

AGREEMENT OF SHARE EXCHANGE AND PLAN OF REORGANIZATION

This agreement of share exchange and plan of reorganization (the "Agreement") is made and entered into as of **February 14, 2018** (the "Execution Date"), by, between, and among **Isodiol International, Inc.**, a Canadian corporation (hereinafter called "Isodiol"), **Canadian National Pharma Group Inc.**, a Canadian corporation ("CN Pharma"), and **Marcus Dahl**, a Canadian resident ("Dahl").

RECITALS

A. Isodiol is a company engaged in the manufacture, distribution, and sale of bioactive phytoceutical and cannabis-derived consumer goods whose common stock is publicly traded.

B. CN Pharma is a private company that intends to manufacture, distribute, and sell raw materials and active pharmaceutical ingredients.

C. Marcus Dahl is the majority shareholder and chief executive officer of CN Pharma.

D. Subject to approval by the Board of Directors of Isodiol and CN Pharma, the parties intend to effect the issuance of Isodiol restricted common stock shares to all of the shareholders of CN Pharma in exchange for all of their shares of common stock of CN Pharma (the "Exchange").

E. Following the Exchange, CN Pharma will be a wholly-owned subsidiary of Isodiol or one of its designated subsidiaries.

F. It is intended that the transactions contemplated by this Agreement shall constitute an exchange conforming to the provisions of Section 368(a)(2) of the Internal Revenue Code of 1954.

NOW THEREFORE, in consideration of the mutual covenants and agreements and the benefits to be realized by each of the parties, the following transactions are hereby agreed, subject to the conditions hereinafter stated:

1. Recitals

The foregoing recitals are a material, substantive, and integral part of this Agreement and are enforceable as if hereinafter restated.

2. Pre-Closing Obligations of Isodiol

Isodiol agrees to the following pre-Closing (as defined below) obligations:

a. Loans. Isodiol will loan **Three Hundred Seventy-Five Thousand Canadian Dollars (CAD\$375,000)** to CN Pharma as follows: (i) **Two Hundred Fifty Thousand Canadian Dollars (CAD\$250,000)** on or before the Execution Date; and (ii) **One Hundred Twenty-Five Thousand Canadian Dollars (CAD\$125,000)** within two (2) business days of the filing of a substantially and professionally complete application for a Licensed Dealer license by Health Canada. It is understood that these Loan proceeds are to be disbursed by CN Pharma to Mr. Dahl as compensation and are not repayable by him. All loans pursuant to this Agreement shall be memorialized in a form substantially the same as depicted in Schedule A hereto.

b. Capital Investment. Isodiol will make a capital investment of up to **One Million Canadian Dollars (CAD\$1,000,000)** of cash toward the purchase of certain equipment and consulting, licensing, installment, and operational costs associated with said equipment, which all shall be the sole property, and recorded on the books and records, of Isodiol (collectively, the "Capital Assets"); provided, however, that the parties acknowledge Isodiol has advanced not less than **One Hundred Thousand Canadian Dollars (CAD\$100,000)** to CN Pharma pursuant to the Capital Assets funding obligation as of the Execution Date. To the extent that any expenditures for Capital Assets are not eligible for

capitalization as assets and recordable on the books and records of Isodiol, then such expenditures shall be accrued as loans payable from CN Pharma to Isodiol and memorialized in a form substantially the same as depicted in Schedule A hereto. Ownership of the Capital Assets will be transferred to CN Pharma at Closing.

b. Consulting Agreement. Isodiol will offer a consulting agreement Mr. Dahl that will become effective contingent upon the CN Pharma facility being built to laboratory specifications, passing Health Canada's inspection, and receiving a Licensed Dealer license from Health Canada on or before December 31, 2018, that authorizes CN Pharma to conduct regulated activities with cannabis.

3. **Exchange**

a. Share Exchanges. In accordance with Isodiol's standard form of Subscription Agreement, and in exchange for all of the issued and outstanding shares of capital stock of CN Pharma as of the Closing Date (as defined below) (the "Target Shares"), Isodiol shall issue on the Closing Date an amount of fully paid and nonassessable shares of voting Isodiol common stock equal to **Six Million Canadian Dollars (CAD\$6,000,000)** (hereinafter called the "Isodiol Shares").

b. Stock Valuations. The Isodiol Shares will be valued at the closing price on the Canadian Securities Exchange (i.e., the CSE) on the Execution Date. Any fractional Isodiol Shares shall be rounded down to the nearest whole share and eliminated; no scrip shall issue.

