

CASTLECAP CAPITAL INC.

- and -

**2217317 ALBERTA LTD, 2435621 ALBERTA LTD., CCI FINCO LIMITED and CCI
ACQCO PTY LIMITED**

- and -

ATH (AUSTRALIA) PTY LTD

- and -

**THE SHAREHOLDERS OF ATH (AUSTRALIA) PTY LTD SET FORTH IN
SCHEDULE “A” ATTACHED HERETO**

BUSINESS COMBINATION AGREEMENT

August 26, 2022

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BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT is made effective the 26th day of August, 2022.

AMONG:

CASTLECAP CAPITAL INC., a corporation existing under the laws of Alberta
(hereinafter referred to as the “**Purchaser**”)

- and -

2217317 ALBERTA LTD., a corporation existing under the laws of Alberta
(hereinafter referred to as “**Alberta Finco**”)

- and -

2435621 ALBERTA LTD., a corporation existing under the laws of Alberta
(hereinafter referred to as “**Alberta Subco**”)

- and -

ATH (AUSTRALIA) PTY LTD., a corporation existing under the laws of Australia
(hereinafter referred to as “**ATH**”)

- and -

CCI FINCO LIMITED, a corporation existing under the laws of Australia
(hereinafter referred to as “**Australia Finco**”)

- and -

CCI ACQCO LIMITED, a corporation existing under the laws of Australia
(hereinafter referred to as “**Australia Subco**”)

-and-

The shareholders of ATH listed in the attached Schedule “A” (hereinafter collectively referred to as the “**ATH Shareholders**”, and individually as an “**ATH Shareholder**”, and together with the Purchaser, Alberta Subco, Alberta Finco, Australia Subco, Australia Finco and ATH, the “**Parties**” and each a “**Party**”)

WHEREAS:

- A. the Purchaser is a reporting issuer in Canada and is listed on the TSXV;

- B. the Purchaser wishes to acquire the business of ATH pursuant to the Qualifying Transaction whereby upon the completion of the Qualifying Transaction in the manner described herein, the Purchaser will acquire, via Australia Subco, all of the issued and outstanding ordinary shares of ATH from the ATH Shareholders in exchange for Resulting Issuer Shares (the “**ATH Share Exchange**”);
- C. in connection with the Qualifying Transaction and the Australian Financing, the Parties wish to carry out a share exchange pursuant to which the Australia Finco Shares held by all holders of Australia Finco Shares that participate in the Australian Financing will be contributed to Purchaser in exchange for Resulting Issuer Shares (the “**Australia Finco Share Exchange**”);
- D. in connection with the Qualifying Transaction and the Canadian Financing, the Parties wish to carry out a “three-cornered amalgamation” among the Purchaser, Alberta Subco and Alberta Finco to provide for the issuance of Resulting Issuer Shares to participants in the Canadian Financing (the “**Amalgamation**”); and
- E. the Parties wish to make certain representations, warranties, covenants and agreements in connection with the Qualifying Transaction.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements herein contained, the Parties hereto covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms shall have the following meanings:

- (a) “**ABCA**” means the *Business Corporations Act* (Alberta);
- (b) “**Agreement**” means this Business Combination Agreement as the same may be supplemented or amended from time to time;
- (c) “**Alberta Finco**” means 2217317 Alberta Ltd., a corporation incorporated in Alberta for the purpose of completing the Canadian Financing;
- (d) “**Alberta Finco Shares**” means the common shares in the capital of Alberta Finco;
- (e) “**Alberta Subco**” means 2435621 Alberta Ltd., an Alberta corporation that is a wholly-owned subsidiary of the Purchaser;
- (f) “**Alberta Subco Shares**” means the common shares in the capital of Alberta Subco;
- (g) “**Alternative Transaction**” means any of the following (other than the transactions contemplated by this Agreement): (a) any merger, amalgamation, arrangement, share exchange, take-over bid, tender offer, recapitalization, consolidation or other business combination directly or indirectly involving ATH or the Purchaser, or any analogous transaction whereby ATH becomes directly or indirectly publicly listed; (b) any acquisition of all or substantially all of the assets of ATH or the Purchaser (or any lease, long-term

supply agreement, exchange, mortgage, pledge or other arrangement having a similar economic effect); (c) any acquisition of beneficial ownership of 35% or more of ATH's ordinary shares or the Purchaser's common shares in a single transaction or a series of related transactions; (d) any acquisition by ATH or the Purchaser of any assets or capital stock of another person (other than acquisitions of capital stock or assets of any other person in the ordinary course of business and/or that are not, individually or in the aggregate, material to ATH or the Purchaser, as applicable); or (e) any bona fide proposal to, or public announcement of an intention to, do any of the foregoing on or before the Termination Date;

- (h) **"Amalco"** means the amalgamated corporation continuing from the Amalgamation;
- (i) **"Amalgamation"** means the amalgamation of Alberta Finco and Alberta Subco under the provisions of the ABCA on the terms set forth in the Amalgamation Agreement;
- (j) **"Amalgamation Agreement"** means the amalgamation agreement among the Purchaser, Alberta Finco and Alberta Subco providing for the Amalgamation in the form attached as Schedule "C";
- (k) **"ATH"** means ATH (Australia) Pty Ltd., an Australian corporation;
- (l) **"ATH Disclosure Letter"** means a letter of even date with this Agreement from ATH to the Purchaser that is described as the 'ATH Disclosure Letter';
- (m) **"ATH Financial Statements"** has the meaning set forth in Section 5.3(i);
- (n) **"ATH Material Contracts"** has the meaning set forth in Section 5.3(o);
- (o) **"ATH Optionholders"** means the holders of ATH Options;
- (p) **"ATH Options"** means options to acquire ATH Shares;
- (q) **"ATH Shareholders"** means holders of ATH Shares prior to completion of the Qualifying Transaction;
- (r) **"ATH Shares"** means ordinary shares in the capital of ATH;
- (s) **"Australia Finco"** means CCI Finco Limited, a corporation incorporated in Australia for purposes of completing the Australian Financing;
- (t) **"Australia Finco Share Exchange Agreement"** means the share exchange agreement between the Purchaser, Australia Finco and Australia Finco Shareholders providing for the exchange of Australia Finco Shares for Resulting Issuer Shares in the form attached as Schedule "B";
- (u) **"Australia Finco Shareholders"** means the shareholders of Australia Finco;
- (v) **"Australia Finco Shares"** means the ordinary shares in the capital of Australia Finco;
- (w) **"Australia Subco"** means CCI Acqco Pty Limited, a corporation incorporated in Australia for purposes of completing the acquisition of ATH;

- (x) **“Australian Financing”** means the private placement of Australia Finco Shares described in Section 2.4;
- (y) **“Books and Records”** means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;
- (z) **“Business Day”** means a day which is not a Saturday, Sunday or a statutory holiday in the Province of Alberta;
- (aa) **“Canadian Financing”** means the private placement of Subscription Receipts of Alberta Finco described in Section 2.5;
- (bb) **“Claim”** has the meaning set forth in Section 8.4;
- (cc) **“Closing”** means the completion of the Qualifying Transaction in accordance with the terms and conditions of this Agreement;
- (dd) **“Closing Date”** means the date of Closing, which shall be the fifth Business Day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the Qualifying Transaction (other than conditions that are satisfied with respect to actions the respective Parties will take at the Closing itself), or such other date as the Parties may mutually determine;
- (ee) **“Common Shares”** means common shares in the capital of the Purchaser;
- (ff) **“Concurrent Financing”** means, collectively, the Canadian Financing and the Australian Financing for minimum aggregate gross proceeds of Cdn\$10,000,000;
- (gg) **“Contracts”** (individually, a **“Contract”**) means all written or oral outstanding contracts and agreements, leases (including real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;
- (hh) **“Corporate Records”** means the corporate records of a corporation, including (i) its articles, by-laws or other constituting documents, any unanimous shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (iv) all accounting records;
- (ii) **“Direct Claim”** has the meaning set forth in Section 8.4;
- (jj) **“Director and Officer Appointments”** means, subject to the completion of the ATH Share Exchange, the reconstitution of the board of directors and the officers of the Purchaser, to consist of the nominees of ATH, as more particularly described in Section 2.8;

- (kk) **“Disclosed”** means, in the case of the ATH Shareholders and ATH, fairly disclosed (with sufficient details to identify the nature and scope of the matter disclosed) in the ATH Disclosure Letter, and, in the case of the Purchaser, fairly disclosed (with sufficient details to identify the nature and scope of the matter disclosed) in the Purchaser Disclosure Letter on or before the date of this Agreement;
- (ll) **“Escrow Agent”** means TSX Trust Company, or such other escrow agent as may be agreed to by the Purchaser and ATH, each acting reasonably;
- (mm) **“Escrow Agreement”** has the meaning set forth in Section 2.3;
- (nn) **“Filing Statement”** means the filing statement of Purchaser pertaining to the Qualifying Transaction and in the form prescribed by the TSXV;
- (oo) **“Financing Shares”** means the Resulting Issuer Shares: (i) issued in exchange for Alberta Finco Shares pursuant to the Amalgamation; and (ii) issued in exchange for Australia Finco Shares pursuant to the Australia Finco Share Exchange;
- (pp) **“Finder”** means Confero Health Pty Limited;
- (qq) **“Finder’s Fee Agreement”** means the Finder’s Fee Agreement dated April 6, 2022 between ATH and Finder;
- (rr) **“Governmental Authority”** means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign, or (b) regulatory authority, including any securities commission, gaming commission or stock exchange, including the TSXV;
- (ss) **“IFRS”** means International Financial Reporting Standards;
- (tt) **“Indemnified Party”** has the meaning set forth in Section 8.4;
- (uu) **“Indemnifying Party”** has the meaning set forth in Section 8.4;
- (vv) **“Intellectual Property”** means all (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions, invention disclosures, improvements, discoveries, trade secrets, know-how, methods, processes, designs, technology, technical data, schematics and documentation relating to any of the foregoing; (iii) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (iv) computer software and programs; and (v) all other intellectual property, whether registered or not, owned by, licensed to or used, where and to the extent that the loss of such ownership or license rights or rights to use would have or would be reasonably expected to have a Material Adverse Effect in any format or medium whatsoever;
- (ww) **“laws”** means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory

judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and “**law**” means any one of them;

- (xx) “**Letter of Intent**” means the letter of intent between the Purchaser and ATH dated March 30, 2022;
- (yy) “**Lien**” means any mortgage, encumbrance, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment, or performance of an obligation;
- (zz) “**Material Adverse Effect**” means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, could reasonably be expected to be materially adverse to the assets, liabilities, condition (financial or otherwise), business, prospects, properties or results of operation of the Purchaser or ATH, as applicable, or (ii) a material impairment of or delay in the ability of the Parties (or any one of them) to perform their obligations hereunder or consummate the Qualifying Transaction;
- (aaa) “**Material Contract**” means any Contract to which a person is a party and which is material to such person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) which would result in payments to or from such person or its subsidiaries (if any) in excess of Cdn\$25,000, whether payable in one payment or in successive payments; (iii) relating to the borrowing of money or to capital expenditures; and (iv) not entered into in the ordinary course of business of such person;
- (bbb) “**material fact**” shall have the meaning ascribed to it in the *Securities Act* (Alberta);
- (ccc) “**misrepresentation**” shall have the meaning ascribed to it in the *Securities Act* (Alberta);
- (ddd) “**Name Change**” has the meaning set forth in Section 2.9;
- (eee) “**Non-Offending Person**” has the meaning set forth in Section 6.1(g);
- (fff) “**notice**” has the meaning set forth in Section 10.2;
- (ggg) “**Party**” has the meaning set forth in the recitals to this Agreement;
- (hhh) “**Payment Shares**” has the meaning set forth in Section 2.2;
- (iii) “**person**” includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof;
- (jjj) “**Public Record**” means the information relating to the Purchaser contained in all press releases, material change reports, financial statements and related management’s

discussion and analysis, information circulars and all other documents of the Purchaser which have been filed on SEDAR;

- (kkk) **“Purchaser”** has the meaning set forth in the recitals to this Agreement;
- (lll) **“Purchaser Disclosure Letter”** means a letter of even date with this Agreement from the Purchaser to ATH that is described as the ‘Purchaser Disclosure Letter’;
- (mmm) **“Purchaser Financial Statements”** has the meaning set forth in Section 5.1(k);
- (nnn) **“Purchaser Material Contracts”** has the meaning set forth in Section 5.1(q);
- (ooo) **“Purchaser Subcos”** means, collectively, Alberta Finco, Alberta Subco, Australia Finco and Australia Subco;
- (ppp) **“Qualifying Transaction”** means the series of transactions, as detailed in this Agreement, through which the business and assets of ATH and the Purchaser will be combined, including the ATH Share Exchange, Australia Finco Share Exchange, Amalgamation, Share Consolidation, Name Change and the Director and Officer Appointments;
- (qqq) **“Regulatory Approval”** means all approvals, consents, waivers, permits, orders or exemptions from any Governmental Authority having jurisdiction or authority over any Party hereto which are required to be obtained in order to permit the Qualifying Transaction to be effected, including, without limitation, approval of the TSXV and the applicable securities commissions;
- (rrr) **“Replacement Options”** means stock options of the Resulting Issuer issued pursuant to the stock option plan of the Resulting Issuer to holders of ATH Options in consideration for the surrender for cancellation of the ATH Options;
- (sss) **“Resulting Issuer”** means the Purchaser following completion of the Qualifying Transaction;
- (ttt) **“Resulting Issuer Shares”** means common shares of the Resulting Issuer;
- (uuu) **“Securities Laws”** means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;
- (vvv) **“SEDAR”** means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;
- (www) **“Share Consolidation”** means the consolidation of the outstanding Common Shares of the Purchaser on the basis of one (1) post-consolidation Common Share for every three (3) pre-consolidation Common Shares;
- (xxx) **“Subscription Receipts”** means subscription receipts of Alberta Finco to be issued to subscribers pursuant to the terms of a subscription receipt agreement to be entered into in connection with the Canadian Financing;

- (yyy) “**Tax Act**” means the *Income Tax Act* (Canada);
- (zzz) “**Termination Date**” means December 31, 2022, or such later date as may be agreed in writing between the Purchaser and ATH;
- (aaaa) “**Third Party**” has the meaning set forth in Section 8.6(e);
- (bbbb) “**Third Party Claim**” has the meaning set forth in Section 8.4;
- (cccc) “**Time of Closing**” means 10:00 a.m. (Calgary time) on the Closing Date, or such other time as the Parties may mutually determine; and
- (dddd) “**TSXV**” means the TSX Venture Exchange.

