

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

**FORM 8-K
CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **February 2, 2021**

One World Pharma, Inc.

(Exact name of registrant as specified in charter)

Nevada (State or other Jurisdiction of Incorporation)	333-200529 (Commission File Number)	61-1744826 (IRS Employer Identification No.)
3471 West Oquendo Road, Suite 301 Las Vegas, NV (Address of principal executive offices)		89118 (zip code)

Registrant's telephone number, including area code: **(800) 605-3201**

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

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

Item 3.02. Unregistered Sales of Equity Securities.

On February 7, 2021, One World Pharma, Inc. (the "Company") and ISIAH International, LLC ("ISIAH International"), entered into a Securities Purchase Agreement (the "Purchase Agreement") under which ISIAH International agreed to purchase from the Company, on the dates provided for in the Purchase Agreement, an aggregate of 200,000 shares of the Company's newly designated Series B Preferred Stock ("Series B Preferred Stock"), convertible into an aggregate of 20,000,000 shares of the Company's common stock, par value \$0.001 per share ("Common Stock"), for a purchase price of \$15.00 per share of Preferred Stock, and an aggregate purchase price of \$3 million. Isiah Thomas, the Company's Chief Executive Officer, is the sole member and Chief Executive Officer of ISIAH International.

Concurrently with the execution of the Purchase Agreement, ISIAH International purchased 16,666 shares of Series B Preferred Stock from the Company for an aggregate purchase price of \$249,990. Pursuant to the Purchase Agreement, ISIAH International has agreed to purchase shares of Series B Preferred Stock from the Company according to the following schedule:

Date	Shares	Purchase Price
Initial Closing Date	16,666	\$ 249,990
February 22, 2021	16,667	\$ 250,005
March 8, 2021	16,667	\$ 250,005
March 22, 2021	16,667	\$ 250,005
April 5, 2021	16,666	\$ 249,990
April 19, 2021	16,667	\$ 250,005
May 17, 2021	33,334	\$ 500,010
June 14, 2021	33,333	\$ 499,995
July 12, 2021	33,333	\$ 499,995
Total	200,000	\$ 3,000,000

The transaction was effected pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended and Rule 506 of regulation (b) promulgated thereunder.

Each share of Series B Preferred Stock has a Stated Value of \$15.00 and is convertible into Common Stock at a conversion price equal to \$0.15. The conversion price of the Series B Preferred Stock is subject to equitable adjustment in the event of a stock split, stock dividend or similar event with respect to the Common Stock.

The information set forth above is qualified in its entirety by reference to the actual terms of the Certificate of Designation of the Series B Preferred Stock and the Purchase Agreement, which have been filed as Exhibits 3.1 and 10.1, respectively, to this Current Report on Form 8-K, and which are incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders.

Upon a liquidation or dissolution of the Company, holders of the Series B Preferred Stock will be entitled to be paid, in preference to the holders of Common Stock, \$15 per share of Series B Preferred Stock.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On February 2, 2021, the Company filed the Certificate of Designation of the Series B Preferred Stock of the Company with the Nevada Secretary of State establishing the terms of the Series B Preferred Stock. The Certificate of Designation has been filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) **Exhibits.**

Exhibit 3.1 [Certificate of Designation of the Series B Preferred Stock of One World Pharma, Inc., filed February 2, 2021](#)

Exhibit 10.1 [Securities Purchase Agreement, dated as of February 7, 2021, between One World Pharma, Inc. and ISIAH International, LLC](#)

SIGNATURES

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

One World Pharma, Inc.