c. Stock Restrictions. Issuance of the Isodiol Shares shall be subject in all respects to Isodiol's transfer agent protocols, bear all restrictive legends applicable to private placements of securities in the country of issuance of the Isodiol Shares, and be subject to escrow with an additional 'lock up' of the Isodiol Shares to be released in **four (4) equal installments on each six (6) month anniversary** of closing (i.e., within a total of **twenty-four (24) months from closing**) (collectively, the "Isodiol Shares Restrictions").

d. Share Adjustments. If between the date hereof and the Closing Date (as defined below), Isodiol shall effect any reclassification, recapitalization, subdivision, combination, or exchange of shares, in respect of the outstanding shares of common stock of Isodiol or a stock dividend thereon shall be declared with a record date within said period, the per share amounts of Isodiol Shares to be issued and delivered in the Exchange shall be appropriately adjusted (each a "Capital Stock Material Event"). Any and all such Capital Stock Material Events shall be approved by a majority of the directors entitled to vote upon such action.

e. Subscription Agreement. Notwithstanding anything to the contrary contained in this Agreement, issuance of the Isodiol Shares shall be subject to and conditioned upon the execution of Isodiol's standard form of Subscription Agreement, which contains all customary language pertaining to the issuance of the company's common stock, including, but not limited to, the Isodiol Shares Restrictions.

f. Share Certificates. Isodiol shall issue and deliver as and when required by the Subscription Agreement, certificates representing the shares of Isodiol Shares to be exchanged for the shares of Target Shares outstanding immediately prior to the effective time of the Exchange shall have been exchanged as provided in the Subscription Agreement.

g. Shareholder Approvals. Neither party is required under applicable corporate law to submit this Agreement or the Subscription Agreement to its shareholders for approval.

4. **Closing**

The closing of all the transactions contemplated hereby (the "Closing" or the "Closing Date") shall take place at the offices of Isodiol in **Escondido, California**, at **9:00 a.m.**, on a date within two (2) business days after all of the conditions described in Sections 15 and 16 hereof have been satisfied or, to the extent permitted in Section 17.b) hereof, their satisfaction has been waived. Isodiol and CN Pharma

will use their best efforts to obtain the approvals specified in Section 9 hereof and any other of the consents, waivers, or approvals necessary or desirable to accomplish the transactions contemplated by this Agreement and the Subscription Agreement. All documents required to be delivered by each of the parties hereto shall be duly delivered to the respective recipient thereof at or prior to the Closing. In no event shall the Closing Date be later than **December 31, 2018**, and if it is delayed beyond said date the either party shall have the right to terminate this Agreement upon notice to that effect.

5. Investigation by the Parties

a. Opportunity to Investigate. Isodiol and CN Pharma each may, prior to the Closing Date, make or cause to be made such investigation of the properties of the other and its subsidiaries and of its financial and legal condition as the party making such investigation deems necessary or advisable to familiarize itself with such properties and other matters, provided, that such investigation shall not interfere with normal operations.

b. Right to Access. CN Pharma agrees to permit Isodiol and its authorized agents or representatives to have, after the date of execution hereof, full access to its premises and to all of its books and records at reasonable hours, and its subsidiaries and officers will furnish the party making such investigation with such financial and operating data and other information with respect to the business and properties of it and its subsidiaries as the party making such investigation shall from time to time reasonably request.

c. Ownership of Confidential Information. Each party agrees that in the event that the transactions contemplated by this Agreement shall not be consummated, it and its officers, employees, accountants, attorneys, engineers, and other representatives will not disclose or make available to any other person or use for any purpose unrelated to the consummation of this Agreement any information, whether written or oral, with respect to the other party and its subsidiaries or their business which it obtained pursuant to this Agreement. Such information shall remain the property of the party providing it and shall not be reproduced or copies without the consent of such party. In the event that the transactions contemplated by this Agreement shall not be consummated, all such written information shall be returned to the party providing it.

6. Agreement of Mr. Dahl and CN Pharma Shareholders

CN Pharma and Mr. Dahl each agrees, and agrees to obtain from each of CN Pharma's shareholders an agreement to the effect that, each shareholder: (i) consents to the Exchange; (ii) represents and warrants that he or she is acquiring the Isodiol Shares to be received hereunder for the shareholder's own account, for investment purposes, not with a view toward distribution, and through a private placement exempt from registration under applicable securities laws; and (iii) and waives his or her rights to dissent and appraisal under all applicable laws.