1.2 **Currency**

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.3 **Interpretation Not Affected by Headings, etc.**

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

1.4 **Number, etc.**

Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders and words importing persons shall include natural persons, firms, trusts, partnerships and corporations.

1.5 **Date for Any Action**

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 **Statutory References**

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

1.7 **References to this Agreement**

The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement as a whole and not to any particular section or portion of it.

1.8 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be the International Financial Reporting Standards or the Canadian generally accepted accounting principles, as applicable, approved by the International Accounting Standards Board or the Canadian Institute of Chartered Accountants, as the case may be, or any successor thereto, applicable as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles.

1.9 Knowledge

- (a) Any reference herein to “the knowledge of the Purchaser” (or similar expressions) will be deemed to mean the actual knowledge of Charles Chebry, the Chief Executive Officer of the Purchaser, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.
- (b) Any reference herein to “the knowledge of ATH” (or similar expressions) will be deemed to mean the actual knowledge of Shane O’Neill, the Chief Executive Officer of ATH, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.
- (c) Any reference herein to “the knowledge of the ATH Shareholder” (or similar expressions) will be deemed to mean the actual knowledge of the applicable ATH Shareholder, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

1.10 Including

In this Agreement, the words “include” or “including” mean “include (or including) without limitation” and the words following “include” or “including” are not to be considered an exhaustive list.

ARTICLE 2 BUSINESS COMBINATION

2.1 Purchase and Sale of ATH Shares

- (a) Subject to the terms and conditions hereof, each of the ATH Shareholders covenants and agrees to sell, assign and transfer to Australia Subco and Australia Subco covenants and agrees to purchase from the ATH Shareholders, the number of ATH Shares which are beneficially owned by such ATH Shareholder at the Time of Closing.
- (b) As of the date of this Agreement, the number of ATH Shares which are beneficially owned by each ATH Shareholder is the number set forth opposite the name of such ATH Shareholder as set out in Schedule “A” attached hereto.
- (c) In addition, for greater certainty, if any ATH Shareholder otherwise may acquire any additional ATH Shares (for example, from another shareholder of ATH that might not be a party to this Agreement, or with the consent of the Purchaser), such additional ATH Shares so acquired shall form part of the ATH Shares purchased hereunder and the ATH Shareholder covenants and agrees to sell, assign and transfer to Australia Subco and Australia Subco covenants and agrees to purchase from such ATH Shareholder the

additional ATH Shares held by such ATH Shareholder so acquired, in addition to the ATH Shares described in Schedule “A”.

- (d) After the date hereof and prior to the Closing Date, ATH may issue up to 1,336,660 ATH Shares to the Finder pursuant to the Finder’s Fee Agreement and Australia Subco agrees to purchase the ATH Shares issued to the Finder, and ATH agrees to cause the Finder to accept such offer and agree to sell, assign and transfer to Australia Subco such ATH Shares in exchange for up to 1,714,255 Resulting Issuer Shares. In the event of the issuance of ATH Shares to the Finder, ATH, the Purchaser, Australia Subco and the Finder shall concurrently execute such documents as are necessary in order to give each party the entirety of the rights, obligations and benefits of this Agreement.
- (e) On the Closing Date, all of the ATH Options owned by each ATH Optionholder, as listed in Schedule “A”, shall be cancelled in exchange for the Purchaser issuing to such ATH Optionholder Replacement Options on Closing having terms equivalent to the surrendered ATH Options with respect to the number of options, exercise price, vesting conditions and expiry date, but amended as required for compliance with the policies of the TSXV.

2.2 Purchase Price of ATH Shares

- (a) In consideration for the sale of the ATH Shares to Australia Subco, the Purchaser shall issue from treasury to the ATH Shareholders (or their nominees), pro rata in proportion to their holdings of ATH Shares at the Time of Closing, an aggregate of 53,285,745 Resulting Issuer Shares (the “**Payment Shares**”) as set forth in Schedule “A”.
- (b) In consideration for the issue by Purchaser of the Payment Shares pursuant to Section 2.2(a), Australia Subco shall issue to Purchaser one Australia Subco ordinary share for each Payment Share so issued.

2.3 TSXV Escrow and Resale Restrictions

Each of the ATH Shareholders acknowledge and agree that TSXV will require certain of the Payment Shares: (i) to be held in escrow in accordance with the policies of the TSXV, and each of the ATH Shareholders agrees that, if required by the TSXV, it will enter into an escrow agreement in such form as is required by the TSXV (the “**Escrow Agreement**”) with respect to its respective Payment Shares, pursuant to which such ATH Shareholder will deposit its respective Payment Shares with the Escrow Agent until such Payment Shares are released from escrow in accordance with the terms of the Escrow Agreement; or (ii) to be subject to certain “Seed Share Resale Restrictions” pursuant to TSXV policies and the certificates or DRS statements representing such Payment Shares shall include a legend setting forth any such restrictions.

2.4 Australia Financing and Australian Finco Share Exchange

- (a) Australia Finco proposes to complete an offering of up to 15,000,000 ordinary shares at a price of Cdn\$1.00 per share for gross proceeds of up to Cdn\$15,000,000 (the “**Australian Financing**”). Pursuant to the Australian Financing, certain investors will subscribe for Australia Finco Shares, with the subscription funds to be held in trust until all conditions precedent to the completion of the Australia Finco Share Exchange have been satisfied.
- (b) The Purchaser shall enter into the Australia Finco Share Exchange Agreement with each holder of Australia Finco Shares to effect the Australia Finco Share Exchange, pursuant to

which holders of Australia Finco Shares shall receive, in respect of each Australia Finco Share held, one (1) Resulting Issuer Share and the Australia Finco Shares will be transferred to the Purchaser such that Australia Finco will be a wholly-owned subsidiary of Purchaser.

2.5 **Canadian Financing and Amalgamation**

- (a) Alberta Finco proposes to complete an offering of up to 10,000,000 Subscription Receipts at a price of Cdn\$1.00 per Subscription Receipt for gross proceeds of up to Cdn\$10,000,000 (the “**Canadian Financing**”). Pursuant to the Canadian Financing, certain investors will subscribe for the Subscription Receipts, with each Subscription Receipt representing the right of the holder thereof to receive, in certain circumstances set forth in the terms attached to the Subscription Receipts, one (1) Alberta Finco Share, without any further act or formality, and for no additional consideration.
- (b) Immediately prior to Closing, each Subscription Receipt will be exchanged for one (1) Alberta Finco Share pursuant to the terms and conditions of the Subscription Receipts and the applicable subscription receipt agreement.
- (c) Alberta Finco and Alberta Subco shall combine their respective businesses and assets by way of the Amalgamation and on the terms more particularly set forth in the Amalgamation Agreement.
- (d) The Purchaser will execute a written consent resolution approving the Amalgamation and the subscribers for Subscription Receipts will consent to the Amalgamation pursuant to the terms and conditions of the Canadian Financing.
- (e) Upon the terms and subject to the conditions set forth in the Amalgamation Agreement, at the Time of Closing:
 - (i) Alberta Subco and Alberta Finco shall be amalgamated and continue as one corporation;
 - (ii) each of Alberta Subco and Alberta Finco shall cease to exist as entities separate from Amalco;
 - (iii) the property and assets of each of Alberta Subco and Alberta Finco shall continue to be the property and assets of Amalco;
 - (iv) Amalco shall continue to be liable for the liabilities and obligations of each of Alberta Subco and Alberta Finco;
 - (v) each holder of Alberta Finco Shares will receive one (1) Resulting Issuer Share in exchange for each Alberta Finco Share held by such holder and the Alberta Finco Shares will be cancelled;
 - (vi) the Purchaser will receive one common share of Amalco in exchange for each Alberta Subco Share held by it and the Alberta Subco Shares held by the Purchaser will be cancelled;

- (vii) in consideration for the Purchaser's issuance of Resulting Issuer Shares referenced in Section 2.5(e)(v), Amalco shall issue to the Purchaser one Amalco Share for each Resulting Issuer Share issued by the Purchaser under Section 2.5(e)(v); and
- (viii) Amalco will be a wholly-owned subsidiary of the Purchaser.

2.6 **Filing Statement**

- (a) Promptly after the execution of this Agreement, the Purchaser, Purchaser Subcos, and ATH shall jointly prepare and complete the Filing Statement together with any other documents required by the ABCA, applicable Securities Laws and other applicable laws and the rules and policies of the TSXV in connection with the Qualifying Transaction, and Purchaser shall, as promptly as reasonably practicable after obtaining the approval of the TSXV as to the final Filing Statement, file such final Filing Statement on SEDAR.
- (b) The Purchaser and Purchaser Subcos represent and warrant that the Filing Statement will comply in all material respects with all applicable laws (including applicable Securities Laws), and, without limiting the generality of the foregoing, that the Filing Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (provided that the Purchaser shall not be responsible for the accuracy of any information relating to ATH that is furnished in writing by ATH for inclusion in the Filing Statement).
- (c) ATH represents and warrants that any information or disclosure relating to ATH that is furnished in writing by ATH for inclusion in the Filing Statement will comply in all material respects with all applicable laws (including applicable Securities Laws), and, without limiting the generality of the foregoing, that the Filing Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (provided that ATH shall not be responsible for the accuracy of any information relating to the Purchaser that is furnished in writing by the Purchaser for inclusion in the Filing Statement).
- (d) ATH, the Purchaser, Purchaser Subcos and their respective legal counsel shall be given a reasonable opportunity to review and comment on drafts of the Filing Statement and other documents related thereto, and reasonable consideration shall be given to any comments made by ATH, the Purchaser, Purchaser Subcos and their respective legal counsel, provided that all information relating solely to the Purchaser and Purchaser Subcos included in the Filing Statement shall be in form and content satisfactory to the Purchaser and Purchaser Subcos, acting reasonably, and all information relating solely to ATH included in the Filing Statement shall be in form and content satisfactory to ATH, acting reasonably.
- (e) The Purchaser, Purchaser Subcos and ATH shall promptly notify each other if at any time before the date of filing in respect of the Filing Statement, either Party becomes aware that the Filing Statement contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Filing Statement and the Parties

shall cooperate in the preparation of any amendment or supplement to such documents, as the case may be, as required or appropriate.

2.7 Share Consolidation

Prior to Closing, the Purchaser shall take all necessary steps to consolidate the share capital of the Purchaser on the basis of one (1) post-consolidation Common Share for every three (3) pre-consolidation Common Shares (the “**Share Consolidation**”) and to adjust the number of outstanding stock options on the basis of one (1) post-consolidation stock option for every three (3) pre-consolidation stock options.

2.8 Director and Officer Appointments

Concurrently with Closing, provided such persons meet all necessary legal and regulatory requirements and are willing and able to act in the positions shown below, the board of directors and officers of the Purchaser shall consist of the following persons and the Purchaser shall take all necessary steps to obtain resignations of existing board members and officers in order for these appointments to be effective on Closing:

Board of Directors

- Ross Butler - Chair
- Allan Farrar
- Shane O’Neill
- Charles Chebry

Officers

- Shane O’Neill – Chief Executive Officer
- Charles Chebry – Chief Financial Officer and Secretary

2.9 Name Change

The Purchaser shall take all necessary steps to have its name changed from CastleCap Capital Inc. to “**ATH Health Ltd.**” or such other name which is acceptable to the Purchaser, ATH, the TSXV and the registrar of corporations for Alberta (the “**Name Change**”).