Date: February 8, 2021

By: /s/ Bruce Raben

Name: Bruce Raben

Title: Interim Chief Financial Officer



BARBARA K. CEGAUSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
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 Website: www.nvsos.gov

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Certificate, Amendment or Withdrawal of Designation

NRS 78.1955, 78.1955(6)

- Certificate of Designation
 Certificate of Amendment to Designation - Before Issuance of Class or Series
 Certificate of Amendment to Designation - After Issuance of Class or Series
 Certificate of Withdrawal of Certificate of Designation

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information:	Name of entity: <input type="text" value="One World Pharma, Inc."/> Entity or Nevada Business Identification Number (NVID): <input type="text" value="NV20141558796"/>
2. Effective date and time:	For Certificate of Designation or Amendment to Designation Only (Optional): Date: <input type="text"/> Time: <input type="text"/> <small>(must not be later than 90 days after the certificate is filed)</small>
3. Class or series of stock: (Certificate of Designation only)	The class or series of stock being designated within this filing: <input type="text" value="Series B Preferred Stock"/>
4. Information for amendment of class or series of stock:	The original class or series of stock being amended within this filing: <input type="text"/>
5. Amendment of class or series of stock:	<input type="checkbox"/> Certificate of Amendment to Designation- Before Issuance of Class or Series As of the date of this certificate no shares of the class or series of stock have been issued.
	<input type="checkbox"/> Certificate of Amendment to Designation- After Issuance of Class or Series The amendment has been approved by the vote of stockholders holding shares in the corporation entitling them to exercise a majority of the voting power, or such greater proportion of the voting power as may be required by the articles of incorporation or the certificate of designation.
6. Resolution: Certificate of Designation and Amendment to Designation only)	By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes OR amends the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.* <input type="text" value="Of the 10,000,000 shares of preferred stock, \$0.001 par value per share, 300,000 shares are designated as Series B Preferred Stock."/> *
7. Withdrawal:	Designation being Withdrawn: <input type="text"/> Date of Designation: <input type="text"/> No shares of the class or series of stock being withdrawn are outstanding. The resolution of the board of directors authorizing the withdrawal of the certificate of designation establishing the class or series of stock: * <input type="text"/>
8. Signature: (Required)	<input checked="" type="checkbox"/> Signature of Officer Date: <input type="text" value="2/2/21"/>

* Attach additional page(s) if necessary
 This form must be accompanied by appropriate fees.

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 Revised: 1/1/2019

**CERTIFICATE OF DESIGNATION OF THE
 SERIES B PREFERRED STOCK
 OF
 ONE WORLD PHARMA, INC.**

Pursuant to Section 78.1995 of the
 Nevada Revised Statutes

RESOLVED, that pursuant to the authority expressly vested in the Board of Directors of the Corporation by the Articles of Incorporation, as amended (the "Articles of Incorporation"), and in accordance with the provisions of Section 78.1955 of the Nevada Revised Statutes, the Board of Directors hereby fixes the powers, designation, preferences and relative, participating, optional and other special rights, and the qualifications, limitations and restrictions, of the Series B Preferred Stock; and

RESOLVED FURTHER, that the Corporation is authorized to issue Series B Preferred Stock on the following terms and with the provisions herein set forth:

1. Designation and Number of Shares. Of the 10,000,000 shares of preferred stock, \$0.001 par value per share ("**Preferred Stock**"), authorized pursuant to Article 3 of the Articles of Incorporation, Three Hundred Thousand (300,000) shares are hereby designated as Series B Preferred Stock, par value \$0.001 per share (the "**Series B Preferred Stock**") having a stated value of Fifteen Dollars (\$15.00) per share (the "**Stated Value**").

2. Rank. The Series B Preferred Stock shall rank: (i) junior to the Series A Preferred Stock of the Corporation and any other class or series of capital stock of the Corporation hereafter created specifically ranking by its terms senior to the Series B Preferred Stock (the “*Senior Securities*”); (ii) prior to all of the Corporation’s common stock, par value \$0.001 per share (the “*Common Stock*”); (iii) prior to any other series of preferred stock or any class or series of capital stock of the Corporation hereafter created not specifically ranking by its terms senior to or on parity with the Series B Preferred Stock (collectively, with the Common Stock, “*Junior Securities*”); and (iv) on parity with any class or series of capital stock of the Corporation hereafter created specifically ranking by its terms on parity with the Series B Preferred Stock (the “*Parity Securities*”), in each case as to the distribution of assets upon liquidation, dissolution or winding up of the Corporation.

