FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

Filing Date: **2024-08-15** | Period of Report: **2024-06-30**
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FILER

ALTEROLA BIOTECH INC.
CIK:**1442999**| IRS No.: **821317032** | Fiscal Year End: **0331**
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SIC: **2833** Medicinal chemicals & botanical products

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

☒Quarterly Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended **June 30, 2024**

☐Transition Report pursuant to 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from _____ to _____

Commission File Number: **333-156091**

Alterola Biotech, Inc.

(Exact name of Registrant as specified in its charter)

Nevada	**82-1317032**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

47 Hamilton Square Birkenhead Merseyside
CH41 5AR United Kingdom
(Address of principal executive offices)

+44 151 601 9477
(Registrant's telephone number)

_____
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days
[X] Yes [ ] No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 229.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). [X] Yes [ ] No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company.

☐ Large accelerated Filer	☐ Accelerated Filer
☒ Non-accelerated Filer	☒ Smaller reporting company
	☐ Emerging growth company

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
[ ] Yes [X] No

State the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: 1,459,502,018 shares as of August 14, 2024.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

Our consolidated financial statements included in this Form 10-Q are as follows:

F-1 Consolidated Balance Sheets as of June 30, 2024 (unaudited) and March 31, 2024 (audited);

F-2 Consolidated Statements of Operations for the three months ended June 30, 2024 and 2023 (unaudited);

F-3 Consolidated Statement of Stockholders' Deficit for the three months ended June 30, 2024 and 2023 (unaudited);

F-4 Consolidated Statements of Cash Flow for the three months ended June 30, 2024 and 2023 (unaudited);

F-5 Notes to Consolidated Financial Statements.

These consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial information and the Securities Exchange Commission ("SEC") instructions to Form 10-Q. In the opinion of management, all adjustments considered necessary for a fair presentation have been included. Operating results for the interim period ended June 30, 2024 are not necessarily indicative of the results that can be expected for the full year.

ALTEROLA BIOTECH, INC.
CONSOLIDATED BALANCE SHEETS
AS OF JUNE 30, 2024 AND MARCH 31, 2024

	June 30, 2024 (Unaudited)	March 31, 2024 (Audited)*
ASSETS		
Current Assets		
Bank	$ 10,955	$ 2,654
Inventories	1,011	1,009
Total Current Assets	11,966	3,663
TOTAL ASSETS	$ 11,966	$ 3,663
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current Liabilities		
Accounts payable	$ 865,724	$ 825,210
Accrued expenses	490,164	362,451
Loan payable, related party	151,747	145,603
Total Current Liabilities	1,507,635	1,333,264
Convertible Note Payable	—	—
Total Liabilities	1,507,635	1,333,264
Stockholders' Equity (Deficit)		
Preferred Stock, $0.001 par value, 10,000,000 shares authorized, -0- shares issued and outstanding	—	—
Common Stock, $0.001 par value, 2,000,000,000 shares authorized, 1,467,475,449 and 1,382,662,952 shares issued and outstanding, respectively	1,467,484	1,382,663
Additional paid-in capital	9,885,765	9,663,951
Accumulated deficit	(12,835,373)	(12,416,075)
Foreign currency translation adjustment	(13,545)	39,860
Total Stockholders' Equity (Deficit)	(1,495,669)	(1,329,601)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 11,966	$ 3,663

* Derived from audited information

See accompanying notes to financial statements.

ALTEROLA BIOTECH, INC.
UNAUDITED CONSOLIDATED STATEMENT OF OPERATIONS
FOR THE THREE MONTHS ENDED JUNE 30, 2024 AND 2023

	Three months ended June 30, 2024	Three months ended June 30, 2023

REVENUES	$ —	—
OPERATING EXPENSES		
Accounting and audit fees	79,930	48,938
Professional fees	2,301	5,290
Research and development	19,135	—
Legal fees	281	—
Directors fees and expenses	—	171,000
Consulting fees	289,058	317,741
Salaries and wages	43,663	35,939
General and administrative expenses	13,005	6,292
TOTAL OPERATING EXPENSES	447,373	585,200
LOSS FROM OPERATIONS	(447,373)	(585,200)
OTHER INCOME (EXPENSE)		
Gain on conversion of debt	—	138,163
Exchange differences	28,075	—
TOTAL OTHER INCOME (EXPENSE)	28,075	138,163
PROVISION FOR INCOME TAXES	—	—
NET LOSS	$ (419,298)	(447,037)
NET LOSS PER SHARE: BASIC AND DILUTED	$ (0.00)	$ (0.00)
WEIGHTED AVERAGE NUMBER OF SHARES OUTSTANDING: BASIC AND DILUTED	1,429,742,622	807,047,948
NET LOSS	(419,298)	(447,037)
Foreign translation adjustment	(53,405)	(77,779)
COMPREHENSIVE LOSS	(472,703)	(524,816)

See accompanying notes to financial statements.