ARTICLE 3 CONDITIONS OF CLOSING

3.1 Mutual Conditions of Closing

The respective obligations of the Parties hereto to complete the Qualifying Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Resulting Issuer Shares, including the Payment Shares and the Financing Shares, shall have been conditionally approved for listing on the TSXV, subject to the usual requirements of the TSXV in respect of transactions of the nature of the Qualifying Transaction as contemplated herein;
- (b) the Concurrent Financing for aggregate gross proceeds of a minimum of Cdn\$10,000,000 shall have been completed, or if completed in escrow pending Closing, then all conditions

necessary to release such escrow shall have been satisfied (other than the completion of the Qualifying Transaction);

- (c) the Amalgamation Agreement and the Australia Finco Share Exchange Agreement shall have been entered into by the applicable parties thereto and such parties shall have taken all steps to obtain all necessary approvals and tendered all closing deliverables required to effect the Amalgamation and the Australia Finco Share Exchange;
- (d) all Regulatory Approvals necessary to complete the Qualifying Transaction shall have been obtained;
- (e) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Qualifying Transaction, results in a judgment or assessment of damages relating to the Qualifying Transaction that is materially adverse to the Purchaser or ATH or that could reasonably be expected to impose any condition or restriction upon the Purchaser or ATH which, after giving effect to the Qualifying Transaction, would so materially and adversely impact the economic or business benefits of the Qualifying Transaction as to render inadvisable the consummation of the Qualifying Transaction;
- (f) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser, acting reasonably, adversely affects or may adversely affect the Qualifying Transaction; and
- (g) the Closing Date shall be on or before the Termination Date.

The foregoing conditions precedent are for the mutual benefit of the Parties and may be waived by the mutual consent of the Parties, in whole or in part, without prejudice to their rights to rely on any other conditions in their favour.

3.2 Conditions of Closing in Favour of the Purchaser and Purchaser Subcos

The obligations of the Purchaser and Purchaser Subcos to complete the Qualifying Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) ATH and the ATH securityholders shall have tendered all closing deliverables set forth in Sections 4.3 and 4.4, respectively, including delivery of the ATH Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers, and delivery of evidence of the surrender for cancellation of the ATH Options;
- (b) the Escrow Agreement will have been executed and delivered by such of the ATH Shareholders as required by the TSXV, in a form and with terms and conditions satisfactory to the TSXV;
- (c) neither ATH nor any of the ATH Shareholders shall have violated Section 9.1;
- (d) the representations and warranties of ATH set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any

representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of ATH to this effect shall have been delivered to the Purchaser;

- (e) all of the terms, covenants and conditions of this Agreement to be complied with or performed by ATH at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of ATH to this effect shall have been delivered to the Purchaser;
- (f) the representations and warranties of the ATH Shareholders set forth in this Agreement shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Time of Closing and delivery by each ATH Shareholder of the documents described in Section 4.4 required to be delivered by such ATH Shareholder shall constitute a reaffirmation and confirmation by such ATH Shareholder of such representations and warranties;
- (g) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the ATH Shareholders at or before the Time of Closing will have been complied with or performed and delivery of the documents described in Section 4.4 shall constitute confirmation of such compliance and performance;
- (h) all consents, assignments, waivers, permits, orders and approvals of all Governmental Authorities or other persons, including all those party to the ATH Material Contracts listed in ATH Disclosure Letter, necessary to conduct the business of ATH or permit the completion of the Qualifying Transaction shall have been obtained or have been attempted to be obtained on a best efforts basis; and
- (i) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to ATH.

The foregoing conditions precedent are for the benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser's right to rely on any other condition in favour of the Purchaser.

3.3 Conditions of Closing in Favour of ATH and the ATH Shareholders

The obligations of ATH and the ATH Shareholders to complete the Qualifying Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Purchaser shall have tendered all closing deliveries set forth in Section 4.2 including delivery of the Payment Shares, Financing Shares and Replacement Options;
- (b) the completion of the Name Change and Share Consolidation;
- (c) the Purchaser shall not have entered into any finders fee agreements and there shall not be any outstanding obligations by the Purchaser to pay any fees in connection with the Qualifying Transaction;
- (d) the Purchaser's board of directors and management shall have been reconstituted in accordance with Section 2.8;

- (e) all of the directors and officers of the Purchaser, other than Charles Chebry, shall have executed resignations and releases in accordance with Section 2.8, in form and content satisfactory to ATH, acting reasonably, and there shall be no severance or other amounts payable to such individuals in connection therewith;
- (f) all consents, waivers, permits, orders and approvals of all Governmental Authorities or other persons, including, if applicable, all those party to the Purchaser Material Contracts listed in the Purchaser Disclosure Letter necessary to permit the completion of the Qualifying Transaction shall have been obtained or have been attempted to be obtained on a best efforts basis;
- (g) the Purchaser shall not have violated Section 9.2;
- (h) the representations and warranties of the Purchaser set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to ATH (on its own behalf and on behalf of the ATH Shareholders);
- (i) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to ATH (on its own behalf and on behalf of the ATH Shareholders); and
- (j) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to the Purchaser.

The foregoing conditions precedent are for the benefit of ATH and the ATH Shareholders and may be waived by ATH (on its own behalf and on behalf of the ATH Shareholders) and the ATH Shareholders, in whole or in part, without prejudice to their right to rely on any other condition in their favour.

3.4 Notice and Cure Provisions

Each Party will give prompt notice to the other Parties hereto of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event or state of facts which occurrence or failure would or would be likely to:

- (a) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate on the date hereof or at the Closing Date; or
- (b) result in the failure by such Party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party hereunder prior to the Closing Date.

Subject to Article 7, no Party may elect not to complete the Qualifying Transaction as contemplated herein as a result of the non-fulfillment of the conditions precedent contained in Sections 3.1, 3.2 or 3.3, as applicable, unless the Party intending to rely thereon has delivered a written notice to the other Parties hereto prior to the Time of Closing specifying, in reasonable detail, all breaches of representations and

warranties or covenants or other matters which the Party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent.

ARTICLE 4 CLOSING AND POST CLOSING ARRANGEMENTS

4.1 Time and Place of Closing

Closing of the Qualifying Transaction shall take place at the Time of Closing electronically at the offices of Borden Ladner Gervais LLP, 1900, 520 – 3rd Avenue SW, Calgary, Alberta, T2P 0R3.

4.2 Closing Deliveries of the Purchaser

At the Time of Closing, the Purchaser will deliver or cause to be delivered to ATH on behalf of each of the ATH Shareholders:

- (a) share certificates or DRS statements evidencing the Payment Shares registered as directed by the ATH Shareholders (or by ATH on behalf of the Shareholders), provided, however, that certificates evidencing any Payment Shares required to be held in escrow in accordance with the requirements of the TSXV, or otherwise, shall be delivered directly to the Escrow Agent;
- (b) certificates or stock option agreements evidencing the issuance of the Replacement Options;
- (c) share certificates or DRS statements evidencing the Financing Shares registered as directed by the holders of Alberta Finco Shares and Australia Finco Shares, provided, however, that certificates evidencing any Financing Shares required to be held in escrow in accordance with the requirements of the TSXV, or otherwise, shall be delivered directly to the Escrow Agent;
- (d) the Escrow Agreement, executed by the Purchaser and the Escrow Agent;
- (e) a certificate of one of the Purchaser's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the constating documents of the Purchaser (and all amendments thereto as in effect as on such date including amendments relating to the Name Change and Share Consolidation); (ii) all resolutions of the board of directors of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Qualifying Transaction, including the issuance of the Payment Shares, Financing Shares and Replacement Options; and (iii) as to the incumbency and genuineness of the signature of each officer of Purchaser executing this Agreement or any of the other agreements or documents contemplated hereby;
- (f) the officer's certificates referred to in Sections 3.3(h) and 3.3(i);
- (g) evidence of the conditional approval of the TSXV for the completion of the Qualifying Transaction and the listing and posting for trading of the Resulting Issuer Shares (including the Payment Shares and the Financing Shares) on the TSXV;
- (h) a certificate of status for the Purchaser; and

- (i) resignations of the directors and officers of the Purchaser and resolutions consented to in writing by the directors of the Purchaser appointing directors and officers as provided in Section 2.8.

4.3 Closing Deliveries of ATH

At the Time of Closing, ATH will deliver or cause to be delivered to the Purchaser:

- (a) a certificate of one of ATH's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the constating documents of ATH (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of ATH approving the entering into of this Agreement and the completion of the Qualifying Transaction; and (iii) as to the incumbency and genuineness of the signature of each officer of ATH executing this Agreement or any of the other agreements or documents contemplated hereby;
- (b) the officer's certificates referred to in Sections 3.2(d) and 3.2(e);
- (c) the Escrow Agreement, executed by the ATH Shareholders;
- (d) a certificate of status or equivalent for ATH; and
- (e) to the extent not previously delivered, such documents as may be required by applicable corporate and Securities Laws or the policies of the TSXV necessary in relation to the appointment of nominees of ATH to the board of directors of the Purchaser.

4.4 Closing Deliveries of the ATH Shareholders and Optionholders

- (a) At the Time of Closing, each ATH Shareholder will cause to be delivered to the Purchaser:
 - (i) with respect to such ATH Shareholder, share certificates evidencing the ATH Shares owned by such ATH Shareholder, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers; and
 - (ii) if required by the TSXV to be delivered by such ATH Shareholder, the Escrow Agreement.
- (b) At the Time of Closing, each ATH Optionholder will cause to be delivered to the Purchaser:
 - (i) with respect to such ATH Option holder, evidence of the surrender for cancellation of all ATH Options owned by such ATH Option holder; and
 - (ii) if required by the TSXV to be delivered by such ATH Optionholder, the Escrow Agreement.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Purchaser and Purchaser Subcos

The Purchaser and the Purchaser Subcos represent and warrant, jointly and severally, to and in favour of each of the Shareholders and ATH as follows, except as Disclosed, and acknowledges that such parties are relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) the Purchaser, Alberta Finco and Alberta Subco are corporations validly existing and in good standing under the laws of the Province of Alberta and are duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) Australia Finco and Australia Subco are corporations validly existing and in good standing under the laws of the Australia and are duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (c) the Purchaser and the Purchaser Subcos have the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform their obligations hereunder and thereunder, to own and lease property, and to carry on businesses as now being conducted;
- (d) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Purchaser and Purchaser Subcos and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Purchaser and Purchaser Subcos, as applicable, enforceable against the Purchaser and the Purchaser Subcos, as applicable, in accordance with its terms;
- (e) the execution and delivery of this Agreement does not, and the consummation of the Qualifying Transaction will not, (i) result in a breach or violation of the constating documents of the Purchaser or Purchaser Subcos or of any resolutions of the directors or shareholders of the Purchaser or Purchaser Subcos, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Purchaser Material Contract), license or permit to which the Purchaser or the Purchaser Subcos are a party or by which the Purchaser or the Purchaser Subcos are bound or to which any material assets or property of the Purchaser or the Purchaser Subcos are subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser or the Purchaser Subcos;
- (f) the authorized capital of the Purchaser consists of an unlimited number of Common Shares, of which, as of the date hereof (and prior to giving effect to the Share Consolidation), 4,000,000 Common Shares are issued and outstanding as fully paid and non-assessable;
- (g) when issued in accordance with the terms hereof, the Payment Shares and Financing Shares will be validly issued as fully paid and non-assessable Common Shares;

- (h) the Purchaser is a “reporting issuer” as that term is defined under applicable Securities Laws in the Provinces of British Columbia and Alberta and the Purchaser is in compliance with its timely and continuous disclosure obligations under the Securities Laws of the Provinces of British Columbia and Alberta and the policies of the TSXV and, without limiting the generality of the foregoing, there has not occurred any “material change” (as defined under applicable securities legislation of the Provinces of British Columbia and Alberta) which has not been publicly disclosed on a non-confidential basis and the statements collectively set forth in the Public Record are true, correct and complete in all material respects and, except as may have been corrected by subsequent disclosure, all the statements set forth in the Public Record were true, correct, and complete in all material respects and did not contain any misrepresentation as of the date of such statements and the Purchaser has not filed any confidential material change reports since the date of such statements which remains confidential as at the date hereof;
- (i) no person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Purchaser, other than 400,000 stock options, which are issued and outstanding pursuant to the Purchaser’s stock option plan as of the date hereof and prior to giving effect to the Share Consolidation;
- (j) the Purchaser does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and the Purchaser does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (k) the audited consolidated financial statements of the Purchaser as at and for the fiscal year ended December 31, 2021 (the “**Purchaser Financial Statements**”) have been prepared in accordance with IFRS applied on a basis consistent with prior periods. The Purchaser Financial Statements are true, correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Purchaser as at the date thereof and results of operations of the Purchaser for the period then ended. Since December 31, 2021, there has been no material alteration in the manner of keeping the books, accounts or records of the Purchaser or in its accounting policies or practices;
- (l) the Purchaser’s auditors who audited the Purchaser Financial Statements (as applicable) are independent public accountants;
- (m) except as disclosed in the Purchaser Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to the Purchaser;
- (n) except as disclosed in the Purchaser Financial Statements, the Purchaser is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (o) since December 31, 2021, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of the Purchaser;

- (p) the Purchaser has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (q) the Contracts listed in the Purchaser Disclosure Letter (the “**Purchaser Material Contracts**”), together with this Agreement, and after the execution and delivery hereof, all ancillary agreements contemplated herein, constitute all the Material Contracts of the Purchaser. Each of the Purchaser Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the ATH Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the Concurrent Financing, and the issuance of the Payment Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. The Purchaser has not violated or breached, in any material respect, any of the terms or conditions of any Purchaser Material Contract and all the covenants to be performed by any other party thereto have, to the knowledge of the Purchaser, been fully and properly performed;
- (r) there are no waivers, consents, notices or approvals required to be given or obtained by the Purchaser in connection with the Qualifying Transaction and the other transactions contemplated by this Agreement under any Contract to which the Purchaser is a party;
- (s) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Purchaser is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the Qualifying Transaction, including, without limitation, the Concurrent Financing or the issuance of the Payment Shares, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Qualifying Transaction or otherwise prevent or materially delay the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (t) there is no suit, action or proceeding commenced or, to the knowledge of the Purchaser, pending or threatened against the Purchaser that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Purchaser, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against the Purchaser causing, or which could reasonably be expected to cause, a Material Adverse Effect on the Purchaser;
- (u) the Purchaser has good and marketable title to its properties and assets (other than property or an asset as to which the Purchaser is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (v) except for transactions in the ordinary course of business, no person has any written or oral agreement, option, understanding or commitment for the purchase from the Purchaser of any of its assets or property;