3. Liquidation Preference.

(a) Upon any liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary (each, a “*Liquidation*”), each holder of Series B Preferred Stock shall be entitled to receive, before and in preference to any distribution or payment of assets of the Corporation or the proceeds thereof may be made or set apart for the holders of Junior Securities, an amount in cash equal to the Stated Value per share (subject to adjustment in the event of stock splits, combinations or similar events) plus an amount equal to any accrued and unpaid dividends, if any. If, upon such Liquidation, the assets of the Corporation available for distribution to the holders of Series B Preferred Stock and any Parity Securities shall be insufficient to permit payment in full to the holders of the Series B Preferred Stock and Parity Securities, then the entire assets and funds of the Corporation legally available for distribution to such holders and the holders of the Parity Securities then outstanding shall be distributed ratably among the holders of the Series B Preferred Stock and Parity Securities based upon the proportion the total amount distributable on each share upon Liquidation bears to the aggregate amount required to be distributed, but for the provisions of this sentence, on all shares of the Series B Preferred Stock and of such Parity Securities, if any.

(b) Upon the completion of the distributions required by Section 3(a), the remaining assets of the Company legally available for distribution, if any, shall be distributed to the holders of the Junior Securities.

(c) Notwithstanding the foregoing, upon any Liquidation, each holder of Series B Preferred Stock shall be entitled to receive, for each share of Series B Preferred Stock then held, out of the proceeds available for distribution, the greater of (i) the amount of cash, securities or other property to which such holder would be entitled to receive with respect to such shares in a Liquidation pursuant to Section 3(a) (without giving effect to this Section 3(c)) or (ii) the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation with respect to such shares if such shares had been converted to Common Stock immediately prior to such Liquidation.

(d) For purposes of this Section 3, (i) a merger or consolidation, (ii) a sale of all or substantially all of the assets of the Corporation or (iii) an acquisition of fifty (50%) percent or more of the voting power or equity interests of the Corporation by a single person or “group” (as determined in accordance with Section 13(d) of the Securities and Exchange Act of 1934, as amended) shall be considered a Liquidation, provided that a transaction described in subclause (i) above shall not be considered a Liquidation if the holders of the Series B Preferred Stock receive securities of the surviving corporation having substantially similar rights as the Series B Preferred Stock and the stockholders of the Corporation immediately prior to such transaction are holders of at least a majority of the voting securities of the surviving Corporation immediately thereafter. The provisions of this Section 3(d) may be waived in writing by the holders of a majority of the then outstanding shares of Series B Preferred Stock.

4. Dividends. The Series B Preferred Stock will not be entitled to dividends unless the Corporation pays cash dividends or dividends in other property to holders of outstanding shares of Common Stock, in which event, each outstanding share of the Series B Preferred Stock will be entitled to receive dividends of cash or property in an amount or value equal to the number of Conversion Shares into which such shares of Series B Preferred Stock is then convertible into, multiplied by the amount paid in respect of one share of Common Stock. Any dividend payable to the Series B Preferred Stock will have the same record and payment date and terms as the dividend is payable on the Common Stock.

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5. Conversion Rights. Shares of the Series B Preferred Stock shall convert into Common Stock as follows:

(a) Conversion at the Option of the Holder. Subject to and upon compliance with the provisions of this Section 5, the holder of any shares of Series B Preferred Stock shall have the right at such holder’s option, at any time or from time to time, to convert any of such shares of Series B Preferred Stock into the number of fully paid and nonassessable shares of Common Stock (the “*Conversion Shares*”) as is determined pursuant to Section 5(b) below.

(b) Conversion Amount. Each share of the Series B Preferred Stock shall be convertible into that number of fully paid and non-assessable Conversion Shares equal to the Stated Value divided by the conversion price in effect at the time of conversion (the “*Conversion Price*”), determined as hereinafter provided. The Conversion Price shall initially be \$0.15 per share. The Conversion Price shall be subject to adjustment as set forth in Section 7 hereof.