7. State Securities Laws

Isodiol and CN Pharma will each take such steps as may be necessary on their respective parts to comply with any state securities or so-called 'Blue Sky' laws applicable to the action to be taken by them in connection with the Exchange and the delivery by Isodiol to CN Pharma shareholders of the Isodiol Shares pursuant to this Agreement and the Subscription Agreement.

8. Business Pending the Closing

a. By Isodiol. From the date of this Agreement to and including the Closing Date, except as may be first approved by CN Pharma or as is otherwise permitted or contemplated by this Agreement: (i) Isodiol shall conduct its business only in the usual and ordinary course; (ii) no change shall be made in the authorized capitalization of Isodiol except as contemplated by this Agreement; and (iii) no amendment shall be made to Isodiol's Articles of Incorporation or Bylaws, except as contemplated by this Agreement.

b. By CN Pharma and Mr. Dahl. From the date of this Agreement to and including the Closing Date, except as may be first approved by Isodiol or as is otherwise permitted or contemplated by this Agreement:

- i. (i) CN Pharma shall conduct its business only in the usual and ordinary course without the creation of any additional indebtedness exceeding **Five Thousand Canadian Dollars (CAD\$5,000)** for money borrowed maturing in more than one year (other than indebtedness to Isodiol);
- ii. no change shall be made in the authorized capitalization of CN Pharma, except as contemplated by this Agreement;
- iii. no shares of capital stock of CN Pharma shall be authorized for issuance or issued and no agreement or commitment for the issuance hereof shall be entered into;
- iv. no rights or elections shall be created or granted to purchase stock under any employee stock bonus, thrift or purchase plan or otherwise;
- v. no amendment shall be made to CN Pharma's Articles of Incorporation or Bylaws, except as contemplated by this Agreement;
- vi. no modification shall be made in CN Pharma's present employee benefit programs or in its present policies in regard to the payment of salaries or compensation to its personnel and no increase shall be made in the compensation of its personnel;
- vii. no contract or commitment shall be entered into by or on behalf of CN Pharma, and no sale or purchase of assets shall be made except in the ordinary course of business;
- viii. CN Pharma will use all reasonable and proper efforts to preserve its business organization intact, to keep available the services of its present employees, and to maintain satisfactory relationships between CN Pharma and its suppliers, customers, regulatory agencies, and others having business relations with it;
- ix. CN Pharma shall make no amendments or contributions to any profit sharing plan;
- x. the Board of Directors of CN Pharma will not declare any dividends on, or otherwise make any distribution in respect of, its outstanding shares of capital stock; and
- xi. the corporate governance documents and minutes of the shareholders and directors of CN Pharma shall reflect the existence of a three (3) member board of directors that consists of the following members: (i) Aman Parmar; (ii) Troy Nihart; and (iii) Marcus Dahl.

9. Efforts to Obtain Approvals and Consents

In addition to Isodiol, CN Pharma, and Mr. Dahl obtaining the requisite shareholder approval as described in Section 6, Isodiol, CN Pharma, and Mr. Dahl will use all reasonable and proper efforts to obtain, where required, the approval and consent: (i) of any governmental authorities having jurisdiction over the transactions contemplated in this Agreement; and (ii) of such other persons whose consent is required to the transactions contemplated by this Agreement.

10. Cooperation Between Parties

Isodiol, CN Pharma, and Mr. Dahl shall fully cooperate with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their obligations under this Agreement, including the preparation of financial statements and the supplying of information.

11. No Tax Ruling

Irrespective of any desired tax treatment of the transactions contemplated by this Agreement, Isodiol and CN Pharma agree that they will not attempt to obtain ruling from the United States Internal Revenue Service to the effect that, for Federal income tax purposes, no gain or loss will be recognized to the holders of Target Shares upon the receipt of Isodiol Shares in exchange for their Target Shares in accordance with the provisions of this Agreement and the Subscription Agreement.