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ALTEROLA BIOTECH, INC.
CONSOLIDATED STATEMENT OF STOCKHOLDERS' DEFICIT
FOR THE THREE MONTHS ENDED JUNE 30, 2024 AND 2023

	Common stock		Treasury Shares stock						
	Shares	**Amount**	**Shares**	**Amount**	**Additional paid in capital**	**Stock Subscription**	**Accumulated other comprehensive income (loss)**	**Accumulated Deficit**	**Stockholders' Equity (deficit)**
Balance, March 31, 2023	**807,047,948**	**$807,048**	**—**	**—**	**18,927,919**	**$ —**	**$ 67,873**	**$ (10,041,696)**	**$ 9,7641,144**
Foreign currency translation	—	—	—	—	—	—	(77,779)	—	(77,779)

Shares reclaimed into treasury shares	(44,064,000)	(44,064)	44,064,000	$ 44,064	—	—	—	—	—
Shares issued for settlement of debt	476,000	476	(476,000)	(476)	157,339	—	—	—	157,339
Shares issued for warrants	13,500,000	13,500	(13,500,000)	(13,500)	—	—	—	—	—
Shares issued for acquisition of Alinova Biosciences	5,000,000	5,000	(5,000,000)	(5,000)	295,000	—	—	—	295,000
Shares issued for services	16,088,000	16,088	(16,088,000)	(16,088)	305,672	—	—	—	305,672
Shares issued for services - directors	9,000,000	9,000	(9,000,000)	(9,000)	171,000	—	—	—	171,000
Net loss for the period ended June 30, 2023	—	—	—	—	—	—	—	(447,037)	(447,037)
Balance, June 30, 2023	**807,047,948**	**$807,048**	—	—	**19,856,930**	**—**	**$ (9,906)**	**$ (10,488,733)**	**$ 10,165,339**

	Common stock		Treasury Shares stock						
	Shares	**Amount**	**Shares**	**Amount**	**Additional paid in capital**	**Stock Subscription**	**Accumulated other comprehensive income (loss)**	**Accumulated Deficit**	**Stockholders' Equity (deficit)**
Balance, March March 31, 2024	**1,382,662,949**	**$1,382,663**	**—**	**—**	**9,663,951**	**$ —**	**$ 39,860**	**$ (12,416,075)**	**$ (1,329,601)**
Foreign currency translation	—	—	—	—	—	—	(53,405)	—	(53,405)
Shares issued for services – Directors	20,000,000	20,000	—	—	54,000	—	—	—	74,000
Shares issued for back wages	7,812,500	7,822	—	—	21,114	—	—	—	28,935

Shares issued for services	57,000,000	57,000	—	—	146,700	—	—	—	203,700
Net loss for the period ended June 30, 2024	—	—	—	—	—	—	—	(419,298)	(419,298)
Balance, June 30, 2024	**1,467,475,449**	**$1,467,484**	**—**	**—**	**9,885,765**	**—**	**$ (13,545)**	**$ (12,835,373)**	**$ (1,495,669)**

See accompanying notes to financial statements.

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ALTEROLA BIOTECH, INC.
UNAUDITED CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE THREE MONTHS ENDED JUNE 30, 2024 AND 2023