(c) Mechanics of Conversion. Before any holder of Series B Preferred Stock shall be entitled to convert the same into shares of Common Stock pursuant to Section 5(a), such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series B Preferred Stock, and shall give written notice (“*Conversion Notice*”) to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series B Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been effected immediately prior to the close of business on the date of such surrender of the shares of Series B Preferred Stock to be converted, and the person or persons entitled to receive shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. All Common Stock which may be issued upon conversion of the Series B Preferred Stock will, upon issuance, be duly issued, fully paid and non-assessable and free from all taxes, liens, and charges with respect to the issuance thereof.

(d) Authorized Shares. At all times that any shares of Series B Preferred Stock are outstanding, the Corporation shall have authorized and shall have reserved for the purpose of issuance upon conversion into Common Stock of all shares of Series B Preferred Stock, a sufficient number of shares of Common Stock to provide for the conversion of all outstanding shares of Series B Preferred Stock at the then effective Conversion Price. Without limiting the generality of the foregoing, if, at any time, the Conversion Price is decreased, the number of shares of Common Stock authorized and reserved for issuance upon the conversion of the Series B Preferred Stock shall be proportionately increased.

6. Priority. The Corporation may create, authorize and issue, in the future, without the consent of holders of the Series B Preferred Stock, other series of preferred stock which rank junior to the Series B Preferred Stock as to dividend and/or liquidation rights. The Corporation shall not create, authorize or issue any series of preferred stock which is senior to or pari passu to the Series B Preferred Stock as to dividend and/or liquidation rights without the consent of the holders of a majority of the then outstanding shares of Series B Preferred Stock.

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7. Anti-Dilution Provisions. The Conversion Price in effect at any time and the number and kind of securities issuable upon the conversion of the Series B Preferred Stock shall be subject to adjustment from time to time upon the happening of certain events as follows:

(a) In case the Corporation shall hereafter (i) declare a dividend or make a distribution on its outstanding shares of Common Stock in shares of Common Stock, (ii) subdivide or reclassify its outstanding shares of Common Stock into a greater number of shares, or (iii) combine or reclassify its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect at the time of the record date for such dividend or distribution or of the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Conversion Price by a fraction, the denominator of which shall be the number of shares of Common Stock outstanding after giving effect to such action, and the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such action. Such adjustment shall be made successively whenever any event listed above shall occur.

(b) In case of any reorganization, reclassification or change of the Common Stock (including any such reorganization, reclassification or change in connection with a consolidation or merger in which the Corporation is the continuing entity), or any consolidation of the Corporation with, or merger of the Corporation with or into, any other entity (other than a consolidation or merger in which the Corporation is the continuing entity), or of any sale of the properties and assets of the Corporation as, or substantially as, an entirety to any other person or entity, each share of Series B Preferred Stock then outstanding shall thereafter be convertible into the kind and amount of stock or other securities or property receivable upon such reorganization, reclassification, change, consolidation, merger or sale by a holder of the number of shares of Common Stock into which such shares of Series B Preferred Stock would have been converted prior to such transaction.

8. Redemption. The Series B Preferred Stock does not have any redemption rights.

9. Voting Rights.

(a) In addition to any other rights provided for herein or by law, the holders of Series B Preferred Stock shall be entitled to vote, together with the holders of Common Stock as one class, on all matters as to which holders of Common Stock shall be entitled to vote, in the same manner and with the same effect (subject to the provisions of the next sentence) as such Common Stock holders. In any such vote each share of Series B Preferred Stock shall entitle the holder thereof to a number of votes equal to the number of whole shares of Common Stock into which a share of Series B Preferred Stock is then convertible, calculated to the nearest whole share.

(b) In the event the holders of the Series B Preferred Stock are required to vote as a class, the affirmative vote of holders of a majority of the then outstanding shares of Series B Preferred Stock shall be required to approve each such matter to be voted upon and if any matter is approved by such requisite percentage of holders of Series B Preferred Stock, such approval shall bind all holders of Series B Preferred Stock.

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(c) The terms of the Series B Preferred Stock may be amended, modified or waived only with the consent of the holders of a majority of the then outstanding Series B Preferred Stock, voting as one class, either expressed in writing or at a meeting called for that purpose.