12. Representations of Isodiol

Isodiol represents, warrants and agrees that:

a. Corporate Authority. Isodiol is a corporation duly organized, validly existing, and in good standing under the laws of the **Province of British Columbia** and is duly qualified to do business and in good standing in every jurisdiction in which the nature of its business of the character of its properties makes such qualification necessary. Isodiol has the corporate power and any necessary governmental authority to own or lease their respective properties now owned and to carry on their respective business as now being conducted.

b. Current Capitalization. As of the Closing, the capitalization of Isodiol is as set forth in the financial statements filed with its periodic securities filings. The outstanding capital stock of Isodiol has been duly authorized and issued and is fully paid and nonassessable.

c. Authority to Issue Shares. The Isodiol Shares, which are to be issued and delivered to the CN Pharma shareholders pursuant to the terms of this Agreement and the Subscription Agreement, when so issued and delivered, will be validly authorized and issued and will be fully paid and non-assessable.

d. Current Financial Status. All of the periodic and current financial statements filed with all of Isodiol's securities regulatory bodies present fairly the financial condition of Isodiol, at the periods indicated therein, and the results of its operations and changes in financial position for the year and periods then ended in conformity with generally accepted accounting principles applied on a consistent basis. Isodiol has no material liabilities or commitments other than as listed or noted on the aforesaid financial statements, or as incurred in the ordinary course of business. As of the Effective Date of this Agreement, there has been no material adverse change in the assets or liabilities or in the business or condition, financial or otherwise, of Isodiol, except in the ordinary course of business or as contemplated by this Agreement, nor has Isodiol, except in the ordinary course of business or as contemplated by this Agreement, incurred any indebtedness for money borrowed. All tax returns and reports of Isodiol required by law to be filed have been duly filed and all taxes, assessments and other governmental charges now due (other than any still payable without penalty) upon Isodiol or upon any of its properties or assets, except as delayed by reasonable extension. All amounts which have been reflected as liabilities on the books of Isodiol in respect of taxes are considered adequate, and Isodiol does not know of any actual or proposed additional assessments in respect of taxes, against it.

e. Title to Assets. Except for changes resulting from the ordinary course of its business, Isodiol will, on the Closing Date, own the full right, title, and interest in and to all its property and assets (excluding property leased from others) in each case free and clear of all mortgages, liens, restrictions, charges and other encumbrances and defects of title (other than easements, rights of way, reservations and other conditions of title, encumbrances and defects of title which are not individually or in the aggregate materially adverse to the business of Isodiol).

f. Distributions and Dividends. Subsequent to the Effective Date, Isodiol has not declared or paid any dividend on its outstanding shares of common stock or declared or made any distribution on, or directly or indirectly redeemed, purchased or otherwise acquired any of its outstanding stock or authorized the creation or issuance of, or issued any additional shares of stock outside the ordinary course of business, or agreed to take any such action. Isodiol will not take any such action during the period between the Effective Date and the Closing Date, except as expressly provided for in Section 15 below.

g. Outstanding Actions. Isodiol is not engaged in or a party to, or to the knowledge of Isodiol threatened with, any material legal action or other proceeding before any court or administrative agency that would impair or prohibit the transactions contemplated by this Agreement. Isodiol, to the knowledge of Isodiol, has not been charged with, and is not under investigation with regard to, any charge concerning any presently pending material violation of any provision of Federal, State, or other applicable law or administrative regulations in respect of its business.

h. No Restrictions on Agreement. The execution and carrying out of this Agreement and compliance with the terms and provisions hereof by Isodiol will not conflict with or result in any material breach of any of the terms, conditions, or provision of, or constitute a default under, or result in the creation of, any lien, charge or encumbrance upon any of the property or assets of Isodiol or any of its subsidiaries pursuant to any corporate charter, bylaw, indenture, mortgage, agreement (other than that which is created by virtue of this Agreement), or other instrument to which Isodiol is a party or by which it is bound or affected.

i. Accuracy of Statements. This Agreement and the memoranda and documents furnished hereunder on behalf of Isodiol do not contain any untrue statement of a material fact nor omit to state a material fact necessary to be stated in order to make the statements contained herein and therein not misleading; and there is no fact that materially adversely affects or in the future (so far as Isodiol can now foresee) will materially adversely affect the business operations, affairs, or condition of Isodiol or any of the properties or assets which has not been set forth in this Agreement and other documents and papers furnished hereunder.