	Three Months Ended June 30, 2024	Three Months Ended June 30, 2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss for the period	$ (419,298)	$ (447,037)
Adjustments to reconcile net loss to net cash flows used in operating activities		
Stock issued for outside services	203,700	305,672
Stock to directors	74,000	171,000
Shares issued for settlement of debt	—	157,339
Shares issued for back wages	28,935	—
Changes in assets and liabilities:		
Inventory	(2)	(19)
VAT receivable	28,684	36,426
Accounts payable	11,830	64,259
Accrued liabilities	127,713	23,181
Net Cash Provided by Operating Activities	55,562	310,821
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of assets	—	(166,852)
Net Cash (Used in) Investing Activities	—	(166,852)
CASH FLOWS FROM FINANCING ACTIVITIES		
Loan from related parties	6,144	(38,535)
Net Cash Provided by (Used in) Financing Activities	6,144	(38,535)
Net change in cash	61,706	105,434
Effect of exchange rate adjustments on cash	(53,405)	(77,779)
Cash and cash equivalents, beginning of period	2,654	8,890
Cash and cash equivalents, end of period	$ 10,955	$ 36,545
NON-CASH INVESTING AND FINANCING INFORMATION		

Shares issued for services	$	277,700	$	305,762
Shares issued to directors	$	—	$	171,000
Shares issued for asset acquisition	$	—	$	295,000
Shares issued for exercise of warrants	$	—	$	13,500
Shares issued for conversion of notes payable	$	—	$	157,339
Shares issued for back wages	$	28,935	$	—

See accompanying notes to financial statements.

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ALTEROLA BIOTECH, INC.
NOTES TO THE UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 – NATURE OF BUSINESS, LIQUIDITY & GOING CONCERN

After formation, the Company was in the business of mineral exploration. On May 3, 2010, the Company sold its mineral exploration business and entered into an Intellectual Property Assignment Agreement ("IP Agreement") with Soren Nielsen pursuant to which Mr. Nielsen transferred his right, title and interest in all intellectual property relating to certain chewing gum compositions having appetite suppressant activity (the "IP") to the Company for the issuance of 55,000,000 shares of the Company's common stock.

Following the acquisition of the IP the Company changed its business direction to pursue the development of chewing gums for the delivery of Nutraceutical/functional ingredients for applications such as appetite suppressant, cholesterol suppressant, vitamin delivery, antioxidant delivery and motion sickness suppressant.

On January 19, 2021, the Company entered into a Stock Purchase Agreement (the "Agreement") with ABTI Pharma Limited, a company registered in England and Wales ("ABTI Pharma"), pursuant to which the Company agreed to acquire all of the outstanding shares of capital stock of ABTI Pharma from its shareholders in exchange for 600,000,000 shares of the Company pro rata to the ABTI Pharma shareholders. The shares were issued on January 29, 2021 in anticipation of the closing and the parties to the transaction agreed in a March 24, 2021 amendment to close upon the ABTI Pharma Limited Shares being transferred to the Company, which was to occur upon the filing by the Company of its outstanding September 30, 2020 quarterly report on Form 10-Q, which was filed on May 28, 2021 with the Securities and Exchange Commission. The transaction closed on May 28, 2021.

The transaction was accounted for as a reverse acquisition and recapitalization. ABTI Pharma is the acquirer for accounting purposes and the Company is the issuer. The historical financial statements presented are the financial statements of ABTI. The Agreement was treated as a recapitalization and not as a business combination; at the date of the acquisition, the net liabilities of the legal acquirer, Alterola, were $389,721.

The business plan of the company is no longer focused on a chewing gum delivery system but was re-focused on the development of cannabinoid, cannabinoid-like, and non-cannabinoid pharmaceutical active pharmaceutical ingredients (APIs), pharmaceutical medicines made from cannabinoid, cannabinoid-like, and non-cannabinoid APIs and European novel food approval of cannabinoid-based, cannabinoid-like and non-cannabinoid ingredients and products. In addition, the company plans to develop such bulk ingredients for supply into the cosmetic sector.

On December 2, 2021, the Company closed an Asset Purchase Agreement (the "Purchase Agreement") with C2 Wellness Corp., a Wyoming corporation, and Dr. G. Sridhar Prasad (together, the "Seller") and acquired certain IP assets (the "Assets") from Seller, which include:

- Novel cannabinoid molecules and their associated intellectual property;
- Novel cannabinoid pro-drugs, and their associated intellectual property;
- Novel proprietary cannabinoid formulations, designed to target lymphatic delivery, and their associated intellectual property;
- Novel proprietary nano-encapsulated cannabinoid formulations, in self-dissolving polymers, and their associated intellectual property; and
- Cannabinoids and cannabinoid pro-drug formulations for topical ocular delivery, and their associated intellectual property.

