ASSET PURCHASE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made effective as of September 17, 2012.

BETWEEN:

MIKE WITHROW, businessman, having an address at 21141 80B Avenue, Langley, British Columbia V2Y 0J5

(the "**Vendor**")

AND:

ABATTIS BIOCEUTICALS CORP., a British Columbia company, having an address at Suite 10000 – 355 Burrard Street, Vancouver, British Columbia V6C 2G8

(the "**Purchaser**")

WHEREAS:

A. the Vendor is the owner of an unassembled plant related to an to an apparatus and/or a technology for extracting oils from natural biomass using a flash freezing extraction method (collectively, the "**FFE Plant Assets**") and certain engineering know-how, business models, trade secrets related to the FFE Plant assets (the "**FFE Intellectual Property Assets**") (the FFE Plant Assets and the FFE Intellectual Property Assets collectively, the "**FFE Assets**"); and

B. the Vendor desires to sell, transfer and assign to the Purchaser and the Purchaser desires to purchase from the Vendor the right, title and interest of the Vendor in the FFE Assets, pursuant to the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Purchase and Sale of the FFE Assets

1.1 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement and regulatory approval, if required, the Vendor agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase from the Vendor, the FFE Assets, free and clear of any encumbrances, subject to the Excluded Purposes (as defined below) and the Excluded Products (as defined below).

1.2 Additional Rights as to Equipment Comprising the FFE Assets. The Vendor grants to the Purchaser the right to copy the equipment (the "**Equipment**") comprising the FFE Plant Assets and to sell, lease or joint venture the Equipment or copies thereof, for any purpose whatsoever except for the Excluded Purposes and the Excluded Products.

1.3 Excluded Purposes and Excluded Products. The Vendor retains the right to copy the Equipment and/or to modify a copy of the Equipment solely for the purposes (the "**Excluded**

Purposes") of producing: volatiles for making perfumes, extracting astaxanthin from yeast or algae, and for producing medical marijuana (all of the products resulting therefrom of which are collectively referred to as the "**Excluded Products**"). For clarification, all rights relating to the Excluded Products shall remain solely owned by the Vendor and as such, the Purchaser shall have no rights or interest in the Excluded Products whatsoever.

1.4 Purchase Price. The purchase price (the "**Purchase Price**") for the FFE Assets is $375,000.

1.5 Payment of Purchase Price. The Purchase Price shall be paid by the Purchaser to the Vendor by way of the issuance of 3,409,090 post-consolidation common shares (the "**Common Shares**") of the Purchaser, to be issued at a deemed price of $0.11 per Common Share, which Common Shares shall be registered in the name of the Vendor. For clarification, the Common Shares shall be issued after the completion of the Company's proposed 5:1 consolidation of its common shares.

1.6 Payment of Taxes on Sale and Transfer. The Purchaser shall be responsible for and shall pay when due any harmonized sales tax, excise or similar taxes (but not income or capital gains taxes of the Vendor) payable in respect of the sale and transfer of the FFE Assets to the Purchaser.

2. Representations, Warranties and Covenants of the Vendor

2.1 Representations and Warranties. The Vendor represents and warrants to the Purchaser as follows, with the intent that the Purchaser shall rely on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale of the FFE Assets as contemplated by this Agreement:

(a) the Vendor has the legal capacity to execute and deliver this Agreement and to perform the obligations of the Vendor under this Agreement;

(b) this Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors;

(c) entering into this Agreement does not and shall not conflict with any other agreement or obligation by which the Vendor or the FFE Assets are bound;

(d) the Vendor owns, possesses and has a good marketable title to the FFE Assets free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, royalty interests, fees and other claims;

(e) there is no agreement, contract, option, commitment or other right in favour of, or held by, any person other than the Purchaser to purchase, lease, licence or otherwise acquire any of the FFE Assets;

(f) all governmental licences and permits required, if any, for the uses to which the FFE Assets have been put, have been obtained and are in good standing and such uses are not in breach of any order, decree, statute, by-law, regulation, covenant, restriction, plan or permit, including those regulating the discharge of materials into the environment and the storage, treatment and disposal of waste or otherwise relating to the protection of the environment and the health and safety of persons;

(g) all registrations and filings necessary to preserve any intellectual property rights related to the FFE Assets have been made and are in good standing;