- (w) the Purchaser has all permits, licenses, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit it to carry on its business as presently conducted, except for such permits, licenses, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser, and all such permits, licenses, certificates of authority, orders and approvals are in good standing in all material respects;
- (x) the Purchaser has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits or claims asserted or assessed against the Purchaser in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. The Purchaser has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments;
- (y) the Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on the Purchaser;
- (z) the Corporate Records of the Purchaser are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of the Purchaser, and without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors (and any committee(s) thereof) and shareholders of the Purchaser; (ii) such minute books contain all written resolutions passed by the directors (and any committee(s) thereof) and shareholders of the Purchaser; (iii) the share certificate books, if any, the central securities register and register of transfers, and branch registers, of the Purchaser are complete and accurate, and all transfers of shares of the Purchaser reflected therein have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of the Purchaser were duly elected or appointed as the case may be;
- (aa) all Books and Records of the Purchaser have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (bb) other than in connection with the Concurrent Financing (in respect of which the extent to which any person has been jointly authorized by the Purchaser and ATH to act as a broker or finder or in any other capacity or that may or will impose liability on the Purchaser, ATH or the ATH Shareholders has been disclosed to ATH), the Purchaser has not authorized any person to act as broker or finder or in any other similar capacity in

connection with the transactions contemplated by this Agreement that in any manner may or will impose liability on ATH or the ATH Shareholders; and

- (cc) to the knowledge of the Purchaser, no representation or warranty of the Purchaser contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.2 Representations and Warranties of the ATH Shareholders

Each of the ATH Shareholders, on its own behalf and not on behalf of any other ATH Shareholder, hereby severally (and, for greater certainty, not jointly with any other ATH Shareholder) represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the ATH Shareholder and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the ATH Shareholder, enforceable against the ATH Shareholder in accordance with its terms;
- (b) if the ATH Shareholder is not an individual, the ATH Shareholder is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
- (c) the execution and delivery of this Agreement does not, and the consummation of the Qualifying Transaction will not violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the ATH Shareholder;
- (d) the ATH Shareholder is the registered and beneficial owner of that number of ordinary shares of ATH set forth opposite the ATH Shareholder's name in Schedule "A" (such ordinary shares comprising part of the ATH Shares), free and clear of all Liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever;
- (e) except for the Purchaser's rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the ordinary shares of ATH (namely the ATH Shares), held or beneficially owned by the ATH Shareholder and none of such ordinary shares of ATH are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such ordinary shares of ATH;
- (f) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the ATH Shareholder is required to be obtained by the ATH Shareholder in connection with the execution and delivery of this Agreement or the consummation by the ATH Shareholder of the Qualifying Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not

prevent or materially delay the consummation of the Qualifying Transaction or otherwise prevent the ATH Shareholder from performing its obligations under this Agreement;

- (g) the ATH Shareholder is a “non-resident” of Canada within the meaning of the Tax Act;
- (h) the ATH Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on ATH or the Purchaser; and
- (i) to the knowledge of the ATH Shareholder, no representation or warranty of the ATH Shareholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.3 Representations and Warranties of ATH

ATH represents and warrants to the Purchaser as follows, except as Disclosed, and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) ATH is a corporation validly existing and in good standing under the laws of Australia and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) ATH has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted;
- (c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by ATH and each is, or will be at the Time of Closing, a legal, valid and binding obligation of ATH, enforceable against ATH in accordance with its terms;
- (d) the execution and delivery of this Agreement does not, and the consummation of the Qualifying Transaction will not, (i) result in a breach or violation of the constating documents of ATH or of any resolutions of the directors or shareholders of ATH, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any ATH Material Contract), license or permit to which ATH is a party or by which ATH is bound or to which any material assets or property of ATH is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to ATH;
- (e) the capital of ATH consists of an unlimited number of ordinary shares with no specified par value of which, as of the date of this Agreement, 41,548,627 ordinary shares are issued and outstanding as fully paid and non-assessable. The ATH Shareholders are the registered holders of 100% of the ATH Shares, as set forth in Schedule “A”;

- (f) other than the ATH Shares and ATH Options set forth in Schedule “A” and the ATH Shares to be issued to the Finder pursuant to the Finder’s Fee Agreement, there are no other ordinary shares of ATH or securities convertible, exercisable or exchangeable into ordinary shares of ATH issued or outstanding;
- (g) no person (other than the Purchaser pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of ATH, other than pursuant to the Finder’s Agreement;
- (h) ATH does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and other than in the ordinary course of business, ATH does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (i) the audited financial statements of ATH as at and for the fiscal year ended June 30, 2021 and the unaudited financial statements of ATH as at and for the interim period ended March 31, 2022 (the “**ATH Financial Statements**”), are prepared in accordance with IFRS. The ATH Financial Statements are true, correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of ATH as at the date thereof and results of operations of ATH for the period then ended. Since December 31, 2021 there has been no material alteration in the manner of keeping the books, accounts or records of ATH or in its accounting policies or practices;
- (j) ATH’ auditors who audit the ATH Financial Statements are independent public accountants;
- (k) except as disclosed in the ATH Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to ATH;
- (l) except as disclosed in the ATH Financial Statements, ATH is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (m) since December 31, 2021, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of ATH, other than changes in the financial condition of ATH as a result of expenditures relating to completion of the Qualifying Transaction as more particularly set forth in the ATH Disclosure Letter;
- (n) ATH has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (o) the Contracts listed in the ATH Disclosure Letter (the “**ATH Material Contracts**”), together with this Agreement, and after the execution and delivery hereof, all ancillary agreements contemplated herein, constitute all the Material Contracts of ATH. Each of the ATH Material Contracts is in full force and effect, unamended, and there exists no default,

warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the ATH Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the Concurrent Financing and the issuance of the Payment Shares and Financing Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. ATH has not violated or breached, in any material respect, any of the terms or conditions of any ATH Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;

- (p) there are no waivers, consents, notices or approvals required to be given or obtained by ATH in connection with the Qualifying Transaction and the other transactions contemplated by this Agreement under any Contract to which ATH is a party;
- (q) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over ATH is required to be obtained by ATH in connection with the execution and delivery of this Agreement, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Qualifying Transaction or otherwise prevent or materially delay ATH from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on ATH;
- (r) there is no suit, action or proceeding or, to the knowledge of ATH, pending or threatened against ATH that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on ATH, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against ATH causing, or which could reasonably be expected to cause, a Material Adverse Effect on ATH;
- (s) no bankruptcy, insolvency or receivership proceedings have been instituted by ATH or, to the knowledge of ATH, are pending against ATH;
- (t) ATH has good and marketable title to its properties and assets (other than property or an asset as to which ATH is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on ATH;
- (u) other than in the ordinary course of business, no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from ATH of any of its assets or property;
- (v) except as set forth in the ATH Disclosure Letter, ATH has all permits, licenses, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licenses, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on ATH, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;

- (w) with respect to Intellectual Property used in the conduct of the business of ATH:
- (i) ATH owns or has the legal right to use the Intellectual Property currently used, and as currently proposed to be used in the future, in the conduct of the business of ATH, free and clear of any encumbrance, and to the knowledge of ATH, the ownership or use of such Intellectual Property and any other intellectual property rights owned or used by ATH does not conflict with, violate or infringe upon the proprietary rights of any other person;
 - (ii) ATH delivered a list to the Purchaser in the ATH Disclosure Letter, which accurately sets forth of all of the Intellectual Property owned or used by or licensed to, where applicable, ATH in the conduct of its business (the “**ATH IP Schedule**”), including: (a) the owner thereof, (b) the date of expiration and date of application, jurisdiction of application, designated nations for patent application and priority filing dates and deadlines, if any, (c) whether such ownership or licensing rights are exclusive, and (d) in respect of any license to ATH, the term of, the applicable restrictions respecting use and sub-licensing and any royalties or fees owing or payable respecting, such rights (collectively, the “**ATH Intellectual Property**”);
 - (iii) except as otherwise set forth on the ATH Disclosure Letter, no royalties or fees are payable by ATH to any person in respect of any Intellectual Property;
 - (iv) except as otherwise set forth on the ATH IP Schedule, all licenses are valid and in good standing, and to the knowledge of ATH are adequate and sufficient to permit ATH to conduct its business as currently conducted and as currently proposed to be conducted;
 - (v) except as otherwise set forth on the ATH IP Schedule, ATH is the unencumbered owner of all right, title and interest in any and all of the ATH Intellectual Property or has the sole and exclusive right to use the ATH Intellectual Property and ATH has not entered into any licenses, sublicenses or agreements relating to the use or any other rights thereto by any other person of any Intellectual Property other than in the ordinary course of business and, to the knowledge of ATH, no infringement exists upon the ATH Intellectual Property by any other person;
 - (vi) to the knowledge of ATH, except as disclosed in the ATH IP Schedule, no charge or claim is pending or threatened to the effect that the sale, license or use of any of its products or services infringes upon or conflicts in any way with any Intellectual Property owned or held by any other person;
 - (vii) the Intellectual Property set forth in the ATH IP Schedule includes all Intellectual Property used in the ordinary day-to-day conduct of the business of ATH, and there are no other items of Intellectual Property that are material to such ordinary day-to-day conduct of such business;
 - (viii) except as otherwise set forth in the ATH IP Schedule, the ATH Intellectual Property is not and has not been adjudged invalid or unenforceable in whole or part and ATH has not taken any action and it does not have knowledge of any action that should have been taken, but was not taken, that would invalidate any of the ATH Intellectual Property;

- (ix) to the knowledge of ATH, no legal proceedings have been asserted, are pending, or are threatened against ATH: (i) based upon or challenging or seeking to deny or restrict the use, practice, license, sublicense, distribution, export or import, display, copying or creation of derivative works by ATH of any of the ATH Intellectual Property; (ii) alleging that any services provided by, processes used by, licensed by, sublicensed by, distributed by, displayed by, copied by or the creation of derivative works by or products manufactured or sold by ATH infringe upon or misappropriate any Intellectual Property right of any third party; or (iii) alleging that any Intellectual Property licensed infringes upon any Intellectual Property right of any third party or is being licensed or sublicensed in conflict with the terms of any license or other agreement;
- (x) to the knowledge of ATH, no Person is engaging in any activity that infringes upon any Intellectual Property of ATH;
- (xi) other than in the ordinary course of business, ATH has not granted any license or other right to any third party with respect to any Intellectual Property;
- (xii) the consummation of the transactions contemplated by this Agreement by ATH shall not result in the termination, invalidity or impairment of any of the ATH Intellectual Property;
- (xiii) ATH has taken what it views as reasonable steps to maintain the confidentiality of its trade secrets and other confidential Intellectual Property; and
- (xiv) to the knowledge of ATH: (a) there has been no misappropriation of any trade secrets or other confidential Intellectual Property by any person; (b) no employee, independent contractor or agent of ATH has misappropriated any trade secrets of any other person in the course of such performance as an employee, independent contractor or agent; and (c) no employee, independent contractor or agent of ATH is in default or breach of any term of any employment agreement, non-disclosure agreement, assignment of invention agreement or similar agreement or contract relating in any way to the protection, ownership, development, use or transfer of Intellectual Property;
- (x) except as set forth in the ATH Disclosure Letter, ATH has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits or claims asserted or assessed against ATH in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. ATH has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments;
- (y) ATH has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified

ATH of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on ATH;

- (z) ATH has no employees other than those employees listed in the ATH Disclosure Letter and ATH is not a party to any employment, management or consulting agreement of any kind whatsoever, save as set out in the ATH Disclosure Letter;
- (aa) no current or former employee, officer or director of ATH is entitled to a severance, termination or other similar payment as a result of the Qualifying Transaction;
- (bb) the Corporate Records of ATH are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of ATH, and without limiting the generality of the foregoing: (i) the minute books of ATH contain complete and accurate minutes of all meetings of the directors and shareholders of ATH; (ii) such minute books contain all written resolutions passed by the directors and shareholders of ATH; (iii) the securities register of ATH are complete and accurate, and all transfers of shares of ATH have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of ATH were duly elected or appointed as the case may be;
- (cc) all Books and Records of ATH have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (dd) ATH is not a 'reporting issuer' or equivalent in any jurisdiction nor are any securities of ATH listed or quoted on any stock exchange or electronic quotation system;
- (ee) ATH has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on the Purchaser or ATH, other than pursuant to the Finder's Agreement; and
- (ff) to the knowledge of ATH, no representation or warranty of ATH contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.4 Survival of Representations and Warranties

The representations and warranties made by the Parties and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Qualifying Transaction until the date that is 24 months from the date of Closing. No claim for breach of any representation, warranty or covenant shall be valid unless that Party against whom such claim is made has been given notice thereof before the expiry of such 24-month period.