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ALTEROLA BIOTECH, INC.
NOTES TO THE UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2024

In exchange for the Assets, the Company issued to Seller shares of common stock. On September 8, 2023, the Company and Seller entered into an Agreement to sell the assets, such that the Company sold the assets back to the Seller and the Seller paid 29,015,993 shares of ABTI common stock to the Company. The assets were sold to the Seller in September 2023.

As of April 18, 2023, we acquired intellectual property from Alinova Biosciences Ltd. We acquired Alinova's joint interest in the patent family of PTX 0001. We paid 35,000 Sterling in cash and 5,000,000 shares of ABTI Stock.

On April 16, 2024, the Company formed a new subsidiary Phytanix Bio.

LIQUIDITY & GOING CONCERN

Alterola has negative working capital of $1,495,669, has incurred losses since inception of $12,837,659, and has not received revenues from sales of products or services. These factors create substantial doubt about the Company's ability to continue as a going concern. The financial statements do not include any adjustment that might be necessary if the Company is unable to continue as a going concern.

The ability of Alterola to continue as a going concern is dependent on the Company generating cash from the sale of its common stock and/or obtaining debt financing and attaining future profitable operations. Management's plans include selling its equity securities and obtaining debt financing to fund its capital requirement and ongoing operations; however, there can be no assurance the Company will be successful in these efforts.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation
These unaudited condensed financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") and the rules and regulations of the Securities and Exchange Commission ("SEC"). They include the accounts of Alterola and its wholly owned subsidiaries ABTI Pharma, Phytotherapeutix Ltd, Ferven Ltd and Phytanix Bio. All material intercompany transactions and balances have been eliminated.

These financial statements and the notes attached hereto should be read in conjunction with the financial statements and notes included in the Company's 10-K for its fiscal year ended March 31, 2024. In the opinion of the Company, all adjustments, including normal recurring adjustments necessary to present fairly the financial position of the Company, as of June 30, 2024, and the results of its operations and cash flows for the three months then ended have been included. The results of operations for the interim period are not necessarily indicative of the results for the full year ending March 31, 2025.

The Company had a September 30 fiscal year end. Subsequent to the Agreement with ABTI Pharma, the Company has changed its year end from September 30 to March 31.

Use of Estimates
The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Equivalents
For purposes of the statement of cash flows, the Company considers highly liquid financial instruments purchased with a maturity of three months or less to be cash equivalents.

Fair Value of Financial Instruments
Alterola's financial instruments consist of cash and equivalents, accrued expenses, accrued interest and notes payable. The carrying amount of these financial instruments approximates fair value ("FV") due either to length of maturity or interest rates that approximate prevailing market rates unless otherwise disclosed in these financial statements.

FV is defined as the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The FV should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity. In addition, the FV of liabilities should include consideration of non-performance risk including our own credit risk.

In addition to defining FV, the disclosure requirements around FV establish a FV hierarchy for valuation inputs which is expanded. The hierarchy prioritizes the inputs into three levels based on the extent to which inputs used in measuring FV are observable in the market. Each FV measurement is reported in one of the three levels which is determined by the lowest level input that is significant to the FV measurement in its entirety. These levels are:

Level 1 – inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.

Level 2 – inputs are based upon significant observable inputs other than quoted prices included in Level 1, such as quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The FV are therefore determined using model-based techniques that include option pricing models, discounted cash flow models, and similar techniques.

The carrying value of the Company's financial assets and liabilities which consist of cash, accounts payable and accrued liabilities, and notes payable are valued using level 1 inputs. The Company believes that the recorded values approximate their FV due to the short maturity of such instruments. Unless otherwise noted, it is management's opinion that the Company is not exposed to significant interest, exchange or credit risks arising from these financial instruments.

Income Taxes

Income taxes are computed using the asset and liability method. Under the asset and liability method, deferred income tax assets and liabilities are determined based on the differences between the financial reporting and tax bases of assets and liabilities and are measured using the currently enacted tax rates and laws. A valuation allowance is provided for the amount of deferred tax assets that, based on available evidence, are not expected to be realized.

Foreign Currency Translation

The financial statements are presented in US Dollars. Transactions with foreign subsidiaries where US dollars are not the functional currency will be recorded in accordance with Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 830 *Foreign Currency Transaction*. According to Topic 830, all assets and liabilities are translated at the exchange rate on the balance sheet date, stockholders' equity is translated at historical rates and statement of operations items are translated at the weighted average exchange rate for the period. The resulting translation adjustments are reported under other comprehensive income (loss) in accordance with ASC Topic 220, *Comprehensive Income*. Gains and losses resulting from the translations of foreign currency transactions and balances are reflected in the statement of operations and comprehensive income (loss).

