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# DEFINITIVE INVESTMENT AGREEMENT

This definitive investment agreement (the "Agreement") is made and entered into as of **June 1, 2018** (the "Effective Date"), by, between, and among:

i. **Isodiol International, Inc.**, a British Columbia corporation ("Isodiol");

ii. **Farmtiva Inc.**, a California corporation ("Target"); and

iii. **Christopher Boucher**, a California resident ("Mr. Boucher");

iv. **Jennifer Hutchinson**, a California resident ("Ms. Hutchinson"):

v. **Scott Hutchinson**, a California resident ("Mr. Hutchinson", together with Mr. Boucher and Ms. Hutchinson, "Selling Shareholders").

Each of Isodiol, Target, and Selling Shareholders may be referred to herein as a "Party" and collectively as the "Parties".

## RECITALS

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

B. Target is a private company that is a cultivator of hemp with operations in California and provides farming and raw material and seed genetics distribution support for California farmers and other industry participants in the state.

C. Isodiol and Selling Shareholders intend to effect an exchange (the "Exchange") of Isodiol restricted common stock for fifty-one percent (51%) of Target's common stock owned by Selling Shareholders (the "Target Shares").

D. Isodiol intends to provide capital financing to Target in the amount of One Million Five Hundred Thousand U.S. Dollars (US$1,500,000) (the "Capital Investment").

E. Farmtiva has entered into a memorandum of understanding with the not-for-profit entity Imperial Valley Conservation Research Center ("IVCRC") that allows Farmtiva to operate an industrial hemp grow operation upon the grounds of IVCRC's former U.S. Department of Agriculture research facility (the "MOU").

F. Farmtiva LLC, a California limited liability company, was a predecessor in interest to Target, was owned by the Selling Shareholders on a pari passu basis with Target, has assigned all of its right, title, and interest in and to the MOU to Target, and has been dissolved.

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.

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2. **Loans**

The Parties acknowledge that Isodiol has advanced Three Hundred Thousand U.S. Dollars (US$300,000) on behalf of Target prior to the Effective Date, which shall be deemed repaid in full, satisfied, and netted against all funds due on the Initial Funding Date (as defined below) as follows: (i) Two Hundred Thousand U.S. Dollars (US$200,000) advanced directly to IVCRC; (ii) Fifty Thousand U.S. Dollars (US$50,000) advanced directly to IVCRC; and (iii) Fifty Thousand U.S. Dollars (US$50,000) advanced directly to Target (collectively, the "Advanced Funds").

3. **Capital Investment**

Isodiol will make a Capital Investment of **One Million Five Hundred Thousand U.S. Dollars (US$1,500,000)** of cash to be used as working capital (collectively, the "Capital Assets") on the following terms and conditions:

a. US$750,000, less the Advanced Funds, payable to Target on or about the Closing Date (the "Initial Funding Date");

b. US$750,000, payable to Target within thirty (30) days of the Initial Funding Date (the "Second Funding Date"); provided, however, that such payment will not be due, owing, or payable in the event Target's 'first planting' in California is not legally planted to commercial scale prior to or on the Second Funding Date. The term 'planting' shall have the meaning commonly attributed to it in the industry and include not less than sixty (60) acres of arable land planted to commercial optimization. Notwithstanding the foregoing, a planting variance of up to five (5) acres less than the sixty (60) acre planting target shall not be deemed a breach of this Section 3(b).

4. **Exchange**

a. Share Exchange. In accordance with Isodiol's standard form of Subscription Agreement, and in exchange for the Target Shares, Isodiol shall issue as of the Closing Date (as defined below) an amount of fully paid and nonassessable shares of voting Shares equal to **One Million Five Hundred Thousand U.S. Dollars (US$1,500,000)** (hereinafter called the "Isodiol Shares").

b. Stock Valuations. The Isodiol Shares will be valued at the closing price of said stock in Canadian currency on the Canadian Securities Exchange (i.e., the CSE) on the Effective 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 **six (6) equal installments** on **each six (6) month anniversary** of closing (i.e., within a total of **thirty-six (36) 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

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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.

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.

5. **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.c and 17 hereof have been satisfied or, to the extent permitted in Section 18.c) hereof, their satisfaction has been waived. Isodiol and Target will use their best efforts to obtain the approvals specified in Paragraph 7 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 **Friday, June 8, 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.

6. **Investigation by the Parties**

a. Opportunity to Investigate. Isodiol and Target 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. Target 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

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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.

7. **Agreement of Selling Shareholders**

Each Selling Shareholder hereby: (i) consents to the Exchange; (ii) represents and warrants that he 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.