ARTICLE 6 COVENANTS

6.1 Mutual Covenants

Each of the Parties hereby covenants and agrees as follows:

- (a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable laws and regulations to complete the Qualifying Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Qualifying Transaction or seeks to invalidate all or any portion of this Agreement, each of the Parties shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the Parties to complete the Qualifying Transaction;
- (b) to use commercially reasonable efforts to obtain, before the Time of Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, Governmental Authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;
- (c) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Qualifying Transaction; however, no Party will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the others, such consent not to be unreasonably withheld or delayed;
- (d) to promptly notify each of the other Parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;
- (e) to co-operate with each of the other Parties hereto in good faith in order to ensure the timely completion of the Qualifying Transaction;
- (f) to use commercially reasonable efforts to co-operate with each of the other Parties hereto in connection with the performance by the other of its obligations under this Agreement; and
- (g) in the case of ATH and the Purchaser, to indemnify and hold harmless each of the other Parties hereto (and, if applicable, such other Parties' respective directors, officers, representatives and advisers) (collectively, the "**Non-Offending Persons**") from and against all claims, damages, liabilities, actions or demands to which the Non-Offending Persons may be subject insofar as such claims, damages, liabilities, actions or demands arise out of, or are based upon, the information Disclosed by ATH or the Purchaser, as applicable, having contained a misrepresentation. ATH and the Purchaser shall obtain and hold the rights and benefits of this subsection in trust for and on behalf of such Parties' respective directors, officers, representatives and advisers.

6.2 Covenants of the Purchaser and Purchaser Subcos

The Purchaser and the Purchaser Subcos covenant and agree with each of the ATH Shareholders and ATH that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article 7, subject to Section 9.2, they will:

- (a) in a timely and expeditious manner:
 - (i) prepare, in consultation with ATH, the Filing Statement in the prescribed form and in form and content acceptable to ATH, acting reasonably, and file the Filing Statement with the TSXV, in accordance with all applicable laws and the policies of the TSXV;
 - (ii) file and/or deliver any document or documents as may be required in order for the Qualifying Transaction as contemplated herein to be effective; and
 - (iii) file and/or deliver any document or documents required pursuant to applicable laws and/or the rules and policies of the TSXV in connection with the Qualifying Transaction as contemplated herein after Closing;
- (b) ensure that the Filing Statement does not contain a misrepresentation as it relates to the Purchaser, including in respect of its assets, liabilities, operations, business and properties;
- (c) to make available and afford ATH and its authorized representatives and, if requested by ATH, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to the Purchaser and the Purchaser Subcos. The Purchaser and the Purchaser Subcos will afford ATH and its authorized representatives every reasonable opportunity to have free and unrestricted access to the Purchaser's property, assets, undertaking, records and documents. At the request of ATH, the Purchaser and the Purchaser Subcos will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of the Purchaser's business and any of its property or to enable ATH or its authorized representatives to obtain full access to all files and records relating to any of the assets of the Purchaser or the Purchaser Subcos maintained by governmental or other public authorities. The obligations in this Section 6.2(c) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance the Purchaser or the Purchaser Subcos will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of ATH under this Section 6.2(c) will not mitigate or otherwise affect the representations and warranties of the Purchaser or the Purchaser Subcos hereunder;
- (d) make application to the TSXV and diligently pursue the approval of the Qualifying Transaction (including the obligation of the Purchaser to issue the Payment Shares and Financing Shares) and the listing of the Resulting Issuer Shares on the TSXV;
- (e) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Purchaser will

be required to disclose that information has been withheld on this basis), furnish promptly to ATH (on behalf of the ATH Shareholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Purchaser or the Purchaser Subcos in connection with or related to the Qualifying Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Qualifying Transaction as contemplated herein;

- (f) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Qualifying Transaction as contemplated herein, including using commercially reasonable efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;
 - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Qualifying Transaction and participate and appear in any proceedings of any of the Purchaser, the Purchaser Subcos or ATH before any Governmental Authority to the extent permitted by such authorities; and
 - (iii) fulfil all conditions and satisfy all provisions of this Agreement and the Qualifying Transaction;
- (g) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Qualifying Transaction;
- (h) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of ATH, and the Purchaser and the Purchaser Subcos will keep ATH fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;
- (i) except as may be necessary or desirable in order to effect the Qualifying Transaction as contemplated hereunder, not alter or amend its constating documents as the same exist at the date of this Agreement;
- (j) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all

references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:

- (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
- (ii) increase or decrease its paid-up capital or purchase or redeem any shares except pursuant to the Concurrent Financing; or
- (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire, any such shares, except pursuant to the Concurrent Financing;
- (k) take all necessary corporate action and proceedings to approve and authorize the issuance of the Payment Shares to the ATH Shareholders;
- (l) take all necessary corporate action and proceedings to approve and authorize the Concurrent Financing and the issuance of the securities under the Concurrent Financing;
- (m) prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Payment Shares to the ATH Shareholders, on a basis exempt from the prospectus and registration requirements of the applicable Securities Laws; and
- (n) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of the Purchaser (including those that are convertible or exchangeable into securities of the Purchaser), other than as contemplated under this Agreement (including the issuance of the Financing Shares).

6.3 Covenants of ATH

ATH covenants and agrees with the Purchaser and the Purchaser Subcos that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article 7, subject to Section 9.1, it will:

- (a) in a timely and expeditious manner, assist the Purchaser and the Purchaser Subcos in the preparation of the Filing Statement with respect to the Qualifying Transaction, including providing such information in relation to the business, affairs, assets and properties of ATH as may be necessary to comply with applicable laws and the policies of the TSXV;
- (b) ensure that the Filing Statement does not contain a misrepresentation as it relates to ATH, including in respect of its assets, liabilities, operations, business and properties;
- (c) to make available and afford the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licenses, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to ATH. ATH will afford the Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access to ATH's property, assets, undertaking, records and documents. At the

request of the Purchaser, ATH will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of ATH's business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of ATH maintained by governmental or other public authorities. The obligations in this Section 6.3(c) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance ATH will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of Purchaser under this Section 6.3(c) will not mitigate or otherwise affect the representations and warranties of ATH hereunder;

- (d) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance ATH will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by ATH in connection with or related to the Qualifying Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Qualifying Transaction as contemplated herein;
- (e) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Qualifying Transaction, including using commercially reasonable efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts;
 - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Qualifying Transaction and participate and appear in any proceedings of either ATH, the Purchaser or the Purchaser Subcos before any Governmental Authority to the extent permitted by such authorities;
 - (iii) fulfil all conditions and satisfy all provisions of this Agreement and the Qualifying Transaction;
- (f) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Qualifying Transaction;
- (g) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of the Purchaser, and ATH will keep

the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;

- (h) except as may be necessary or desirable in order to effect the Qualifying Transaction as contemplated hereunder, not alter or amend its articles or by-laws as the same exist at the date of this Agreement;
- (i) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:
 - (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
 - (ii) increase or decrease its paid-up capital or purchase or redeem any shares other than upon the exercise of outstanding stock options or to issue shares to the Finder in accordance with the Finder Agreement; or
 - (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares other than upon the exercise of outstanding stock options or to issue shares to the Finder in accordance with the Finder Agreement;
- (j) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the ATH Shares to the Purchaser; and
- (k) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of ATH (including those that are convertible or exchangeable into securities of ATH), other than as contemplated under this Agreement.

6.4 Covenants of the ATH Shareholders

Each of the ATH Shareholders covenants and agrees with the other Parties hereto that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article 7, subject to Section 9.1, it will:

- (a) in a timely and expeditious manner, provide such information with respect to the ATH Shareholder as the Purchaser may reasonably require in connection with the preparation of the Filing Statement with respect to the Qualifying Transaction and as may be necessary to comply with applicable laws and the policies of the TSXV;
- (b) enter into such escrow arrangements in respect of the Payment Shares as may be required in accordance with applicable Securities Laws and/or the policies of the TSXV;

- (c) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the ATH Shareholder will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by such Shareholder in connection with or related to the Qualifying Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting, the Qualifying Transaction as contemplated herein;
- (d) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Qualifying Transaction, including using commercially reasonable efforts to:
 - (i) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Qualifying Transaction; and
 - (ii) fulfil all conditions and satisfy all provisions of this Agreement and the Qualifying Transaction;
- (e) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Qualifying Transaction; and
- (f) not encumber in any manner the ATH Shares and ensure that at the Time of Closing the ATH Shares are free and clear of all Liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever, other than as contemplated under this Agreement or as required by the TSXV or applicable Securities Laws.

ARTICLE 7 TERMINATION

7.1 Termination

This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written consent of ATH and the Purchaser;
- (b) by either ATH or the Purchaser if the Closing shall not have been consummated on or prior to the Termination Date, without liability to the terminating Party on account of such termination; provided that the right to terminate this Agreement pursuant to this Section 7.1(b) shall not be available to a Party whose material breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;

- (c) by either ATH or the Purchaser if applicable Regulatory Approvals for the Qualifying Transaction are not received or the regulatory authority has notified in writing to either ATH or the Purchaser that it will not permit the Qualifying Transaction;
- (d) by the Purchaser, if there has been a material breach by ATH or the ATH Shareholders of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.1 or 3.2 which ATH or the ATH Shareholders, as applicable, fails to cure within ten (10) Business Days after written notice thereof is given by the Purchaser;
- (e) by ATH if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.1 or 3.3 which the Purchaser fails to cure within ten (10) Business Days after written notice thereof is given by ATH;
- (f) subject to Section 7.2, by the Purchaser or ATH, if either the Purchaser or ATH breaches its covenants pursuant to Section 9.1 or 9.2, respectively, or enters into a definitive and binding agreement to effect an Alternative Transaction; and
- (g) by any Party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no Party shall be entitled to terminate this Agreement if such Party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

7.2 Break-Fee

In the event this Agreement is terminated pursuant to Section 7.1(f), the Party that breaches its covenants pursuant to Section 9.1 or 9.2 or enters into a definitive and binding agreement to effect an Alternative Transaction shall, within five (5) Business Days of such termination pay a cash payment to the other Party of Cdn\$100,000.

7.3 Effect of Termination

Upon termination of this Agreement in accordance with the terms hereof, the Parties hereto shall have no further obligations under this Agreement, other than the obligations contained in Sections 7.2, 10.3 and 10.8.

ARTICLE 8 INDEMNIFICATION

8.1 Indemnification by the Purchaser

Subject to Section 5.4, the Purchaser shall indemnify and save the ATH Shareholders and ATH harmless for and from:

- (a) any loss, damages or deficiencies suffered by the ATH Shareholders or ATH as a result of any breach of representation, warranty or covenant on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

8.2 **Indemnification by ATH**

Subject to Section 5.4, ATH shall indemnify and save the Purchaser harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach of representation, warranty or covenant on the part of ATH contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

8.3 **Indemnification by Shareholders**

Subject to Section 5.4, each of the ATH Shareholders, on its own behalf, and not on behalf of any other Shareholder, severally (and for greater certainty, not jointly with any other ATH Shareholder) shall indemnify and save the Purchaser harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach by such ATH Shareholder of any representation, warranty or covenant on the part of such ATH Shareholder contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

8.4 **Notice of Claim**

A Party entitled to and seeking indemnification pursuant to the terms of this Agreement (the “**Indemnified Party**”) shall promptly give written notice to the Party or Parties, as applicable, responsible for indemnifying the Indemnified Party (the “**Indemnifying Party**”) of any claim for indemnification pursuant to Sections 8.1, 8.2 and 8.3 (a “**Claim**”), which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a “**Third Party Claim**”) or whether the Claim does not so arise (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

8.5 **Procedure for Indemnification**

- (a) Direct Claims. With respect to Direct Claims, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the

Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such thirty (30) day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.

- (b) Third Party Claims. With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defense of such Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party's out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, shall have the right to participate in the negotiation, settlement or defense of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

8.6 General Indemnification Rules

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

- (a) without limiting the generality of Sections 8.1, 8.2 and 8.3, any Claim for breach of any representation, warranty or covenant shall be subject to Section 5.4;
- (b) the Indemnifying Party's obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed Cdn\$10,000;
- (c) notwithstanding anything to the contrary in this Agreement, the aggregate liability of an Indemnifying Party which is a ATH Shareholder to any and all Indemnified Parties under this Article 7 shall be limited to the amount paid to such Indemnifying Party in respect of its ATH Shares pursuant to Section 2.1 and for greater certainty, no Shareholder shall be liable, in the aggregate, to any and all Indemnified Parties for any amount in excess of the value of its pro rata share of the Payment Shares;
- (d) notwithstanding anything to the contrary in this Agreement, the aggregate liability of ATH or the Purchaser to any and all Indemnified Parties under this Article 7 shall be limited to 10% of the value of the Payment Shares issuable under this Agreement;
- (e) if any Third Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and thereafter seek reimbursement from the Indemnifying Party for any such payment. If any Indemnifying Party pays, or reimburses an Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any

liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party;

- (f) except in the circumstance contemplated by Section 8.5, and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defense of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);
- (g) the Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim;
- (h) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available); and
- (i) the provisions of this Article 7 shall constitute the sole remedy available to a Party against another Party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other Party in this Agreement.