(h) all persons having access to or knowledge of confidential information related to the intellectual property aspects of the FFE Assets have entered into appropriate non-disclosure agreements with the Vendor which are assignable to the Purchaser;

(i) no certificate furnished by or on behalf of the Vendor to the Purchaser at closing in respect of the representations, warranties or covenants of the Vendor shall contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained in the certificate not misleading;

(j) the Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act;*

(k) no representation or warranty of the Vendor contained in this Agreement, including each statement made in the recitals contains any untrue statement of a material fact or omits to state a material fact necessary to make the information contained therein not misleading in light of the circumstances in which it was made; and

(l) the Vendor has disclosed to the Purchaser all material and significant information and facts regarding the FFE Assets.

2.2 Covenants and Acknowledgements. The Vendor covenants with the Purchaser and acknowledges that:

(a) the Vendor shall take all reasonable steps required to obtain, before closing, all consents to the assignment of the FFE Assets for which a consent is required, if any;

(b) the Common Shares to be issued pursuant to section 1.5 shall be subject to statutory imposed resale restrictions and a legend shall be endorsed on the certificates representing such Common Shares, in substantially the following form:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATIONS, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [the date that is four months and one day following the closing].";

(c) the Vendor acknowledges that the Purchaser is a "*reporting issuer*" (as such term is defined in the British Columbia *Securities Act)*, that the Purchaser's common shares are listed on the Canadian National Stock Exchange (**"CNSX"**), and that Vendor is providing to the Purchaser personal information (as that term is defined under applicable privacy legislation) in connection with the purchase and sale of the FFE Assets. The Vendor acknowledges and consents to the Purchaser retaining the Vendor's personal information for so long as permitted or required by applicable law or business practices. The Vendor further acknowledges and consents to the fact that the Purchaser may be required by applicable securities laws, stock exchange rules and/or Investment Industry Regulatory Organization of Canada rules to provide regulatory authorities with any personal information provided by the Vendor respecting himself; and

(d) the Vendor agrees and acknowledges that:

(i) the Purchaser shall deliver certain personal information, including information regarding the Vendor's name, address, telephone number and amount of Common Shares issued in consideration of the Purchase Price, to applicable securities regulatory authorities, including the British Columbia Securities Commission and the CNSX;

(ii) the information is being collected indirectly by the securities regulatory authorities under authority granted to them in securities legislation;

(iii) the information is being collected for the purposes of the administration and enforcement of such securities legislation; and

(iv) if the Purchaser is required to forward the information to the Ontario Securities Commission, the Vendor can contact the Administrative Assistant to the Director of Corporate Finance at the Ontario Securities Commission at Suite 1903, Box 5520 Queen Street West, Toronto, Ontario, (416) 593-3682 for information regarding the collection and use of this personal information by the Ontario Securities Commission.

2.3 Indemnity. The Vendor shall indemnify and hold harmless the Purchaser from and against any and all damage or deficiencies resulting from any misrepresentation, breach of warranty or non-fulfilment of any covenant on the part of the Vendor under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to the Purchaser under this Agreement and all claims, actions, suits, demands, proceedings, assessments, judgments, costs and legal and other expenses incident to any of the foregoing.

3. Representations, Warranties and Covenants of the Purchaser

3.1 Representations and Warranties. The Purchaser represents and warrants to the Vendor as follows, with the intent that the Vendor shall rely on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale of the FFE Assets as contemplated by this Agreement:

(a) the Purchaser is a corporation duly incorporated, validly existing and in good standing under the *Business Corporations Act* (British Columbia) with respect to the filing of annual reports, and has the power and capacity to enter into this Agreement and carry out its terms to the full extent; and

(b) the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Purchaser, and this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms except as may be limited by laws of general application affecting the rights of creditors.

3.2 Covenants. The Purchaser covenants with the Vendor that the Purchaser shall be liable for and shall pay all harmonized sales taxes and registration charges and transfer fees properly payable upon and in connection with the sale and transfer of the FFE Assets by the Vendor to the Purchaser. At closing, each of the Purchaser and the Vendor shall make the elections provided for by section 167 of the *Excise Tax Act*, in the prescribed form and containing the prescribed information.