10. No Impairment. The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this section and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of Series B Preferred Stock against impairment.

11. No Fractional Shares. No fractional shares shall be issued upon the conversion of any share or shares of the Series B Preferred Stock, and the number of shares of Common Stock to be issued shall be rounded to the nearest whole share. The number of shares issuable upon conversion shall be determined on the basis of the total number of shares of Series B Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion.

12. Notices. The holders of the Series B Preferred Stock shall be entitled to receive all communications sent by the Corporation to the holders of the Common Stock. Any notice required by the provisions of this Certificate of Designation to be given to the holders of shares of Series B Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of the Corporation.

13. Return of Status as Authorized Shares. Upon a Conversion or any other repurchase, redemption or extinguishment of all of the Series B Preferred Stock, the shares converted, repurchased, redeemed or extinguished will be automatically returned to the status of authorized and unissued shares of Preferred Stock, available for future designation and issuance pursuant to the terms of the Articles of Incorporation.

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SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this “*Agreement*”), between One World Pharma, Inc., a Nevada corporation (the “*Company*”), and ISIAH International, LLC (the “*Investor*”), is made and entered into as of February 7, 2021.

RECITALS

A. Subject to the terms and conditions set forth in this Agreement and pursuant to Section 4(2) of the Securities Act (as defined below), and Rule 506 promulgated thereunder, the Company will issue and sell to the Investor, and the Investor will purchase from the Company, on the dates provided for in this Agreement, an aggregate of two hundred thousand (200,000) shares (the “*Shares*”) of the Company’s Series B Preferred Stock (“*Preferred Stock*”) initially convertible into an aggregate of twenty million (20,000,000) shares of the Company’s common stock, par value \$0.001 per share (“*Common Stock*”), for a purchase price equal to \$15.00 per share of Preferred Stock (the “*Per Share Purchase Price*”), including 16,666 shares of Preferred Stock to be purchased on the date hereof for an aggregate purchase price of \$249,990.00.

B. The shares of Preferred Stock have the rights, preferences, privileges and restrictions set forth in the Certificate of Designation of the Series B Preferred Stock (the “*Certificate of Designation*”) in the form attached hereto as Exhibit A.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purchase and Sale of Preferred Shares.** Subject to the terms and conditions of this Agreement, the Investor hereby subscribes for and agrees to purchase and acquire from the Company, and the Company hereby agrees to sell and issue to the Investor, on the dates provided for in Section 2 below, the Shares, in the manner set forth in Section 2 hereof, at a price per share equal to the Per Share Purchase Price.

2. **Initial Closing.** The initial closing of the sale of the Shares to the Investor (the “*Initial Closing*”) shall take place concurrently with the execution of this Agreement. Contemporaneously with the execution and delivery of this Agreement, the Investor shall deliver to the Company the Per Share Purchase Price for 16,666 Shares, in the aggregate amount of \$249,990.00, by wire transfer of immediately available funds (net of wire transfer fees) per the following instructions to the Company’s account (the “*Company Account*”):

Name of Bank: First Foundation Bank
 City and State: Irvine, California
 ABA Number: 122287581
 Beneficiary Name: OWP Ventures, Inc.
 Beneficiary Account Number:

Promptly after the Initial Closing, the Company will deliver to the Investor, if requested, a certificate representing the Shares purchased by the Investor at the Initial Closings.

3. **Additional Closings.** Subject to the satisfaction of the conditions set forth in Section 6 below, the Investor will purchase and acquire from the Company, and the Company will sell and issue to the Investor, an additional 183,333 Shares at the Per Share Purchase Price, on the dates and in the amounts set forth on Schedule 1 to this Agreement. At each closing of the sale of such Shares (together with the Initial Closing, as applicable, each a “*Closing*”), the Investor shall wire the to the Company Account the Per Share Purchase Price multiplied by the number of Shares to be purchased at such Closing, as set forth on Schedule 1. Promptly after each Closing, if requested by Investor, the Company will deliver to the Investor a certificate representing the Shares purchased by the Investor at such Closing.