Revenue Recognition

On January 1, 2018, the Company adopted ASC Topic 606, Revenue from Contracts with Customers ("ASC 606"), using the modified retrospective method applied to those contracts which were not completed as of January 1, 2018. Results for reporting periods beginning after January 1, 2018 are presented under ASC 606, while prior period amounts are not adjusted and continue to be reported in accordance with our historic accounting under ASC 605. As of and for the year ended December 31, 2022, the financial statements were not materially impacted as a result of the application of Topic 606 compared to Topic 605.

Loss Per Common Share

Basic loss per share is calculated using the weighted-average number of common shares outstanding during each reporting period. Diluted loss per share includes potentially dilutive securities such as outstanding options and warrants, using various methods such as the treasury stock or modified treasury stock method in the determination of dilutive shares outstanding during each reporting period. The Company does not have any potentially dilutive instruments.

Stock-Based Compensation

Stock-based compensation is accounted for at FV in accordance with ASC Topic 718. To date, the Company has not adopted a stock option plan and has not granted any stock options.

Research and development

We engage in a variety of research and development activities to develop our technologies and work toward development of a saleable product. When it is determined that the research and development products we are creating have reached a point where saleable products are possible, these amounts are capitalized. As of June 30, 2024 and March 31, 2023 there are no capitalized research and development costs.

The research and development costs incurred by the company relate to the following:

- Licenses for patent and know-how (Nano 4 M) - this relates to the company's formulation of Active Pharmaceutical Ingredients (API) for its lead pharmaceutical programs.
- Protein Technologies Ltd – this relates to the company's research into production of cannabinoids by biosynthesis (as opposed to botanical production by growing plants). The company has genetically modified an organism to produce cannabinoids by fermentation (similar to methodology used for the production of antibiotics)
- Apex Molecular Ltd.- the company has a number of pharmaceutical development programs using both novel and natural molecules. The Company employs third party chemistry / contract, manufacturing companies such as Apex Molecular Ltd. to synthesize and purify these compounds for their pharmaceutical development programs.
- Acquisition of intellectual property from Alinova Biosciences Ltd.
- Continued patent prosecution and internationalization of company intellectual property.
- Staff costs and consultancy costs relating to R & D.

Other Intangible Assets

We have recorded the assets acquired as part of the C2 Wellness acquisition as indefinite lived Intangible assets. Indefinite life intangible assets recorded are not amortized and, as a result, are assessed for impairment at least annually, using either a qualitative or quantitative process. The C2 Wellness assets that were acquired were subsequently re-sold as discussed above. We performed this annual assessment as of March 31, 2024, noting impairment factors indicating possible impairment of intangible assets recognized and recorded impairment of $392,278.

Risks and Uncertainties

On January 30, 2020, the World Health Organization declared the coronavirus outbreak a "Public Health Emergency of International Concern" and on March 10, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, and quarantines in certain areas, and forced closures for certain types of public places and business.

We may be impacted by business interruptions resulting from pandemics and public health emergencies, including those related to geopolitical actions, including war and terrorism or natural disasters including earthquakes, typhoons, floods, and fires. An outbreak of infectious disease, a pandemic or a similar public health threat or a fear of any of the foregoing, could adversely impact us by causing operating, manufacturing supply chain, clinical trial and project development delays and disruptions, labour shortages, travel and shipping disruption and shutdowns (including as a result of government regulation and prevention measures). It is unknown whether and how we may be affected if such an epidemic persists for an extended period of time. We may incur expenses or delays relating to such events outside of our control, which could have a material adverse impact on our business, operating results, and financial condition.

Recent Accounting Pronouncements

Alterola does not expect the adoption of recently issued accounting pronouncements to have a significant impact on the Company's results of operations, financial position or cash flow.

NOTE 3 – INTANGIBLE ASSETS

As part of the C2 Wellness acquisition, the company recognized $12,000,000 in intangibles as discussed in Note 1. During fiscal year ended March 31, 2023, there were certain costs associated with the C2 Wellness intangibles that were capitalized, resulting in a balance of $12,139,779. During the year ended March 31, 2024, it was determined that these costs should have been expensed as research and development costs and not capitalized as part of the initial balance recorded. This correction was made and is reflected in the restatement footnote (Note 2) contained in the Company's annual report on Form 10-K for the year ended March 31, 2024.