13. **Representations of CN Pharma and Mr. Dahl**

Each of CN Pharma and Mr. Dahl represents, warrants, and agrees that:

a. Corporate Authority. CN Pharma is a corporation duly organized, validly existing, and in good standing under the laws of the **Province of British Columbia**. CN Pharma has the corporate power and any necessary governmental authority to own or lease its properties now owned or leased and to carry on its business as now being conducted. CN Pharma is duly qualified to do business and in good standing in every jurisdiction in which the nature of its business or the character of its properties makes such qualification necessary.

b. Current Capitalization. CN Pharma has no commitment to issue nor will it issue any shares of its capital stock or any securities or obligations convertible into or exchangeable for, or giving any person any right to acquire from CN Pharma, any shares of its capital stock.

c. Current Financial Status. The financial information provided to Isodiol by CN Pharma (the "Financial Information"), is true and complete to the best knowledge of CN Pharma, and there has been no material adverse change in the assets or liabilities or in the business or condition, financial or otherwise, of CN Pharma or its consolidated subsidiaries and no change except in the ordinary course of business or as contemplated by this Agreement since the dates reflected in the most recent Financial Information. All tax returns and reports of CN Pharma required by law to be filed have been duly filed, and all taxes, assessments and other governmental charges now due (other than any still payable without penalty) upon CN Pharma and its subsidiaries or upon any of their properties or assets have been paid. All amounts that have been reflected as liabilities on the books of CN Pharma and its subsidiaries in

respect of taxes are considered adequate and CN Pharma does not know of any actual or proposed additional assessments in respect of taxes, against either it or its subsidiaries.

d. Title to Assets. Except for changes resulting from the ordinary course of its business and except for the mortgages, liens, restrictions, charges and other encumbrances set forth in a memorandum prepared by CN Pharma and previously furnished to Isodiol, CN Pharma and its subsidiaries own, and will on the Closing Date own, the full right, title and interest in and to all their property and assets (excluding property leased from others) in each case free and clear of all mortgages, liens, restrictions, charges and other encumbrances and defects of title (other than easements, rights of way, reservations and other conditions of title, encumbrances and defects of title which are not individually or in the aggregate materially adverse to the business of CN Pharma and its subsidiaries).

e. Distributions and Dividends. Subsequent to the Effective Date and effective at Closing, CN Pharma has not declared or paid any dividend on its outstanding shares of common stock or declared or made any distribution on, or directly or indirectly redeemed, purchased or otherwise acquired any of its outstanding stock or authorized the creation or issuance of, or issued any additional shares of stock, or agreed to take any such action, except as expressly provided for in this Agreement. CN Pharma will not take any such action during the period between the date hereof and the Closing Date except as provided herein.

f. Outstanding Actions. Neither CN Pharma nor any of its subsidiaries is engaged in or a party to, or to the knowledge of CN Pharma threatened with, any material legal action or other proceeding before court or administrative agency except as set forth in a memorandum prepared by CN Pharma and previously furnished to Isodiol. Neither CN Pharma nor any of its subsidiaries, to the knowledge of CN Pharma, has been charged with, or is under investigation with respect to, any charge concerning any presently pending material violation of any provision of Federal, State, or other applicable law or administrative regulations in respect of its business except as set forth in said memorandum.

g. No Inordinate Transactions. There has not been and will not be prior to the Closing Date, a purchase or sale or any other acquisition, transfer or distribution of any assets or properties on the part of CN Pharma or its subsidiaries, except in the ordinary course of business or as previously approved by Isodiol.

h. Authority for Ordinary Business. CN Pharma and its subsidiaries have adequate franchises, permits, or operating rights without unusual restrictions to allow them to conduct the business in which they are presently engaged, except in certain instances where in the reasonably exercised judgment of CN Pharma the lack of a current franchise, permit or operating right has no adverse effect on the conduct of such business.

i. Outstanding Agreements. Except in each case as set forth in a memorandum prepared by CN Pharma and previously furnished to Isodiol, as of the Effective Date neither CN Pharma nor any of its subsidiaries is a holder of or a party to any written or oral (i) contract for employment of any officer or other person other than its officers and Directors, (ii) contract with any labor union, (iii) bonus, pension, profit sharing, retirement, stock purchase, stock option, insurance, or similar plan or practice in effect with respect to its employees or other persons, (iv) indenture of mortgage, debenture, indenture, loan or borrowing agreement, (v) bonding arrangement, including performance bond, (vi) continuing contract for future purchase, sales, lease or distribution of materials, services, supplies, products, or equipment involving annual payments in excess of **Five Thousand Canadian Dollars (CAD5,000.00)**, (vii) lease or other commitment for the rental of office space, storage or other facilities, (viii) contract or lease agreement for the acquisition or lease of motor vehicles, (ix) patent, patent application, patent right, patentable inventions, trademark, trademark registration and applications therefor, trade name, copyright, copyright registration and application therefor, patent license granted to or by CN Pharma or its subsidiaries and in force or contracts with employees or others relating in whole or in part to disclosure, assignment or patenting of any inventions, discoveries, improvements, shop rights, processes, formulae or

other know-how, presently owned or held, in whole or in part, by CN Pharma or its subsidiaries, (x) insurance policy covering its properties, buildings machinery, equipment, and persons, firms or operations, or the life of any person, (xi) agreement between a present employee of CN Pharma and persons, firms, or corporations other than CN Pharma relating in whole or in part to disclosure, assignment or patenting of inventions, discoveries, improvements, shop rights, processes, formulae or other know-how, including without limitation thereto, to the best knowledge of CN Pharma, agreements entered into by such employees prior to the time they became employees of CN Pharma, or (xii) material contract or commitment not made in the ordinary course of business.