8. **State Securities Laws**

Isodiol and Target 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 Target shareholders of the Isodiol Shares pursuant to this Agreement and the Subscription Agreement.

9. **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 Target 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 Target and Selling Shareholders. 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. Target shall conduct its business only in the usual and ordinary course without the creation of any additional indebtedness exceeding **Five Thousand U.S. Dollars US$5,000** for money borrowed maturing in more than one year (other than indebtedness to Isodiol), except as provided in the MOU or any successor agreement between Target and the IVCRC;

ii. No change shall be made in the authorized capitalization of Target, except as contemplated by this Agreement;

iii. No shares of common stock or any other capital stock of, or economic interests in, Target shall be authorized for issuance or issued and no agreement or commitment for the issuance hereof shall be entered into subsequent to the Effective Date without the prior written consent of Isodiol;

iv. No rights or elections shall be created or granted to purchase stock under any employee stock bonus, thrift or purchase plan or otherwise;

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v. No amendment shall be made to Target's Articles of Incorporation or Bylaws, except as contemplated by this Agreement;

vi. No modification shall be made in Target'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 Target, and no sale or purchase of assets shall be made except in the ordinary course of business;

viii. Target 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 Target and its suppliers, customers, regulatory agencies, and others having business relations with it;

ix. Target shall make no amendments or contributions to any profit sharing plan; and

x. The Board of Directors of Target will not declare any dividends on, or otherwise make any distribution in respect of, its outstanding shares of capital stock.

10. **Efforts to Obtain Approvals and Consents**

Isodiol, Target, and Selling Shareholders will use all commercially 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.

11. **Cooperation Between Parties**

Isodiol, Target, and Selling Shareholders 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.

12. **No Tax Ruling**

Irrespective of any desired tax treatment of the transactions contemplated by this Agreement, Isodiol and Target 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.

13. **Representations of Isodiol**

Isodiol represents, warrants and agrees that:

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a. Corporate Authority. Isodiol is a corporation duly organized, validly existing, and in good standing under the laws of the **State of California** 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 Target 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.c below.

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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.

14. **Representations of Target and Selling Shareholders**

Each of Target and Selling Shareholders represents, warrants, and agrees that:

a. Corporate Authority. Target is a corporation duly organized, validly existing, and in good standing under the laws of the **State of California**. Target 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. Target 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. Target 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 Target, any shares of its capital stock.

c. Current Financial Status. Target has provided full and complete financial disclosures to Isodiol, the financial statements and related information provided to Isodiol by Target (the "Financial Information") through and including the Closing Date are true and complete to the best knowledge of Target, and since the date of any such disclosures or Financial Information, there has been no material adverse change in the assets or liabilities or in the business or condition, financial or otherwise, of Target or its consolidated subsidiaries, and no change except in the ordinary course of business or as contemplated by this Agreement. All tax returns and reports of Target 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 Target 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 Target and its subsidiaries in

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respect of taxes are considered adequate and Target 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 Target and previously furnished to Isodiol, Target 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 Target and its subsidiaries).

e. Distributions and Dividends. Subsequent to the **Effective Date**, Target 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 capital stock, or agreed to take any such action, except as expressly provided for in this Agreement. Target 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 Target nor any of its subsidiaries is engaged in or a party to, or to the knowledge of Target threatened with, any material legal action or other proceeding before court or administrative agency except as set forth in a memorandum prepared by Target and previously furnished to Isodiol. Neither Target nor any of its subsidiaries, to the knowledge of Target, 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, since the **Effective Date**, 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 Target or its subsidiaries, except in the ordinary course of business, as previously approved by Isodiol, or as set forth in the MOU or any successor agreement between Target and IVCRC.

h. Authority for Ordinary Business. Target 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 Target 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 Target and previously furnished to Isodiol, as of the Effective Date neither Target 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

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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 U.S. Dollars (US5,000.00)**, other than as set forth in the MOU or any successor agreement between Target and IVCRC, (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 Target 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 Target 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 Target and persons, firms, or corporations other than Target relating in whole or in art 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 Target, agreements entered into by such employees prior to the time they became employees of Target, or (xii) material contract or commitment not made in the ordinary course of business.

j. Binding Obligation. Target 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 Target.

k. No Conflicts. The execution and carrying out of this Agreement and compliance with the terms and provisions hereof by Target will not conflict with or result in any beach 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 Target 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 Target 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 Target 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 Target 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.

m. Status of Brand Ownership. On best information and belief, Target created or authored the “Farmtiva” name, was the first person or legal entity to use the “Farmtiva” name in commerce, and is the sole rightful owner of, or claimant to, the “Farmtiva” trade name.