3.3 Indemnity. The Purchaser shall indemnify and hold harmless the Vendor from and against any and all damage or deficiencies resulting from any misrepresentation, breach of warranty or non-fulfilment of any covenant on the part of the Purchaser under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to the Vendor under this Agreement and all claims, actions, suits, demands, proceedings, assessments, judgments, costs and legal and other expenses incident to any of the foregoing.

4. Survival of Representations, Warranties and Covenants

4.1 Vendor's Representations, Warranties and Covenants. All statements contained in any certificate or other instrument delivered by or on behalf of the Vendor under this Agreement or in connection with the transaction contemplated by this Agreement shall be deemed to be representations and warranties by the Vendor. All representations, warranties, covenants and agreements made by the Vendor in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive closing and any investigation at any time made by or on behalf of the Purchaser, subject to section 4.2, and shall continue in full force and effect for the benefit of the Purchaser.

4.2 Limitation on Vendor's Indemnity. No claim by the Purchaser under the covenant of indemnity contained in section 2.3 or for damages or other relief in respect of misrepresentation or breach of warranty, covenant or agreement by the Vendor under this Agreement shall be valid unless:

(a) written notice of the claim is given by the Purchaser to the Vendor before the expiration of 30 months after closing; and

(b) the aggregate amount of all such claims exceeds $10,000.

4.3 Purchaser's Representations, Warranties and Covenants. All representations, warranties, covenants and agreements made by the Purchaser in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive closing and any investigation at any time made by or on behalf of the Vendor, subject to section 4.4, and shall continue in full force and effect for the benefit of the Vendor.

4.4 Limitation on Vendor's Indemnity. No claim by the Vendor under the covenant of indemnity contained in section 3.3 or for damages or other relief in respect of misrepresentation or breach of warranty, covenant or agreement by the Purchaser under this Agreement shall be valid unless:

(a) written notice of the claim is given by the Vendor to the Purchaser before the expiration of 30 months after closing; and

(b) the aggregate amount of all such claims exceeds $10,000.

5. Conditions Precedent.

5.1 Conditions Precedent to the Obligations of the Purchaser. All obligations of the Purchaser under this Agreement are subject to the fulfilment at or before closing of the following conditions:

(a) the Vendor's representations and warranties contained in this Agreement and in any certificate or document delivered under this Agreement or in connection with the transactions contemplated by this Agreement shall be true at and as of closing as if such representations and warranties were made at and as of such time;

(b) the Vendor shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by him before or at closing;

(c) the Vendor shall have delivered to the Purchaser a certificate of the Vendor dated the time of closing, certifying in such detail as the Purchaser may specify to the fulfilment of the conditions set forth in subsections 5.1(a) and (b) above; and

(d) the Purchaser shall have received duly executed copies of the consents or approvals referred to in subsection 2.2(a), if any.

Each of the foregoing conditions is for the exclusive benefit of the Purchaser and any such condition may be waived in whole or in part by the Purchaser at or before closing by delivering to the Vendor a written waiver to that effect signed by the Purchaser.

5.2 Conditions Precedent to the Obligations of the Vendor. All obligations of the Vendor under this Agreement are subject to the fulfilment at or before closing of the following conditions:

(a) the Purchaser's representations and warranties contained in this Agreement shall be true at and as of closing as if such representations and warranties were made at and as of such time;

(b) the Purchaser shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it before or at closing; and

(c) all consents or approvals required to be obtained by the Vendor for the purpose of selling, assigning or transferring the FFE Assets shall have been obtained, provided that this condition may only be relied upon by the Vendor if the Vendor has diligently exercised its best efforts to procure all such consents or approvals and the Purchaser has not waived the need for all such consents or approvals.

Each of the foregoing conditions is for the exclusive benefit of the Vendor and any such condition may be waived in whole or part by the Vendor at or before closing by delivering to the Purchaser a written waiver to that effect signed by the Vendor.

6. Closing

6.1 Time of Closing. Subject to the terms and conditions of this Agreement, the purchase and sale of the FFE Assets shall be completed at a closing to be held at the offices of K MacInnes Law Group, Barristers & Solicitors, Suite 1100, 736 Granville Street, Vancouver, BC V6Z 1G3 at 10:00 a.m. (Vancouver time) at such time and place as may be mutually agreed upon by the parties to this Agreement (the "**Time of Closing**").