ARTICLE 9

EXCLUSIVITY AND ACCESS

9.1 Obligations of ATH and ATH Shareholders

Prior to the Termination Date, or the earlier termination of this Agreement, neither ATH nor the ATH Shareholders shall, directly or indirectly, negotiate or deal with any party other than with the Purchaser relating to an Alternative Transaction or the sale or disposition of any part of the outstanding shares (including the ATH Shares) or assets of ATH (other than in the ordinary course of business), or solicit enquiries or provide information with respect to same. Notwithstanding the foregoing, nothing contained in this Agreement shall be interpreted to extend to the acts or omissions of any person acting in his or her capacity as a director or officer of ATH or otherwise to fetter the proper exercise of discretion of such person. In addition, nothing contained in this Agreement will prohibit, prevent or restrict ATH from furnishing or providing information in respect of or otherwise responding to or engaging in discussions or negotiations in respect of, an unsolicited Alternative Transaction not resulting from a breach of this Section 9.1, or the directors of ATH, in the fulfilment of their fiduciary duties, from supporting or facilitating any such unsolicited Alternative Transaction, or ATH or the ATH Shareholders from completing any such Alternative Transaction, or entering into a definitive and binding agreement to effect such an Alternative Transaction, if the directors of ATH determine in good faith, after consultation, to the extent considered appropriate by the directors, with its financial and legal advisors, that such unsolicited Alternative Transaction constitutes, or could reasonably be expected to lead to or result in, a transaction that would, if consummated in accordance with its terms, be more favourable to ATH or the ATH Shareholders than the Qualifying Transaction provided, however, that prior to taking such action, the directors of ATH shall have concluded, after considering applicable laws, and receiving advice of outside counsel that such action would be a proper exercise of its fiduciary duties, or is otherwise required under, applicable laws, that it is appropriate that the directors take such action in order to properly discharge their fiduciary duties or that such action is otherwise required under applicable laws.

9.2 Obligations of Purchaser

Prior to the Termination Date, or the earlier termination of this Agreement, the Purchaser shall not, directly or indirectly, negotiate or deal with any party other than ATH relating to an Alternative Transaction involving the Purchaser or the acquisition by the Purchaser of all or any part of the outstanding shares or assets or property of any other person, or solicit enquiries or provide information with respect to same, provided that nothing herein shall prevent the board of directors of the Purchaser from responding to an unsolicited offer in accordance with their fiduciary duties as directors.

ARTICLE 10 GENERAL

10.1 Power of Attorney

Each of the ATH Shareholders hereby severally and irrevocably appoints ATH and any officer or director thereof as its agent and attorney to take any action that is required under the Agreement or to execute and deliver any documents on their behalf, including without limitation, for the purposes of all Closing matters (including without limitation, the transfer of the ATH Shares and the receipt of certificates representing the Payment Shares) and deliveries of documents and do and cause to be done all such acts and things as may be necessary or desirable in connection with the closing matters for the Qualifying Transaction. Without limiting the generality of the foregoing, ATH may, on its own behalf and on behalf of the ATH Shareholders, extend the Time of Closing, modify or waive any conditions as are contemplated herein, negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the Qualifying Transaction (other than any escrow agreements required that an ATH Shareholder may be required to enter into), extend such time periods as may be contemplated herein or terminate this Agreement, in its absolute discretion, as it deems appropriate. Each of the ATH Shareholders hereby acknowledges and agrees that any decision or exercise of discretion made by ATH under this Agreement, shall be final and binding upon the ATH Shareholders so long as such decision or exercise was made in good faith. The Purchaser shall have no duty to enquire into the validity of any document executed or other action taken by ATH on behalf of the ATH Shareholders pursuant to this Article 10.

10.2 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a “**notice**”) shall be in writing shall be in writing addressed as follows:

- (a) if to the Purchaser or the Purchaser Subcos:

CastleCap Capital Inc.
2032 45 Avenue SW
Calgary, Alberta T2T 2P5
Attention: Charles Chebry
E-mail: charleschebry@outlook.com

with a courtesy copy (which copy shall not constitute notice to the Purchaser or the Purchaser Subcos) to:

Pushor Mitchell LLP
301 – 1665 Ellis Street
Kelowna, BC V1Y 2B3
Attention: Keith Inman

Email: inman@pushormitchell.com

- (b) if to ATH or the ATH Shareholders:

ATH (Australia) Pty Ltd.
Unit 15/7 Salisbury Road
Castle Hill, NSW, 2154, Australia
Attention: Shane O'Neill
E-mail: shaneo@athlimited.com

with a courtesy copy (which copy shall not constitute notice to the Purchaser) to:

Borden Ladner Gervais LLP
1900, 520 3rd Ave SW
Calgary, AB T2P 0R3
Attention: Robb McNaughton
Email: rmcnaughton@blg.com

Or such other address as may be designated by notice given by either ATH or the Purchaser to the other in accordance with this Section 10.2. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day. Any notice delivered to ATH in accordance with this Section 10.2 prior to the Time of Closing shall be deemed to have been delivered to each of the ATH Shareholders. The previous sentence of this Section 10.2 shall not apply to a notice given as contemplated in Section 3.4 of the occurrence, or failure to occur, of any event or state of facts which would or would likely to cause any of the representations or warranties of any ATH Shareholder to be untrue or inaccurate or result in the failure by any ATH Shareholder to comply with or satisfy any covenant, condition or agreement, which notice shall not be deemed to have been received by such ATH Shareholder unless delivered to the address of such ATH Shareholder as reflected in the books of ATH (or after the Time of Closing, the books of the Purchaser). Any ATH Shareholder may, from time to time, by notice given in accordance with this Section 10.2, designate or provide an address of such ATH Shareholder for notices to be given after the Time of Closing.

10.3 Confidentiality

Prior to Closing and, if the Qualifying Transaction is not completed, at all times thereafter, each of the Parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other Party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a Party or which subsequently comes into the public domain other than as a result of a breach of such Party's obligations under this Section 10.3. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to applicable laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

10.4 Assignment

No Party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other Parties hereto.

10.5 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns.

10.6 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

10.7 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and is to be treated in all respects as an Alberta contract.

10.8 Expenses

Each Party shall be responsible for and bear all of its own costs and expenses (including any legal, accounting, banking, broker's, finder's, consultant's or other fees or expenses) incurred in connection with the Qualifying Transaction, including fees and expenses of its representatives incurred at any time in connection with pursuing or consummating the Qualifying Transaction. ATH will be responsible for all costs associated with obtaining the requisite regulatory approvals for the Qualifying Transaction, including costs related to TSXV filing fees and any legal opinions in respect of ATH and its assets, if required.

10.9 No Personal Liability

- (a) No director, officer, employee or agent of the Purchaser shall have any personal liability whatsoever to ATH or the ATH Shareholders under this Agreement or any other document delivered in connection with the Qualifying Transaction on behalf of the Purchaser.
- (b) No director, officer, employee or agent of ATH or a corporate ATH Shareholder (in such capacity) shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the Qualifying Transaction on behalf of ATH or a corporate ATH Shareholder, respectively.

10.10 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

10.11 Public Announcements

ATH and the Purchaser shall co-operate with the other in releasing information concerning this Agreement and the transactions contemplated herein, and shall furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by any Party hereto without the prior consent of the other Parties, such consent not to be unreasonably withheld or delayed; provided that nothing contained herein shall prevent any Party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by applicable law.

10.12 Further Assurances

Each Party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

10.13 Entire Agreement

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof including the Letter of Intent. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

10.14 Amendments

No amendment of any provision of this Agreement will be binding on any Party unless consented to in writing by such Party.

10.15 Severability

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

10.16 Remedies Cumulative

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any Party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

10.17 Counterparts

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

10.18 Independent Legal Advice

EACH ATH SHAREHOLDER ACKNOWLEDGES, CONFIRMS AND AGREES THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO SEEK AND WAS NOT PREVENTED OR DISCOURAGED BY ANY PARTY HERETO FROM SEEKING INDEPENDENT LEGAL ADVICE PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THAT, IN THE EVENT THAT ANY ATH SHAREHOLDER DID NOT AVAIL HIMSELF/HERSELF/ITSELF WITH THAT OPPORTUNITY PRIOR TO SIGNING THIS AGREEMENT, SUCH ATH SHAREHOLDER DID SO VOLUNTARILY WITHOUT ANY UNDUE PRESSURE AND AGREES THAT SUCH SHAREHOLDER'S FAILURE TO

OBTAIN INDEPENDENT LEGAL ADVICE SHALL NOT BE USED BY HIM/HER/IT AS A DEFENCE TO THE ENFORCEMENT OF HIS/HER/ITS OBLIGATIONS UNDER THIS AGREEMENT.

[Signature pages follow.]

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the date first above written.

CASTLECAP CAPITAL INC.

By: signed "Charles Chebry"
 Name: Charles Chebry
 Title: Director

2217317 ALBERTA LTD.

By: signed "Charles Chebry"
 Name: Charles Chebry
 Title: Director

2435621 ALBERTA LTD.

By: signed "Charles Chebry"
 Name: Charles Chebry
 Title: Director

ATH (AUSTRALIA) PTY LTD

By: signed "Shane O'Neill"
 Name: Shane O'Neill
 Title: Managing Director

CCI FINCO LIMITED

By: signed "Shane O'Neill"
 Name: Shane O'Neill
 Title: Director

CCI ACQCO PTY LIMITED

By: signed "Shane O'Neill"
 Name: Shane O'Neill
 Title: Director

ATH Shareholders:

<i>"signed"</i> Name:	<i>"signed"</i> Name:
<i>"signed"</i> Name:	<i>"signed"</i> Name:
<i>"signed"</i> Name:	<i>"signed"</i> Name:
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<u>"signed"</u> Name:	<u>"signed"</u> Name:

[REDACTED] _____ <i>"signed"</i> Name: [REDACTED]	[REDACTED] [REDACTED] [REDACTED] _____ <i>"signed"</i> Name: [REDACTED]
[REDACTED] [REDACTED] [REDACTED] _____ <i>"signed"</i> Name: [REDACTED]	[REDACTED] _____ <i>"signed"</i> Name: [REDACTED]
[REDACTED] _____ <i>"signed"</i> Name: [REDACTED]	[REDACTED] [REDACTED] _____ <i>"signed"</i> Name: [REDACTED]
[REDACTED] _____ <i>"signed"</i> Name: [REDACTED]	[REDACTED] [REDACTED] _____ <i>"signed"</i> Name: [REDACTED]
[REDACTED] _____ <i>"signed"</i> Name: [REDACTED]	[REDACTED] [REDACTED] _____ <i>"signed"</i> Name: [REDACTED]

[REDACTED] _____ <i>"signed"</i> Name: [REDACTED]	[REDACTED] _____ <i>"signed"</i> Name: [REDACTED]
[REDACTED] [REDACTED] _____ <i>"signed"</i> Name: [REDACTED]	[REDACTED] _____ <i>"signed"</i> Name:
[REDACTED] [REDACTED] [REDACTED] _____ <i>"signed"</i> Name: [REDACTED]	[REDACTED] _____ <i>"signed"</i> Name: [REDACTED]
[REDACTED] _____ <i>"signed"</i> Name: [REDACTED]	[REDACTED] _____ <i>"signed"</i> Name: [REDACTED]

Schedule A
Shareholders of ATH

Name and Address of Shareholder	Number of ATH Shares	Number of Payment Shares
[REDACTED]	7,000,000	8,977,438
[REDACTED]	9,661,667	12,391,002
[REDACTED]	9,661,667	12,391,002
[REDACTED]	2,278,572	2,922,248
[REDACTED]	800,000	1,025,993
[REDACTED]	160,000	205,199
[REDACTED]	40,000	51,300
[REDACTED]	100,000	128,249
[REDACTED]	100,000	128,249
[REDACTED]	100,000	128,249
[REDACTED]	100,000	128,249
[REDACTED]	60,000	76,949
[REDACTED]	80,000	102,599
[REDACTED]	120,000	153,899
[REDACTED]	400,000	512,996
[REDACTED]	800,000	1,025,993
[REDACTED]	100,000	128,249
[REDACTED]	16,000	20,520
[REDACTED]	200,000	256,498
[REDACTED]	80,000	102,599
[REDACTED]	16,000	20,520
[REDACTED]	2,000,000	2,564,982
[REDACTED]	200,000	256,498
[REDACTED]	528,000	677,155

Name and Address of Shareholder	Number of ATH Shares	Number of Payment Shares
	100,000	128,249
	60,000	76,949
	55,000	70,537
	100,000	128,249
	25,000	32,062
	25,000	32,062
	15,000	19,237
	200,000	256,498
	50,000	64,125
	50,000	64,125
	100,000	128,249
	50,000	64,125
	200,000	256,498
	30,000	38,475
	30,000	38,475
	10,000	12,825
	485,000	622,008
	2,176,666	2,791,557
	200,000	256,498
	171,428	219,855
	350,000	448,872
Cancelled Options		
	1,306,042	1,674,987
	593,302	760,905
	564,283	723,688
	-	1,714,255
TOTAL	41,548,627	55,000,000

Optionholders of ATH

Name and Address of Option holder	Number of ATH Options	Exercise Price	Expiry Date	Vesting Restrictions
	2,817,074	AUD 0.25	20-Aug-25	Vested
	1,341,463	AUD 0.25	14-Oct-25	
	1,341,463	AUD 0.25	17-Sep-26	
TOTAL	5,500,000			

Schedule B
Australia Finco Share Exchange Agreement

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (the “**Agreement**”) is made as of the ● day of ●, 2022

AMONG:

ATH HEALTH LTD. (formerly named CastleCap Capital Inc.), a corporation existing under the *Business Corporations Act* (Alberta)

(the “**Purchaser**”)

- and -

Each of the individuals or entities set out in Schedule “A” attached to this Agreement

(the “**Vendors**”)

WHEREAS:

- A. the Vendors are the registered and beneficial owners of ordinary shares in the capital of CCI Finco Limited (“**Australia Finco**”), as more particularly described in Schedule “A” attached to this Agreement (the “**Purchased Shares**”);
- B. the Purchaser and Australia Finco, together with ATH (Australia) Pty Ltd. (“**ATH**”), the shareholders of ATH, CCI Acqco Limited, 2217317 Alberta Ltd. (“**Alberta Finco**”) and 2435621 Alberta Ltd., are parties to a business combination agreement dated ●, 2022, (collectively, the “**Business Combination Agreement**”);
- C. pursuant to the Business Combination Agreement, the Purchaser agreed to acquire all of the issued and outstanding ordinary shares of Australia Finco from the holders thereof, in exchange for the issuance by the Purchaser of common shares of the Purchaser on the basis of one Resulting Issuer Share (as defined in the Business Combination Agreement) for each ordinary share of Australia Finco, in conjunction with and conditional upon the concurrent purchase by the Purchaser of all of the ordinary shares of ATH and the acquisition of all of the common shares of Alberta Finco pursuant to an amalgamation, as a reverse takeover of the Purchaser by the shareholders of ATH, Alberta Finco and Australia Finco (collectively, the “**Transaction**”);
- D. each of the Vendors desires to sell, and Purchaser desires to purchase, the Purchased Shares upon and subject to the terms and conditions hereinafter set forth;
- E. it is a condition to the obligations of the Purchaser to complete the Transaction that this Agreement is executed and delivered to and in favour of the Purchaser by the Vendors; and
- F. capitalized terms not specifically defined in this Agreement have the meaning ascribed to them in the Business Combination Agreement.