NOTE 4 – DEFERRED TAX ASSET

As of the year ended March 31, 2023, the Company had recorded $189,355 in deferred tax assets as reported. During the year ended March 31, 2024, the Company identified that this balance should have been fully impaired with the unlikelihood of net income during FY 2024. As a result, this balance was fully written off for the year ended March 31, 2023 as mentioned in the restatement footnote (Note 2) contained in the Company's annual report on Form 10-K for the year ended March 31, 2024. This amount was also removed from the financial statements for the period June 30, 2024, which is presented within this Form 10-Q filing.

NOTE 5 – ACCOUNTS PAYABLE

Accounts payable consisted of the following at June 30, 2024 and March 31, 2024

	June 30, 2024	March 31,2024
Accounting and audit fees	$174,113	$181,955
Research and development	344,365	409,904
General and administrative	308,189	147,724
Legal fees and transfer agent	39,057	85,627
Total Accounts Payable	$865,724	$825,210

NOTE 6 – ACCRUED EXPENSES

Accrued expenses consisted of the following at June 30, 2024 and March 31, 2024

	June 30, 2024	March 31,2024
Accounting and audit fees	$ 56,936	$ 49,468
Research and development	35,576	—
General and administrative	290,168	89,508
Legal fees and transfer agent	107,484	223,475
Total Accrued Expenses	$490,164	$362,451

NOTE 7 – CAPITAL STOCK

The Company has 2,000,000,000 shares of $0.001 par value common stock authorized and 10,000,000 shares of $0.001 par value preferred stock authorized.

On August 11, 2021, the Company issued 15,000,000 warrants to purchase common stock at $0.64 per share. The warrants were issued with a 5 year term. The warrants exercise price includes a declining scale with the stock price. As of December 31, 2022, the warrants were exercisable at $0.001 per share and the total potential impact on the financial statements of the exercise of the warrants was approximately $1 million dollars. The warrants were exercised on June 13, 2023 (see below). The total potential impact on the financial statements of the exercise of the warrants was approximately $13,500.

During September 2021, the Company received an investment for £100,000 Sterling (or $136,721) in exchange for a subscription for 280,000 shares. On May 2, 2022, the Company issued the 280,000 shares to the investor

On October 29, 2021, the Company issued 7,500,000 shares of stock in exchange for services provided by EMC2 Capital. The shares were issued at fair value of the date of exchange, or $2,399,250.

As pursuant to the asset purchase agreement dated November 9, 2021, the Company acquired certain intellectual property rights of C2 Wellness Corp. In exchanges for the assets acquired, the Company issued 24,000,000 shares of common stock valued at $0.50 per share. The intellectual property rights acquired are recorded as intangible assets as of December 31, 2021 for $12,000,000.

On December 21, 2021, the company issued 520,000 shares of stock in exchange for $130,000 of cash consideration.

On February 8, 2022, the company issued 333,333 shares to an investor for an investment of $50,000 (at a price of $0.15 per share).

On or about March 3, 2022, the Company issued 16,000,000 shares of stock for services under a consulting agreement. The shares were issued at fair value the date of the exchange, or $3,360,000.

On April 5, 2022, the company issued 384,615 shares to an investor for an investment of $50,000 (at a price of $0.13 per share).

On April 29, 2022, the Company issued 1,500,000 shares for services under a consultancy agreement at $0.214 per share, or $321,000.

On May 2, 2022, the Company issued 280,000 shares to an investor relating to a subscription agreement for an investment of £100,000 Sterling (or $136,721) at $0.50 per share, or $140,000.

On May 4, 2022, we issued 2,250,000 shares of our common stock to our director, Mr. Michael Hunter Land, pursuant to his employment agreement dated October 18, 2021, and board decision to award him shares for his performance.

On June 6, 2023, the Company reclaimed 44,064,000 shares into Treasury.

On June 13, 2023, we issued 13,500,000 shares of common stock to EMC2 Capital LLC following the cashless exercise of their 15,000,000 Warrants issued in August 2021.

On June 13, 2023, we issued 476,000 shares of common stock to Alison Rose Burgess as settlement of a £125,000 Sterling loan under the terms and conditions of the loan dated 21 September 2021.