4. **Representations and Warranties of the Company.** In order to induce the Investor to enter into this Agreement and consummate the transactions contemplated hereby, the Company represents and warrants to the Investor as follows:

4.1 **Incorporation.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and is qualified to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification, except where the failure to so qualify would not have a material adverse effect on the business, condition (financial or otherwise) or prospects of the Company (a “*Material Adverse Effect*”). The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and to carry on its business as now conducted.

4.2 **Authorization.** The Shares being purchased by the Investor hereunder, will, upon issuance pursuant to the terms hereof, be duly authorized and validly issued, fully paid and nonassessable. No preemptive rights or other rights to subscribe for or purchase the Company’s capital stock exist with respect to the issuance and sale of the Shares by the Company pursuant to this Agreement that have not been satisfied. All corporate action on the part of the Company, its directors and its stockholders necessary for the authorization, execution, delivery and performance of this Agreement by the Company and the performance of the Company’s obligations hereunder, including the issuance and delivery of the Shares, and the reservation of the shares of Common Stock issuable upon exercise and conversion of the Shares (the “*Conversion Shares*”) has been taken or will be taken prior to the issuance of the Conversion Shares. This Agreement, when executed and delivered by the Company, shall constitute valid and binding obligations of the Company enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, the relief of debtors and, with respect to rights to indemnity, subject to federal and state securities laws. The Conversion Shares, when issued in compliance with the provisions of the Certificate of Designation, will be validly issued, fully paid and nonassessable and free of any liens or encumbrances and issued in compliance with all applicable federal and securities laws.

4.3 **Enforceability.** The execution, delivery, and performance of this Agreement by the Company have been duly authorized by all requisite corporate action. This Agreement, upon its execution by the Investor and the Company, shall constitute the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms, except to the extent that its enforceability is limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting the enforcement of creditors’ rights generally and by general principles of equity.

4.4 **No Violations.** The execution, delivery, and performance of this Agreement by the Company do not and will not violate or conflict with any provision of the articles of incorporation as amended and in effect on the date hereof (the “*Articles of Incorporation*”) and bylaws as amended and in effect on the date hereof (the “*Bylaws*”) of the Company, and do not and will not, with or without the passage of time or the giving of notice, result in the breach of, or constitute a default, cause the acceleration of performance, or require any consent under (except such consents as have been obtained as of the date hereof), or result in the creation of any lien, charge or encumbrance upon any property or assets of the Company pursuant to, any material instrument or agreement to which the Company is a party or by which the Company or its properties are bound, except such consents as have been obtained as of the date hereof. The Company is not otherwise in violation of its Articles of Incorporation, Bylaws or other organizational documents, nor is the Company, to its knowledge, in violation of any law, administrative regulation, ordinance or order of any court or governmental agency, arbitration panel

or authority applicable to the Company, which violation, individually or in the aggregate, would be reasonably expected to have a Material Adverse Effect.

4.5 **SEC Documents.** The Company has made available to Investor true and complete copies of all reports or registration statements the Company has filed with the Securities and Exchange Commission (“SEC”) under the Securities Act of 1933 (“Securities Act”) and the Securities Exchange Act of 1934 (the “Exchange Act”), for all periods ending on or subsequent to December 31, 2019, all in the form so filed (collectively the “SEC Documents”). To the Company’s knowledge, the Company has filed all documents that the Company was required to file under the Exchange Act subsequent to December 31, 2019. To the Company’s knowledge, as of their respective filing dates, the SEC Documents complied as to form in all material respects with the requirements of the Securities Act or the Exchange Act, as applicable, and none of the SEC Documents filed under the Exchange Act contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading, except to the extent corrected by a subsequently filed document with the SEC. To the Company’s knowledge, none of the SEC Documents filed under the Securities Act contained an untrue statement of material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading at the time such SEC Documents became effective under the Securities Act.