NOW THEREFORE in consideration of the premises and the covenants, agreements, representations and warranties herein, the sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Purchase and Sale

The Vendors hereby sell to the Purchaser and the Purchaser hereby purchases from the Vendors the Purchased Shares for the consideration and upon the terms and conditions hereinafter set forth, as of the date of this Agreement.

2. Purchase Price

The purchase price for the Purchased Shares shall be **[Cdn\$1.00]** per Purchased Share (the “**Purchase Price**”). The Purchase Price shall be paid and satisfied by the Purchaser allotting, issuing and delivering to the Vendors Resulting Issuer Shares on the basis of one (1) Resulting Issuer Share for each one (1) Purchased Share. The Resulting Issuer Shares issued in satisfaction of the Purchase Price (the “**Payment Shares**”) shall be issued at a deemed price of **[Cdn\$1.00]** per share as fully paid and non-assessable common shares in the capital of the Purchaser.

3. Closing

- (a) The completion of the Transaction shall take place at the Closing Date at the Time of Closing (each as defined and set out in the Business Combination Agreement) (the “**Closing**”).
- (b) The Vendors shall deliver to the Purchaser certificates or other documentary evidence representing the Purchased Shares together with duly endorsed forms of transfer irrevocably and unconditionally authorizing the transfer of the Purchased Shares to the Purchaser.
- (c) Upon receipt of the materials prescribed in Section 3(b), the Purchaser shall deliver to the Vendors a certificate or other documentary evidence representing the Payment Shares.
- (d) Each of the Vendors hereby acknowledges and agrees that some or all of the Payment Shares may be subject to escrow restrictions as required by the TSX Venture Exchange and hereby agrees to deposit any applicable Payment Shares received by them into escrow and to sign and complete an escrow agreement in the form required by the TSX Venture Exchange.
- (e) The Purchaser does not assume and will not be liable for any taxes that may be or become payable by the Vendors.

4. Vendors’ Representations and Warranties

Each of the Vendors severally represents and warrants as follows to the Purchaser and acknowledges and confirms that the Purchaser is relying upon these representations and warranties in connection with the Transaction:

- (a) the Vendor legally and beneficially owns the Purchased Shares free and clear of any encumbrances and no individual, partnership, corporation or other person has any agreement, option or right capable of becoming an agreement for the purchase of the Purchased Shares;
- (b) if the Vendor is:

- (i) a corporation, the Vendor is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Agreement, to receive the Payment Shares as contemplated herein and to carry out and perform its obligations under the terms of this Agreement and the individual signing this Agreement has been duly authorized to execute and deliver this Agreement;
 - (ii) a partnership, syndicate or other form of unincorporated organization, the Vendor has the necessary legal capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof and the individual signing this Agreement has been duly authorized to execute and deliver this Agreement; or
 - (iii) an individual, the Vendor is of the full age of majority in his or her jurisdiction of residence and is legally competent to execute this Agreement and to observe and perform his or her covenants and obligations hereunder.
- (c) this Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except: (i) as may be limited by bankruptcy, reorganization, insolvency and similar laws of general application relating to or affecting the enforcement of creditors' rights or the relief of debtors; and (ii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.
- (d) the execution, delivery and performance by the Vendor of this Agreement does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):
- (i) if the Vendor is a corporation, result in a violation of its articles, bylaws, constitution, or similar constating documents;
 - (ii) result in the violation of any law applicable to it or its business;
 - (iii) result in the creation of any encumbrance on any of the Purchased Shares to be sold by it pursuant to the Transaction; or
 - (iv) conflict with, result in the breach of or constitute a default or give to others a right of termination, cancellation or revocation, the creation or acceleration of any obligation under or the loss of any material benefit under, or the creation of any benefit or right of any third party under any contract to which it is a party.
- (e) the Purchaser has advised the Vendor that the Purchaser is relying on an exemption from the requirements to provide the Vendor with a prospectus and to sell securities through a person or company registered to sell securities under the Securities Act (Alberta) and other applicable securities laws and, as a consequence of acquiring Payment Shares pursuant to this exemption, certain protections, rights and remedies provided by the Securities Act (Alberta) and other applicable securities laws, including statutory rights of rescission or damages, will not be available to the Vendor;

- (f) no person has made to the Vendor any written or oral representations:
 - (i) that any person will resell or repurchase any of the Payment Shares;
 - (ii) that any person will refund the purchase price of any of the Payment Shares; or
 - (iii) as to the future price or value of any of the Payment Shares.
- (g) the Vendor is aware that the Payment Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the “1933 Act”) or the securities laws of any state of the United States and that the Payment Shares may not be offered or sold, directly or indirectly, in the United States or to U.S. Persons (as defined in Regulation S under the 1933 Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) without registration under the 1933 Act and applicable state securities laws or in compliance with an exemption from the registration requirements of the 1933 Act and the applicable laws of all applicable states and the Vendor acknowledges that the Purchaser has no present intention of filing a registration statement under the 1933 Act or applicable state securities laws with respect to the Payment Shares or their resale;
- (h) the Vendor is resident in or otherwise subject to applicable securities laws of a jurisdiction other than Canada or the United States and the Vendor confirms, represents and warrants that:
 - (i) the Vendor is a resident of the jurisdiction of its address set forth in Schedule “A” (the “International Jurisdiction”) and it is not acquiring the Payment Shares with a view to the resale or distribution of the Payment Shares in Canada or the United States;
 - (ii) the Vendor is knowledgeable of, or has been independently advised as to, the applicable securities laws of the International Jurisdiction and which would apply to the acquisition of the Payment Shares;
 - (iii) the Vendor is acquiring the Payment Shares pursuant to exemptions from the prospectus or registration requirements or equivalent requirements under applicable securities laws or, if such is not applicable, the Vendor is permitted to acquire the Payment Shares under the applicable securities laws of the International Jurisdiction without the need to rely on any exemptions;
 - (iv) the applicable securities laws of the International Jurisdiction do not require the Purchaser to make any filings or seek any approvals of any kind whatsoever from any securities regulator of any kind whatsoever in the International Jurisdiction in connection with the issue of the Payment Shares and sale or resale of the Payment Shares;
 - (v) the acquisition of the Payment Shares by the Vendor complies in all respects to the applicable securities laws of the International Jurisdiction, and does not trigger:

- (A) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such purchase in the International Jurisdiction;
 - (B) any registration obligation of the Purchaser in the International Jurisdiction; or
 - (C) any continuous disclosure reporting obligation of the Purchaser in the International Jurisdiction;
- (vi) the Vendor will not sell or otherwise dispose of any Payment Shares, except in accordance with the applicable securities laws of the International Jurisdiction; and
 - (vii) the Vendor will, if requested by the Purchaser, deliver to the Purchaser a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred in subparagraphs (iii), (iv) and (v) above to the satisfaction of the Purchaser, acting reasonably.

5. Survival of Representations and Warranties

The representations and warranties contained in Section 4 of this Agreement shall survive the closing of the Transaction and, notwithstanding such completion, shall remain in full force and effect for the benefit of the Purchaser provided always that no claim with respect to the representations and warranties shall be made by the Purchaser unless written notice of such claim shall have been given to the Vendor within two years from the date of this Agreement

6. Further Assurances

The parties shall from time to time do, make and execute all such documents, additional conveyances, transfers and other acts, matters and things as may be reasonably required to transfer the Purchased Shares to the Purchaser and for the Purchaser to deliver the Payment Shares to the Vendors, and to otherwise give effect to the Business Combination Agreement, this Agreement and the Transaction.

7. Personal Information

Each of the Vendors hereby consents to the collection and disclosure of his or her personal information in connection with the transactions contemplated by this Agreement, including without limitation the Transaction, and acknowledges and consents to the fact that the Purchaser is collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the Vendors for the purposes of completing this Agreement and the transactions contemplated hereby. Each Vendor acknowledges and consents to the Purchaser retaining such personal information for as long as permitted or required by applicable laws. Each Vendor further acknowledges and consents to the fact that the Purchaser may be required by applicable securities laws, including the policies of the TSX Venture Exchange to provide Governmental Authority with any personal information provided by the Vendors in this Agreement and each Vendor further consents to the public disclosure of such information, including this Agreement in its entirety, by electronic filing or by any other means to:

- (a) the TSX Venture Exchange or securities regulatory authorities;

- (b) the Purchaser's registrar and transfer agent;
- (c) tax authorities;
- (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada); and
- (e) any other applicable Governmental Authority requiring such information.

In addition, each Vendor hereby acknowledges and agrees to:

- (f) the disclosure of Personal Information (as defined in Appendix 6B of Form 3B2 of the policies of the TSX Venture Exchange) by the Purchaser to the Exchange (as defined in Appendix 6B of Form 3B2 of the policies of the TSX Venture Exchange) pursuant to the filing statement to be filed by the Purchaser; and
- (g) the collection, use and disclosure of Personal Information by the TSX Venture Exchange for the purposes described in Appendix 6B of Form 3B2 of the policies of the TSX Venture Exchange or as otherwise identified by the TSX Venture Exchange, from time to time.

8. Assignment

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns. None of the Vendors may assign any of their rights or obligations hereunder without the prior written consent of the Purchaser. The Purchaser may not assign any of its rights or obligations hereunder without the prior written consent of the Vendors.

9. Amendment

No modification or amendment to this Agreement may be made unless agreed to by the parties hereto in writing.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Alberta, Canada and the federal Laws of Canada applicable therein. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta in respect of all matters arising under or in relation to this Agreement.

11. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be considered to be an original and together shall constitute one and the same document. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement.

ATH HEALTH LTD.