6.2 Documents to be Delivered by the Vendor. At the closing the Vendor shall deliver or cause to be delivered to the Purchaser:

(a) all deeds of conveyance, bills of sale, transfer and assignments, in form and content satisfactory to the Purchaser's counsel, appropriate to effectively vest a good and marketable title to the FFE Assets in the Purchaser to the extent contemplated by this Agreement, and immediately registrable in all places where registration of such instruments is required;

(b) possession of the FFE Assets;

(c) the certificate of the Vendor to be given under subsection 5.1(c); and

(d) the election under section 167 of the *Excise Tax Act* in the prescribed form.

6.3 Documents to be Delivered by the Purchaser. At the closing the Purchaser shall deliver or cause to be delivered to the Vendor:

(a) the election under section 167 of the *Excise Tax Act* in the prescribed form; and

(b) a certificate representing 3,409,090 Common Shares issued in the name of "Mike Withrow".

7. Risk of Loss

7.1 Risk of Loss. From the date of this Agreement to closing, the FFE Assets shall be and remain at the risk of the Vendor. If any of the FFE Assets are lost, damaged or destroyed before the Time of Closing, the Purchaser may, in lieu of terminating this Agreement under Article 8, elect by notice in writing to the Vendor to complete the purchase to the extent possible without reduction of the Purchase Price, in which event all proceeds of any insurance or compensation in respect of such loss, damage or destruction shall be payable to the Purchaser and all right and claim of the Vendor to any such amounts not paid by the Time of Closing shall be assigned to the Purchaser.

8. Termination

8.1 Termination Rights. This Agreement may, by notice in writing given prior to or on the date of closing, be terminated:

(a) by mutual consent of the Vendor and the Purchaser; or

(b) by either the Vendor or the Purchaser if the closing has not occurred by October 31, 2012 or such other date as may be agreed to by the Vendor and the Purchaser;

and, in such event, each party shall be released from all obligations under this Agreement.

8.2 Effect of Termination. Each party's right of termination under this Article 8 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination shall not be an election of remedies. Nothing in this Article 8 shall limit or affect any other rights or causes of action the parties may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement. For further clarification, if a party waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver shall be without prejudice to any of that party's rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part by the other party.

9. General

9.1 Currency. All references to dollar amounts in this Agreement are in lawful money of Canada.

9.2 Notices. All notices required or permitted to be given under this Agreement shall be in writing and personally delivered to the address of the intended recipient set forth on the first page of this Agreement or at such other address as may from time to time be notified by any of the parties in the manner provided in this Agreement.

9.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter referred to in this Agreement and there are no representations or warranties, express or implied, statutory or otherwise and no collateral agreements other than as expressly set forth or referred to in this Agreement.

9.4 Amendment. No amendment of this Agreement shall be binding unless made in writing by all the parties to this Agreement.

9.5 Assignment. This Agreement may not be assigned by any party without the prior written consent of the other party, which consent may be arbitrarily withheld.

9.6 Time of the Essence. Time shall be of the essence of this Agreement.

9.7 Applicable Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Any and all disputes arising under this Agreement, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Province of British Columbia and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

9.8 Successors and Assigns. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

9.9 Headings. The headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

9.10 Costs and Expenses. Each of the parties hereto shall pay its own fees and expenses (including the fees of any lawyers, financial advisors, accountants, appraisers or others engaged by such party) in connection with this Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

9.11 Representation and Conflict. The parties agree and acknowledge that this Agreement has been prepared by K MacInnes Law Group, Barristers & Solicitors, who act solely for the Purchaser with respect to this Agreement and who offer no legal advice to the Vendor and that K MacInnes Law Group and the Purchaser have requested that the Vendor seek and obtain independent legal advice in connection with the review and execution of this Agreement.

9.12 Severability. If any provision of this Agreement is determined to be void or unenforceable in whole or in part, that provision shall be deemed not to affect or impair the validity of any other provision of this Agreement and the void or unenforceable provision shall be severable from this Agreement.

9.13 Execution in Counterpart. This Agreement and all documents contemplated by or delivered in connection with this Agreement may be executed and delivered by facsimile, pdf email attachment or original and in any number of counterparts, and each executed counterpart shall be considered to be an original. All executed counterparts taken together shall constitute one agreement.

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

____
MIKE WITHROW

ABATTIS BIOCEUTICALS CORP.

per: ______________________________
Authorized Signatory