j. **Binding Obligation.** CN Pharma has the corporate power to enter into this Agreement, the execution and delivery and performance of this Agreement have been duly authorized by all requisite corporate action, and this Agreement constitutes the valid and binding obligation of CN Pharma.

k. **No Conflicts.** The execution and carrying out of this Agreement and compliance with the terms and provisions hereof by CN Pharma will not conflict with or result in any breach of any of them terms, conditions or provisions of, or constitute a default under, or result in the creation of, any lien, charge, or encumbrance upon any of the properties or assets of CN Pharma or any of its subsidiaries pursuant to any corporate charter, indenture, mortgage, agreement (other than that which is created by virtue of this Agreement) or other instrument to which CN Pharma or any of its subsidiaries is a party or by which it or any of its subsidiaries is bound or affected.

l. **Accuracy of Statements.** This Agreement and the memoranda and documents furnished hereunder on behalf of CN Pharma do not contain any untrue statement of a material fact nor omit to state a material fact necessary to be stated in order to make the statements contained herein and therein not misleading; and there is no fact which materially adversely affects or in the future (so far as CN Pharma can now foresee) will materially adversely affect the business operations, affairs or condition of vitro or any of its subsidiaries or any of its or their properties or assets which has not been set forth in this Agreement or other documents and papers furnished hereunder.

14. Further Assurances of CN Pharma, Mr. Dahl, and CN Pharma Shareholders

Each of CN Pharma, Mr. Dahl, and the CN Pharma shareholders: (i) represents and warrants that there are no claims, liabilities, liens, or encumbrances that exist in respect of CN Pharma's business and assets as of the Closing Date or as heretofore undisclosed between dates set forth in the Financial Information and the Closing Date that was not disclosed in the Financial Information; (ii) agrees, jointly and severally, to indemnify Isodiol for all claims, liabilities, liens, and encumbrances that exist in respect of CN Pharma's business and assets that have not been heretofore disclosed as of the Closing Date; (iii) agrees to each provision of Sections 2-3 of this Agreement; and (iv) agrees that, for a term of two (2) years from the date of the last release of Isodiol Shares pursuant to the lock up in Section 3.c) of this Agreement, it will not directly or indirectly sell to, procure from, or otherwise engage in any business relationship with any of Company's existing or reasonably anticipated customers, vendors, employees, or contractors for the purpose of developing, procuring, manufacturing, marketing, or selling any of the existing or reasonably anticipated technologies, products, or materials developed, procured, manufactured, marketed, or sold by CN Pharma or Isodiol, unless CN Pharma or Mr. Dahl has first obtained Isodiol's written consent.

15. Conditions to the Obligations of Isodiol

The obligations of Isodiol hereunder are subject to the satisfaction on or before the Closing Date of the following conditions:

a. **Consents.** This Agreement and the transactions contemplated hereby shall have been approved by unanimous consent of all shareholders of all outstanding Target Shares and by CN Pharma's Board of Directors.

b. General Performance. All the terms and covenants of this Agreement to be complied with or performed by CN Pharma shall have been fully complied with and performed.

c. Subscription Agreements. Each shareholder of CN Pharma will have properly executed and delivered to Isodiol the Subscription Agreement described in Section 3.a) hereof.

d. Closing Certificate. CN Pharma's shall have delivered to Isodiol a certificate by CN Pharma's President, which states:

i. All of the CN Pharma Financial Information presents fairly the financial condition of CN Pharma, at the periods indicated therein, and the results of its operations and changes in financial position for the year and periods then ended in conformity with generally accepted accounting principles applied on a consistent basis and that CN Pharma has no material liabilities or commitments other than as listed or noted on the CN Pharma Financial Information, or as incurred in the ordinary course of business;

ii. The representations and warranties of CN Pharma contained in this Agreement are true in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date, except for changes permitted by this Agreement or those incurred in the ordinary course of business; and

iii. Each and of the respective agreements of CN Pharma to be performed on or before the Closing Date pursuant to the terms hereof have been duly performed in all material respects.

e. Approvals. The necessary approvals described in Section 9 hereof shall have been obtained.