4.6 **Financial Statements.** To the Company’s knowledge, the Company’s financial statements, including the notes thereto, included in the SEC Documents (the “Financial Statements”) comply as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with United States generally accepted accounting principles (“GAAP”) consistently applied (except as may be indicated in the notes thereto) and present fairly the Company’s consolidated financial position at the dates thereof and of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal audit adjustments).

Except as expressly set forth in this Section 3, the Company makes no representation or warranty, express or implied, in respect of any of the Company’s assets, liabilities or operations, or otherwise, and any such other representations or warranties, including, without limitation, any representations, warranties or disclosures made in any presentation or marketing materials made available by the Company, if any, are hereby expressly disclaimed.

5. **Representations and Warranties of the Investor.** In order to induce the Company to enter into this Agreement and consummate the transactions contemplated hereby, the Investor represents and warrants to the Company as follows:

5.1 **Authority.** The Investor is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization. The Investor has all requisite right, power, and authority to execute, deliver, and perform this Agreement.

5.2 **Enforceability.** The execution, delivery, and performance by the Investor of this Agreement have been duly authorized by all requisite action. This Agreement has been duly executed and delivered by the Investor, and, upon its execution by the Company, shall constitute the legal, valid, and binding obligation of the Investor, enforceable in accordance with its terms, except to the extent that its enforceability is limited by bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or affecting the enforcement of creditors’ rights generally and by general principles of equity.

5.3 **No Violations.** The execution, delivery, and performance by the Investor of this Agreement do not and will not, with or without the passage of time or the giving of notice, result in the breach of, or constitute a default, cause the acceleration of performance, or require any consent under, or result in the creation of any lien, charge or encumbrance upon any property or assets of the Investor pursuant to, any material instrument or agreement to which the Investor is a party or by which the Investor or its properties may be bound or affected, and, do not or will not violate or conflict with any provision of the articles of incorporation or bylaws, partnership agreement, operating agreement, trust agreement, or similar organizational or governing document of the Investor, as applicable.

5.4 **Knowledge of Investment and its Risks.** The Investor has sufficient knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of Investor’s investment in the Shares and the Conversion Shares (collectively, the “Securities”). The Investor understands that an investment in the Company represents a high degree of risk and there is no assurance that the Company’s business or operations will be successful. The Investor has considered carefully the risks attendant to an investment in the Company, and that, as a consequence of such risks, the Investor could lose the Investor’s entire investment in the Company. Other than as expressly set forth in Section 4, the Investor is not relying on any representation, warranty or disclosure of the Company, express or implied, in respect of any of the Company’s assets, liabilities or operations, or otherwise, including, without limitation, any representation, warranty or disclosure made in any presentation or marketing materials made available by the Company, if any.

5.5 **No Public Market.** The Investor understands and acknowledges that no public market exists for the Preferred Shares.

5.6 **Investment Intent.** The Securities are being acquired for investment for the Investor’s own account, and not as a nominee or agent and not with a view to the resale or distribution of all or any part of the Securities, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing any of the Securities within the meaning of and in violation of the Securities Act. Further, the Investor does not have any contracts, understandings, agreements, or arrangements, directly or indirectly, with any person and/or entity to distribute, sell, transfer, or grant participations to such person and/or entity with respect to, any of the Securities. The Investor is not purchasing the Shares a result of any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

5.7 **Investor Status.** The Investor is an “accredited investor” as that term is defined by Rule 501 of Regulation D promulgated under the Securities Act.

5.8 **No Registration.** The Investor understands that the Investor may be required to bear the economic risk of the Investor’s investment in the Company for an indefinite period of time. The Investor further understands that (i) neither the offering nor the sale of the Securities has been registered under the Securities Act or any applicable state securities laws (“State Acts”) in reliance upon exemptions from the registration requirements of such laws, (ii) the Securities must be held indefinitely unless the sale or transfer thereof is subsequently registered under the Securities Act and any applicable State Acts, or an exemption from such registration requirements is available, (iii) the Company is under no obligation to register any of the Securities on the Investor’s behalf or to assist the Investor in complying with any exemption from registration, and (iv) the Company will rely upon the representations and warranties made by the Investor in this Agreement in order to establish such exemptions from the registration requirements of the Securities Act and any applicable State Acts.