On June 13, 2023, we issued 5,000,000 shares of common stock to Alinova Biosciences Ltd as part payment of consideration for the acquisition of intellectual property.

June 13, 2023, we issued 5,999,900 shares of common stock to Long Eight Limited as part payment of consideration for services received by Green Ocean Administration Limited.

June 13, 2023, we issued 10,088,100 shares of common stock to Warren Law Group to be held in escrow as potential part payment for services received from Bridgeway Capital Partners LLC, Bridgeway Capital Partners II LLC and Entoro Securities LLC.

On June 14, 2023, we issued 9,000,000 shares of common stock to our Directors as payment for their services as Directors.

On September 8, 2023, the Company entered into an Agreement to Return Assets and Shares with C2 Wellness Corp. As part of the agreement, the company received 29,015,993 shares of ABTI stock (24,000,000 shares originally issued and 5,015,996 shares additionally issued) and sold all assets related to the acquisition, resulting in a write-off of $12,000,000 in intangibles.

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On October 16, 2023, the Company issued 587,499,996 shares in exchange of forgiveness of debt of approximately $2.35 million outstanding. The exchange resulted in a loss on exchange of $406,575.

On December 21, 2023, the Company issued 17,131,001 shares in exchange for services provided for the company for the period ended June 30, 2024, valued at $61,672 at the date of issuance.

On May 9, 2024, 2024, the Company issued a total 39,000,000 shares to Long Eight Limited in exchange for services provided to the company at a price per share of $0.0037 US dollars.

On May 16, 2024, the Company issued a total 18,000,000 shares to Long Eight Limited in exchange for services provided to the company at a price per share of $0.0033 US dollars.

On May 9, 2024, the Company issued a total of 7,812,500 shares to Guy Webber in lieu of services provided to the company as per his employment contract, at a price per share of $0.0037 US dollars.

On May 9, 2024, the Company issued a total of 5,000,000 shares to Nathan Thompson in lieu of payment for Director Services provided to the company for the period July 1, 2023 to March 31, 2024, at a price per share of $0.0037 US dollars

On May 9, 2024, the Company issued a total of 5,000,000 shares to Ning Qu in lieu of payment for Director Services provided to the company for the period July 01, 2023 to March 31, 2024, at a price per share of $0.0037 US dollars

On May 9, 2024, the Company issued a total of 5,000,000 shares to Michael Hunter Land in lieu of payment for Director Services provided to the company for the period July 01, 2023 to March 31, 2024 at a price per share of $0.0037 US dollars

On May 9, 2024, the Company issued a total of 5,000,000 shares to Daniel Reshef in lieu of payment for Director Services provided to the company for the period July 01, 2023 to March 31, 2024 at a price per share of $0.0037 US dollars.

During the year ended March 31, 2024, the company reviewed the cumulative translation adjustment recorded on the financial statements and made corrections to the amount recorded for the year ended March 31, 2023 as discussed in the restatement footnote (Note 2) contained in the Company's annual report on Form 10-K for the year ended March 31, 2024. The updated number was recorded as $67,873.
The Company has 1,467,475,449 and 1,382,662,952 shares of common stock issued and outstanding as of June 30, 2024 and March 31, 2024, respectively. There are no shares of preferred stock issued and outstanding as of June 30, 2024 and March 31, 2024. The Company had 807,047,948 shares of common stock issued and outstanding as of June 30, 2023 and 807,047,948 shares of common stock issued and outstanding as of March 31, 2023. There were no shares of preferred stock issued and outstanding as of June 30, 2023 and March 31, 2023.

NOTE 8 – NOTES PAYABLE

On September 21, 2021, the Company entered into a convertible note agreement with an outside party for $171,863. The convertible note agreement was for 90 days, with an interest fee of $13,680. The conversion option would be at 90 days, with share conversion at ..50 cents, with an issuance of 340,000 shares, valued at $428,400 at the date of the loan. Additionally, there was a share bonus issued of 136,000 shares, valued at $171,000 as of the date of the loan. The note was converted for stock on June 13, 2023 for 476,000 shares.

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Conversion of the debt is at a discount rate of 60% of the published share price, with a valuation floor of $1.37 per share.