16. Conditions to the Obligations of CN Pharma and Mr. Dahl

The obligations of CN Pharma and Mr. Dahl hereunder are subject to the satisfaction on or before the Closing Date of the following conditions:

a. Consents. This Agreement and the transactions contemplated hereby shall have been approved by Isodiol's Board of Directors.

b. General Performance. All the terms and covenants of this Agreement to be complied with or performed by Isodiol shall have been fully complied with and performed.

c. Closing Certificate. Isodiol shall have delivered to CN Pharma a certificate by Isodiol's President that states all representations and warranties of Isodiol contained in this Agreement are true on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date.

d. Approvals. The necessary approvals described in Section 9 hereof shall have been obtained.

17. Termination and Modification Rights

a. Right to Terminate Prior to Closing. This Agreement, except Section 5(c) hereof, may be terminated at any time prior to the Closing Date by (1) mutual consent of the parties hereto authorized by their respective Boards of Directors or (2) upon written notice to the other party, by either party upon authorization of its Board of Directors:

i. If in its reasonably exercised judgment there shall have occurred a material adverse change in the financial condition or business of the other party or the other party shall have suffered a material loss or damage to any of its property or assets, which change, loss or damage materially affects or impairs the ability of the other party to conduct its business, or if any

previously undisclosed condition which materially adversely affects the earning power or assets of either party comes to the attention of the other party;

ii. If the terms, covenants, or conditions of this Agreement to be complied with or performed by one of the other parties at or before the Closing Date shall not have been materially complied with or performed at the time required for such compliance or performance and such noncompliance or nonperformance shall not have been waived by the party giving notice of termination; and

iii. If any action or proceeding shall have been instituted or threatened before a court or other governmental body or by any public authority to restrain or prohibit the transaction contemplated by this Agreement or if the consummation of such transactions would subject either of such parties to liability for breach of any law or regulation.

b. Waivers. Any term or condition of this Agreement may be waived at any time by the party hereto which is entitled to the benefit thereof, by action taken by the Board of Directors of such party; and any such term or condition may be amended at any time, by an agreement in writing executed by the chairman of the Board or the President of each of the parties pursuant to authorization by the respective Boards of Directors; provided, however, that no amendment of any principal term of the Exchange shall be effected after approval of this Agreement by the shareholders of CN Pharma, unless such amendment is approved by such shareholders in accordance with the respective state corporation law.

18. Termination and Survival

This Agreement shall terminate upon the earlier of: (i) thirty (30) days from the Effective Date; (ii) the Closing; or (iii) the mutual written agreement of the parties. Notwithstanding any termination of this Agreement, the following provisions shall survive: Sections 1, 3.c), and 18-30.

19. Expenses

In the event this Agreement is terminated without consummation at the Closing, Isodiol and CN Pharma shall each pay all of its respective expenses incurred for the purpose of carrying this Agreement into effect, except that each party hereto, in addition to its own expenses, shall pay all of the non-breaching party's reasonable out-of-pocket expenses if termination is caused by a breach of any representation or warranty made in this Agreement or a default by said party in performance of any obligation hereunder.

20. Finders

Each of the parties represents that no broker, agent, finder or similar person has been retained or paid and that no brokerage fee or other commission has been agreed to be paid for or on account of this Agreement; provided, however, that Isodiol reserves the right to pay its employees, agents, and representatives compensation in connection with this Agreement, for its own account, in accordance with applicable law.

21. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the **Province of British Columbia, Canada**, except with respect to any conflicts of law principles thereof.

22. Further Instruments

Each party agrees to execute and deliver such other and further instruments, and to do such other and further acts, as may be necessary or desirable to effect the transactions contemplated in this Agreement and carry out the intent and purpose of this Agreement, including, but not limited to, all necessary stock powers, medallion signature guarantees, and representation letters relating to the Isodiol Shares and Target Shares.