Per: _____
Name:
Title:

Vendors:

[VENDORS]

Per: _____
Name:
Title: Attorney-in-fact

Schedule “A”

Vendors and Purchased Shares

[illegible]

Schedule C
Amalgamation Agreement

AMALGAMATION AGREEMENT

THIS AGREEMENT is made as of the ● day of ●, 2022

BETWEEN:

2217317 ALBERTA LTD., a corporation existing under the *Business Corporations Act* (Alberta)

(“**Alberta Finco**”)

- and -

ATH HEALTH LTD. (formerly named CastleCap Capital Inc.), a corporation existing under the *Business Corporations Act* (Alberta)

(“**Parent**”)

- and -

2435621 ALBERTA LTD., a corporation existing under the *Business Corporations Act* (Alberta)

(“**Alberta Subco**”)

WHEREAS Alberta Subco is a wholly-owned subsidiary of Parent and has not carried on active business;

AND WHEREAS Alberta Finco and Alberta Subco agreed to amalgamate pursuant to the provisions of the Act (as defined herein) on the terms and subject to the conditions set forth herein;

AND WHEREAS Parent, Alberta Finco and Alberta Subco are parties to the Business Combination Agreement (as defined herein) which contemplates such amalgamation;

AND WHEREAS on the amalgamation of Alberta Finco and Alberta Subco pursuant to the provisions of the Act, among other things, the holders of common shares of Alberta Finco will receive one common share of Parent for each common share of Alberta Finco held;

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

ARTICLE 1 **DEFINITIONS AND INTERPRETATION**

1.1 Definitions

In this Amalgamation Agreement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them below:

- (a) “**Act**” means the *Business Corporations Act* (Alberta), as from time to time amended or re-enacted;

- (b) **“Alberta Finco”** means 2217317 Alberta Ltd., a corporation existing under the Act;
- (c) **“Alberta Finco Shareholder”** means a holder of Alberta Finco Shares from time to time, and **“Alberta Finco Shareholders”** means all of such holders;
- (d) **“Alberta Finco Shares”** means the Class A common shares in the capital of Alberta Finco, as presently constituted on the date hereof;
- (e) **“Alberta Subco”** means 2435621 Alberta Inc., a wholly-owned subsidiary of Parent existing under the Act;
- (f) **“Amalco”** means the corporation formed upon the amalgamation of the Amalgamating Parties pursuant to the Amalgamation;
- (g) **“Amalco Shares”** means the common shares in the capital of Amalco which Amalco will be authorized to issue upon completion of the Amalgamation;
- (h) **“Amalgamating Parties”** means, collectively, Alberta Finco and Alberta Subco;
- (i) **“Amalgamation”** means the amalgamation of the Amalgamating Parties pursuant to Section 181 of the Act as contemplated by this Amalgamation Agreement;
- (j) **“Amalgamation Agreement”** means this amalgamation agreement, including any exhibits attached hereto, as amended or supplemented from time to time;
- (k) **“Applicable Law(s)”** means all laws, statutes, codes, ordinances, decrees, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or licence of any Government Authority, that, in a context that refers to one or more Persons, apply to the Person or Persons, or its or their business, undertaking, property or securities, and emanate from a Government Authority having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;
- (l) **“Articles of Amalgamation”** means the articles of amalgamation providing for the Amalgamation to be filed with the Registrar by the Amalgamating Parties in order to effect the Amalgamation pursuant to subsection 185(1) of the Act, in the form annexed hereto as Exhibit A;
- (m) **“Business Combination Agreement”** means the business combination agreement dated ●, 2022 among Parent, Alberta Finco, Alberta Subco, CCI Finco Limited, CCI Acqco Pty Limited, ATH (Australia) Pty Ltd. and its shareholders including any schedules attached thereto, as amended or supplemented from time to time in accordance with the provisions thereof;
- (n) **“Business Day”** means any day other than a Saturday or Sunday or a day recognized as a holiday in Calgary, Alberta;
- (o) **“CDS”** means CDS Clearing and Depository Services Inc.;

- (p) **“Certificate of Amalgamation”** means the certificate of amalgamation issued by the Registrar on receipt of the Articles of Amalgamation pursuant to subsection 185(4) of the Act;
- (q) **“Dissenting Shareholder”** means a registered Alberta Finco Shareholder who, in connection with the special resolution of the Alberta Finco Shareholders approving the Amalgamation, has exercised the right to dissent pursuant to section 191 of the Act in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his, her or its Alberta Finco Shares and who has not withdrawn the notice of objection as permitted by section 191 of the Act;
- (r) **“Effective Date”** means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation;
- (s) **“Effective Time”** means 12:01 a.m. (Calgary time) on the Effective Date;
- (t) **“fair value”** where used in relation to an Alberta Finco Share held by a Dissenting Shareholder, means fair value as determined by a court under section 191 of the Act or as agreed between Alberta Finco and the Dissenting Shareholder;
- (u) **“Former Alberta Finco Shareholders”** means, following the Effective Time, the Alberta Finco Shareholders immediately prior to the Effective Time;
- (v) **“Government Authority”** means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency, authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for certainty, includes the TSXV;
- (w) **“Parent”** means ATH Diagnostics Ltd., formerly named Castlecap Capital Inc., a corporation existing under the Act;
- (x) **“Parent Shares”** means the common shares in the capital of Parent, after giving effect to the Share Consolidation (as defined in the Business Combination Agreement);
- (y) **“Person”** includes any individual, firm, partnership, joint venture, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Government Authority, syndicate or other entity, whether or not having legal status;
- (z) **“Registrar”** means the Registrar of Corporations or a Deputy Registrar of Corporations under section 263 of the Act; and
- (aa) **“TSXV”** means the TSX Venture Exchange.

In addition, words and phrases used (but not defined) herein and defined in the Act shall have the same meaning herein as in the Act unless the context otherwise requires.

1.2 Interpretation Not Affected by Headings

The division of this Amalgamation Agreement into articles and sections and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Amalgamation Agreement. The terms “this Amalgamation Agreement”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions refer to this Amalgamation Agreement and the exhibits attached hereto and not to any particular article, section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto or thereto.

1.3 Number and Gender

In this Amalgamation Agreement, unless the context otherwise requires, words importing the singular only shall include the plural and vice versa, and words importing gender shall include all genders.

1.4 Date for any Action

If the date on which any action is required to be taken hereunder by any party hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Statutory References

Any reference in this Amalgamation Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute or regulation in force from time to time and every statute or regulation that supplements or supersedes such statute or regulations.

ARTICLE 2 **AGREEMENT TO AMALGAMATE**

2.1 Amalgamation

The Amalgamating Parties hereby agree to amalgamate pursuant to section 181 of the Act as of the Effective Date and to continue as one corporation upon the terms and subject to the conditions contained in this Amalgamation Agreement.

2.2 Business Combination Agreement

This Amalgamation Agreement is made pursuant to, is subject to the provisions of and forms part of the Business Combination Agreement.

ARTICLE 3 **THE AMALGAMATION**

3.1 The Amalgamation

Unless otherwise noted, at the Effective Time, the following shall occur without any further act or formality:

- (a) the amalgamation of the Amalgamating Parties and their continuance as one corporation, Amalco, shall become effective, and
 - (i) the property of each Amalgamating Party shall continue to be the property of Amalco;
 - (ii) Amalco shall continue to be liable for the obligations of each Amalgamating Party;

- (iii) an existing cause of action, claim or liability to prosecution shall be unaffected;
 - (iv) a civil, criminal or administrative action or proceeding pending by or against an Amalgamating Party may be continued to be prosecuted by or against Amalco;
 - (v) a conviction against, or ruling, order or judgment in favour of or against, an Amalgamating Party may be enforced by or against Amalco; and
 - (vi) the Articles of Amalgamation shall be deemed to be the articles of incorporation of Amalco and the Certificate of Amalgamation shall be deemed to be the certificate of incorporation of Amalco;
- (b) each Alberta Finco Share outstanding immediately prior to the Effective Time held by a Dissenting Shareholder will be cancelled and become an entitlement to be paid the fair value of such share;
 - (c) each Alberta Finco Share (other than those formerly held by Dissenting Shareholders and cancelled pursuant to (b) immediately above) outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, the Former Alberta Finco Shareholder of such Alberta Finco Share shall receive (subject to Section 3.2) one fully paid and non-assessable Parent Shares issued by Parent;
 - (d) each common share of Alberta Subco outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, Amalco shall issue one Amalco Share to Parent;
 - (e) as consideration for the issue by Parent of the Parent Shares pursuant to Section 3.1(c) hereof to effect the Amalgamation, Amalco shall issue to Parent one Amalco Share for each Parent Share so issued; and
 - (f) Amalco will be a wholly-owned subsidiary of Parent;

3.2 No Fractional Securities

Following the Effective Time, if the aggregate number of Parent Shares to which a Former Alberta Finco Shareholder would otherwise be entitled pursuant to Section 3.1(c) is not a whole number, then the number of Parent Shares, shall be rounded down to the next whole number and no compensation will be paid to the Former Alberta Finco Shareholder, in respect of such fractional Parent Share.

3.3 Post-Effective Time Procedures

Subject to the provisions of Article 5 hereof, Former Alberta Finco Shareholders shall be entitled to receive delivery of the certificates, Direct Registration System advices or electronic positions within CDS, as applicable, representing the Parent Shares, to which they are entitled pursuant to Section 3.1(c), subject to Section 3.2 hereof.

3.4 Stated Capital

At the Effective Time, Amalco shall add to the stated capital account maintained by Amalco for the Amalco Shares an amount equal to the aggregate of the amount of the stated capital account maintained by Alberta Subco in respect of the common shares of Alberta Subco immediately prior to the Effective Time and the

amount of the stated capital account maintained by Alberta Finco in respect of the Alberta Finco Shares (other than Alberta Finco Shares held by Dissenting Shareholders) immediately prior to the Effective Time.

ARTICLE 4

AMALCO

4.1 Name

The name of Amalco shall be “●”.

4.2 Authorized Capital

Amalco shall be authorized to issue an unlimited number of common shares (being the Amalco Shares).

4.3 Share Provisions

The rights, privileges, restrictions and conditions attaching to the Amalco Shares shall be as set out in the Articles of Amalgamation attached hereto as Exhibit A.

4.4 Restrictions on Share Transfers

The right to transfer shares of Amalco shall be restricted in that no shareholder shall be entitled to transfer any share or shares in the capital of Amalco unless the board of directors of Amalco has approved the transfer.

4.5 Directors

- (a) **Minimum and Maximum.** The directors of Amalco shall, until otherwise changed in accordance with the Act, consist of a minimum number of one and a maximum number of ten directors.
- (b) **Initial Director.** The number of directors of Amalco shall initially be set at one. The initial director of Amalco immediately following the Amalgamation shall be the individual whose name and address appears below:

Name	Address
●	●

The initial director shall hold office from the Effective Date until the first annual general meeting of Amalco or until his successor is elected or appointed.

4.6 Business

There shall be no restrictions on the businesses that Amalco is authorized to carry on.

4.7 Other Provisions

Subject to the provisions of the Act, the following provisions shall apply to Amalco:

- (a) The right to transfer securities of Amalco (other than non-convertible debt securities of Amalco) shall be restricted in that no securityholder shall be entitled to transfer any securities of Amalco unless the board of directors of Amalco has approved the transfer.

- (b) Amalco shall have a lien on the shares registered in the name of a shareholder or the shareholder's legal representative for a debt of that shareholder to Amalco.
- (c) The directors may, between annual general meetings, appoint one or more additional directors of Amalco to serve until the next annual general meeting, but the number of additional directors shall not at any time exceed 1/3 of the number of directors who held office at the expiration of the last annual general meeting of Amalco.

4.8 By-Laws

The by-laws of Amalco, until repealed, amended or altered, shall be the by-laws of Alberta Finco.

ARTICLE 5 **DELIVERY OF PARENT SECURITIES**

5.1 Delivery of Parent Shares

- (a) In accordance with normal commercial practice, as soon as practicable following the Effective Time, Parent shall issue or cause to be issued certificates, Direct Registration System advices or electronic positions within CDS representing the appropriate number of Parent Shares to the Former Alberta Finco Shareholders (other than Dissenting Shareholders) by causing the registrar and transfer agent of Parent (i) to forward to each Former Alberta Finco Shareholder, at the address specified in the central securities register maintained by Alberta Finco, the certificates or Direct Registration System advices representing the Parent Shares to which such Former Alberta Finco Shareholder is entitled to receive in accordance with Section 3.3 hereof, or (ii) in respect of Alberta Finco Shares registered in the name of CDS, to deposit electronic positions within CDS representing the appropriate number of Parent Shares.
- (b) After the Effective Time, each certificate which immediately prior to the Effective Time represented one or more Alberta Finco Shares held by a Former Alberta Finco Shareholder shall cease to represent any claim upon or interest in Alberta Finco other than the right of the registered holder thereof to receive the number of Parent Shares to which it is entitled pursuant to the terms hereof and the Amalgamation.

5.2 Withholding Rights

Parent and Amalco shall be entitled to deduct and withhold from any amount otherwise payable to any Former Alberta Finco Shareholder such amounts as Parent and Amalco is required or permitted to deduct and withhold with respect to such payment under the *Income Tax Act* (Canada), the United States Internal Revenue Code of 1986 or any provision of any Applicable Laws. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Former Alberta Finco Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

ARTICLE 6
ARTICLES OF AMALGAMATION

6.1 Filing

Upon the shareholders of each of the Amalgamating Parties approving this Amalgamation Agreement in accordance with the provisions of the Act and the satisfaction or waiver, in accordance with the provisions of the Business Combination Agreement, of the conditions set forth in Article 8 of the Business Combination Agreement, the Amalgamating Parties shall jointly file with the Registrar the Articles of Amalgamation in the form annexed hereto as Exhibit A and such other documents as may be required in connection therewith.

ARTICLE 7
AMENDMENT AND TERMINATION

7.1 Amendment

This Amalgamation Agreement may be amended at any time and from time to time prior to the Effective Date by mutual written agreement of the parties hereto.

7.2 Termination

Subject to the provisions of the Business Combination Agreement, this Amalgamation Agreement may, prior to the issue of the Certificate of Amalgamation, be terminated by the directors of either of the Amalgamating Parties, notwithstanding the approval of this Amalgamation Agreement by the shareholders of either or both of the Amalgamating Parties, and shall be conclusively deemed to have been so terminated upon the termination of the Business Combination Agreement in accordance with the provisions thereof.

ARTICLE 8
GENERAL

8.1 Governing Law

This Amalgamation Agreement shall be governed by, and be construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each party hereto hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Alberta in respect of all matters arising under or in relation to this Amalgamation Agreement.

8.2 Execution in Counterparts

This Amalgamation Agreement may be executed by original or facsimile signature and in one or more counterparts, each of which shall conclusively be deemed to be an original and all such counterparts collectively shall be conclusively deemed to be one and the same.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

ATH HEALTH LTD.

By: _____
Name:
Title:

2217317 ALBERTA LTD.

By: _____
Name:
Title:

2435621 ALBERTA LTD.

By: _____
Name:
Title:

EXHIBIT A
ARTICLES OF AMALGAMATION

See attached.