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15. **Further Assurances, Indemnities of Target and Selling Shareholders**

a. Further Assurances. Each of Target and Selling Shareholders: (i) represents and warrants that there are no claims, liabilities, liens, or encumbrances that exist in respect of Target's business and assets as of the Closing Date or as heretofore undisclosed between the **Effective Date** and the Closing Date that was not disclosed in the Financial Information; and (ii) agrees to each provision of Sections 2-4 of this Agreement.

b. Indemnities. Each of Target and Selling Shareholders agrees, jointly and severally, to indemnify Isodiol for all claims, liabilities, liens, and encumbrances that exist in respect of Target's business and assets that have not been heretofore disclosed as of the Closing Date.

c. Non-Compete. Each of Target and Selling Shareholders agrees that, for a term that is equivalent to the lock up in Section 4(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 Target or Isodiol, unless Target or Selling Shareholders has first obtained Isodiol's written consent.

16. **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 Target's Board of Directors and Selling Shareholders.

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

c. Subscription Agreements. Selling Shareholders will have properly executed and delivered to Isodiol the Subscription Agreement described in Section 4.a) hereof.

d. Closing Certificate. Target shall have delivered to Isodiol a certificate by Target's President or Secretary, which states:

i. All of the Target financial statements, dated as of a date **not more than thirty (30) days prior to the Closing Date**, present fairly the financial condition of Target, 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 Target has no material liabilities or commitments other than as listed or noted on the Target Financial Information, or as incurred in the ordinary course of business;

ii. The representations and warranties of Target 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

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iii. Each and of the respective agreements of Target 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 10 hereof shall have been obtained.

f. Forgiveness of Indebtedness. Selling Shareholders shall have forgiven any and all indebtedness owed to or by, and terminated each and every other material obligation or other agreement outstanding with, Target or any affiliate of Target or any Selling Shareholder. For purposes of this provision, the term "affiliate" means any person or entity that controls, is controlled by, or is under common control with Target or Selling Shareholder immediately prior to Closing.

17. **Conditions to the Obligations of Target and Selling Shareholders**

The obligations of Target and Selling Shareholders 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 Target a certificate by Isodiol's President or Secretary 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 10 hereof shall have been obtained.

18. **Termination and Modification Rights**

a. Termination. This Agreement shall terminate upon the earlier of: (i) expiration of the Closing Deadline; (ii) the Closing; or (iii) in accordance with Section 18(b).

b. Right to Terminate Prior to Closing. This Agreement, except Section 6(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

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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.

c. 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 Target, unless such amendment is approved by such shareholders in accordance with the respective state corporation law.

19. **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, 2, 3(b), 4(c), and 19-31.

20. **Expenses**

In the event this Agreement is terminated without consummation at the Closing, Isodiol and Target 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.

21. **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, independent contractors, and representatives compensation in connection with this Agreement, for its own account, in accordance with applicable law.

22. **Governing Law**

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

**23. 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,

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including, but not limited to, all necessary stock powers, medallion signature guarantees, and representation letters relating to the Isodiol Shares and Target Shares; the Target Shares; provided, however, that Isodiol shall have no obligation to cause any opinions of legal counsel to issue for any purpose on behalf of any Party or incur any cost concerning the same.

24. **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.
2710 - 200 Granville Street,
Vancouver, BC V6C 1S4
Attn: Marcos Agramont

If to Target or Selling Shareholders, to:

Farmtiva Inc.
1745 S. Coast Hwy., Unit G
Laguna Beach, CA 92651
Attn: Chris Boucher

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.:

25. **Binding Nature**

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

26. **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.

27. **Modification**

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

28. **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 the subject matter hereof.

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29. **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.

30. **Headings**

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

31. **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.

[Signature Page Follows]

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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: DocuSigned by: Marcos Agramont EA3B90180525497...

Marcos Agramont, President

FARMTIVA INC.

By: DocuSigned by: B698277E4B4B4AD...

Christopher Boucher, President

Reviewed, acknowledged, and agreed by the following Selling Shareholders:

CHRISTOPHER BOUCHER

By: DocuSigned by: B698277E4B4B4AD...

Christopher Boucher

JENNIFER HUTCHINSON

By: DocuSigned by: Jennifer Hutchinson E20FC4245FEC422...

Jennifer Hutchinson

SCOTT HUTCHINSON

By: DocuSigned by: Scott Hutchinson D8E05E95218946D...

Scott Hutchinson