23. Notices

All notices under this Agreement will be in writing and will be sent to the following addresses:

If to Isodiol, to:

Isodiol International, Inc.
2215 Auto Parkway
Escondido, CA 92029
Attn: Marcos Agramont

If to CN Pharma, Mr. Dahl, or the CN Pharma shareholders, to:

Canadian National Pharma Group Inc.
P.O. Box 307, Station Abbotsford
Abbotsford, British Columbia V2T 6Z6
Attn: Marcus Dahl

All notices shall be deemed to be given or become effective for all purposes of this Agreement as follows: (i) when delivered in person, when given; (ii) when sent by mail, when received by the person to whom it is given, unless it is mailed by registered, certified or express mail, in which case it shall be deemed given or effective on the earlier of the date of receipt or refusal; and (iii) when sent by electronic mail, facsimile, or other form of electronic transmission, twelve (12) hours after the transmission with proof that it was sent to the correct electronic mail address, telephone number, or similar address, as the case may be.:

24. Binding Nature

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

25. Assignment

Rights and obligations of a party to this Agreement may not be assigned or transferred without the other party's prior written consent thereto.

26. Modification

No modification or amendment of this Agreement shall be valid unless it is in writing and signed by both parties hereto.

27. Complete Agreement

This Agreement and any accompanying instruments and documents expressly referenced herein, including, but not limited to, the Subscription Agreement, comprise the full and complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior communications, understandings, and agreements of the Parties, whether written or oral, expressed or implied, with respect to the subject matter hereof.

28. Waiver

The waiver by either party of a breach of any term of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach.

29. Headings


The headings in this Agreement are inserted for convenience only and shall not be considered in interpreting the provisions hereof.

30. Counterparts

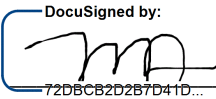
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto by their respective officers thereunto duly authorized by a majority of their directors as of the Effective Date.

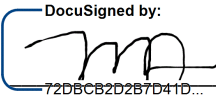
ISODIOL INTERNATIONAL, INC.

By: 
EA3B96180525497...
Marcos Agramont, President

CANADIAN NATIONAL PHARMA GROUP INC.

By: 
72DBC82D2B7D41D...
Marcus Dahl, President

MARCUS DAHL

By: 
72DBC82D2B7D41D...
Marcus Dahl

SCHEDULE A

[FORM OF] PROMISSORY NOTE

**[\$[Amount]
([Amount] Dollars and 00/100 Cents)**

**[Date]
Vancouver, BC**

FOR VALUE RECEIVED, **Canadian National Pharma Group Inc.** (the “*Borrower*”), a Canadian corporation having a mailing address at P.O. Box 307, Station Abbotsford, Abbotsford, British Columbia V2T 6Z6 (the “*Borrower’s Address*”), hereby promises to pay to **Isodiol International Inc.** (the “*Lender*”), a Canadian corporation with its principal place of business at 1212 Austin Ave., Coquitlam, BC V3J 5E7 Canada (the “*Lender’s Address*”), the principal sum of **[Amount] Dollars and 00/100 Cents (\$[Amount])** in United States currency (the “*Principal Sum*”) and interest accrued upon the Principal Sum from the date hereon in legal tender on or before **[Date]** (the “*Maturity Date*”).

It is understood and agreed between the parties that the loan memorialized by this Promissory Note is being made in furtherance of the purposes set forth in that certain **Definitive Investment Agreement** between the parties, dated as of **February []**, 2018.

Interest payable hereunder through and including the Maturity Date shall accrue at a simple interest rate equal to the Prime rate published in the Wall Street Journal on the date hereof, calculated on the basis of a 365-day year and actual days elapsed. In no event shall interest payable hereunder be compounded or exceed the maximum rate or amount permitted by applicable law.

Any amount representing the Principal Sum and interest accrued to the Maturity Date, either in part or in whole, that is not paid on the Maturity Date shall bear interest in the aforementioned manner and be payable on demand.

Both the Principal Sum and any interest that may accrue thereon are payable to the Lender at the Lender’s Address or to such other nominee or address as the Lender may direct by written notice to the Borrower at the Borrower’s Address.

The Principal Sum plus any accrued but unpaid interest evidenced by this Promissory Note may be prepaid, in whole or in part, at any time prior to the Maturity Date, without penalty.

The Borrower the and Lender hereby waive trial by jury in any action, proceeding, or counterclaim brought by any party hereto or any beneficiary hereof on any matter whatsoever arising out of or in any way connected with this Promissory Note.

This Promissory Note shall be governed by, and construed in accordance with, the laws of British Columbia, without regard for the conflicts of laws principles thereof, and any action or controversy arising under this Promissory Note shall be brought in a court located in British Columbia.

In witness whereof, the Borrower has caused this Promissory Note to be executed on the date and year first above written.

BORROWER

By: _____
Name: Marcus Dahl
Title: President