5.9 **Transfer Restrictions.** The Investor will not transfer any of the Securities unless such transfer is registered or exempt from registration under the Securities Act and applicable State Acts, and, if requested by the Company in the case of an exempt transaction, the Investor has furnished an opinion of counsel reasonably satisfactory to the Company that such transfer is so exempt. The Investor understands and agrees that (i) the Company shall have no obligation to honor transfers of any of the Securities in violation of such transfer restrictions, (ii) the Company shall be entitled to instruct any transfer agent or agents for the securities of the Company to refuse to honor such transfers and (iii) the certificate and other documents evidencing the Securities will bear a legend substantially as follows:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES

UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

6. Conditions Precedent.

6.1 Conditions to the Obligation of the Investor to Consummate each Closing. The obligation of the Investor to consummate to purchase and pay for the Shares at each Closing pursuant to this Agreement is subject to the satisfaction of the following conditions precedent:

(a) The representations and warranties of the Company contained herein shall be true and correct in all material respects on and as of the date of such Closing.

(b) The sole signatories on the Company Account shall be Isiah Thomas and Vahe Gabriel.

6.2 Conditions to the Obligation of the Company to Consummate each Closing. The obligation of the Company to consummate the applicable transactions at each Closing and to issue and sell to the Investor the Shares to be purchased by it at such Closing is subject to the satisfaction of the following conditions precedent:

(a) The representations and warranties of the Investor contained herein shall be true and correct in all material respects on and as of the date of such Closing.

7. **Further Assurances.** The parties hereto will, upon reasonable request, execute and deliver all such further assignments, endorsements and other documents as may be necessary in order to perfect the purchase by the Investor of the Units.

8. **Entire Agreement; No Oral Modification.** This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto and may not be amended or modified except in a writing signed by both of the parties hereto.

9. **Binding Effect; Benefits.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns; *however*, nothing in this Agreement, expressed or implied, is intended to confer on any other person other than the parties hereto, or their respective heirs, successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10. **Counterparts.** This Agreement may be executed in any number of counterparts (including via facsimile or digital image format), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

11. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States of America and the State of Nevada (without giving effect to conflicts of laws principles), both substantive and remedial.

12. **Prevailing Parties.** In any action or proceeding brought to enforce any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the prevailing party shall be entitled to receive and the nonprevailing party shall pay upon demand reasonable attorneys' fees in addition to any other remedy.

13. **Notices.** All communication hereunder shall be in writing and, if sent to the Investor shall be mailed, delivered, telegraphed or sent by facsimile or electronic mail, and confirmed to the Investor at the address set forth on the signature page of this Agreement, or if sent to the Company, shall be mailed, delivered, telegraphed or sent by facsimile or electronic mail and confirmed to the Company at 3471 W. Oquendo Road, Suite 301, Las Vegas, NV 89118, Attention: Kenneth Perego, II.

14. **Headings.** The section headings herein are included for convenience only and are not to be deemed a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

COMPANY:

ONE WORLD PHARMA, INC.

By: /s/ Kenneth Perego, II

Name: Kenneth Perego, II

Title: Executive Chairman

INVESTOR:

ISIAH INTERNATIONAL, LLC

By: /s/ Isiah L. Thomas III

Name: Isiah L. Thomas III

Title: Chief Executive Officer

Exhibit A
Certificate of Designation of the Series B Preferred Stock

(Attached)

Date	Shares	Purchase Price
Initial Closing Date	16,666	\$ 249,990
February 22, 2021	16,667	\$ 250,005
March 8, 2021	16,667	\$ 250,005
March 22, 2021	16,667	\$ 250,005
April 5, 2021	16,666	\$ 249,990
April 19, 2021	16,667	\$ 250,005
May 17, 2021	33,334	\$ 500,010
June 14, 2021	33,333	\$ 499,995
July 12, 2021	33,333	\$ 499,995
Total	200,000	\$ 3,000,000
