S-8

We have acted as counsel to Cannabis Science, Inc., a Nevada corporation (the “**Company**”), in connection with the Registration Statement on Form S-8 (the “**Registration Statement**”) to be filed with the Securities and Exchange Commission on or about May 28, 2009, for the purpose of registering under the Securities Act of 1933, as amended, 6,500,000 shares of the Company’s Common Stock, par value \$0.001 per share (the “**Shares**”), issuable under the Company’s 2009 Stock Compensation Plan (the “**Plan**”).

We have examined instruments, documents and records that we deemed relevant and necessary for the basis of our opinion hereinafter expressed. We have assumed the authenticity of all records, documents and instruments submitted to us as originals, the genuineness of all signatures, the legal capacity of natural persons and the conformity to the originals of all records, documents and instruments submitted to us as copies.

This opinion is limited to the federal law of the United States of America, the Nevada Revised Statutes, and we disclaim any opinion as to the laws of any other jurisdiction. We further disclaim any opinion as to any other statute, rule, regulation, ordinance, order or other promulgation of any other jurisdiction or any regional or local governmental body or as to any related judicial or administrative opinion.

Based upon the foregoing and our examination of such questions of law as we have deemed necessary or appropriate for the purpose of this opinion, and assuming that (i) the Registration Statement becomes and remains effective during the period when the Shares are offered and issued, (ii) the Shares are issued in accordance with the terms of the Plan, (iii) the Company receives the full consideration for the Shares as stated in the Plan, and (iv) all applicable securities laws are complied with, it is our opinion that the Shares, when issued by the Company, will be legally issued, fully paid and nonassessable.

This opinion is rendered to you in connection with the Registration Statement and is solely for your benefit. This opinion may not be relied upon by you for any other purpose, or relied upon by any other person, firm, corporation or other entity for any purpose, without our prior written consent. We disclaim any obligation to advise you of any change of law that occurs, or any facts of which we may become aware, after the date of this opinion.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement.

Yours very truly,

/s/ Dean Law Corp.

DEAN LAW CORP.

Independent Registered Public Accounting Firm's Consent

The Board of Directors and Stockholders
Cannabis Science, Inc.
San Francisco, California

We consent to the use and inclusion in this Form S-8 Registration Statement and the Prospectus, which is part of this Registration Statement, of our report dated April 14, 2009 on our audit of the consolidated financial statements of Cannabis Science, Inc. (formerly known as Gulf Onshore, Inc.) at and for the year ended December 31, 2008 and for the period from January 25, 2005 (inception) to December 31, 2008.

/s/ Turner, Stone & Company, L.L.P.
Turner, Stone & Company, L.L.P.

Certified Public Accountants
Dallas, Texas
May 28, 2009