On August 1, 2022, the Company issued a note payable for 90 days bearing zero interest for the term of the note, for cash received by the Company on June 29, 2022 and July 18, 2022 totaling $75,000. As part of the note the Company committed delivery of 2,250,000 shares to the noteholders. The loans totaling $75,000 were repaid in full by December 23, 2022.

On June 13, 2023, we issued 476,000 shares of common stock to Alison Rose Burgess as settlement of a £125,000 Sterling loan under the terms and conditions of the loan dated September 21, 2021.

On June 26, 2024, the Company entered into a Secured Promissory Note with its subsidiary, Phytanix Bio, in the amount of $42,500 due on September 26, 2024. The agreement does not call for any interest and may be prepaid at anytime.

NOTE 9 – RELATED PARTY TRANSACTIONS

Alterola neither owns nor leases any real or personal property. An officer has provided office space as an arms length transaction with rental at commercial rates. There is no obligation for the officer to continue this arrangement. Such costs are immaterial to the financial statements and accordingly are not reflected herein. The officers and directors are involved in other business activities and most likely will become involved in other business activities in the future.

During the period ended June 30, 2024, a shareholder made advances to the company to fund operating expenses in the amount of $6,144. These advances are non – interest bearing and have no specified terms of repayment.

NOTE 10 – SUBSEQUENT EVENTS

In accordance with ASC Topic 855-10, the Company analyzed its operations subsequent to June 30, 2024 to the date these financial statements were issued, and determined it does not have any material subsequent events to disclose in these financial statements, except as noted below.

On August 13, 2024, the Company issued a total of 2,114,666 shares to Guy Webber in lieu of services provided to the company as per his employment contract.

On August 13, 2024, the shares which were held in escrow as part payment for services provided by Bridgeway Capital Partners as per an agreement dated June 24, 2022, were returned to Alterola Company Treasury, as Bridgeway Capital Partners waived their right to this payment.

Business Combination Agreement

On July 22, 2024, Chain Bridge I, a Cayman Islands exempted company ("CBRG"), CB Holdings, Inc., a Nevada corporation ("HoldCo"), CB Merger Sub 1, a Cayman Islands exempted company ("CBRG Merger Sub"), Phytanix Bio, a Nevada corporation (the "Company"), and wholly owned subsidiary of Alterola Biotech, Inc., a Nevada corporation, and CB Merger Sub 2, Inc., a Nevada corporation ("Company Merger Sub"), entered into a Business Combination Agreement (as it may be amended, supplemented or otherwise modified from time to time, the "Business Combination Agreement").

Phytanix Bio is a subsidiary of Alterola Biotech, Inc., and Phytanix is the parent company of ABTI Pharma, which holds the subsidiaries, Ferven and Phyto. Phytanix Bio is an innovative pharmaceutical company dedicated to the development of therapeutics based on cannabinoid and cannabinoid-like molecules. CBRG is a special purpose acquisition company formed for the purpose of acquiring or merging with one or more businesses. Upon closing of the transaction, expected to occur in the fourth quarter of 2024, the combined company will be named Phytanix Inc., and its common stock is expected to be listed on the Nasdaq Capital Market under the ticker symbol "PHYX."

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ALTEROLA BIOTECH, INC.
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The Business Combination

The Business Combination Agreement and the transactions contemplated thereby were approved by the boards of directors of each of the Company and CBRG. The Business Combination Agreement provides for, among other things, the consummation of the following transactions (the transactions contemplated by the Business Combination Agreement, collectively, the "Business Combination"):

(i) CBRG Merger Sub will merge with and into CBRG (the "CBRG Merger") and Company Merger Sub will merge with and into the Company (the "Company Merger" and, together with the CBRG Merger, the "Mergers"), with CBRG and the Company surviving the Mergers and, after giving effect to such Mergers, each of CBRG and the Company becoming a wholly owned subsidiary of HoldCo, on the terms and subject to the conditions in the Business Combination Agreement;

(ii) (A) each issued and outstanding Class A ordinary share, par value $0.0001 per share, of CBRG (the "CBRG Class A Shares") will be automatically cancelled, extinguished and converted into the right to receive one share of common stock, par value $0.0001 per share, of HoldCo (the "HoldCo Shares"); and (B) each issued and outstanding Class B ordinary share, par value $0.0001 per share, of CBRG (the "CBRG Class B Shares" and together with the CBRG Class A Shares, the CBRG Shares), will be automatically cancelled, extinguished and converted into the right to receive one HoldCo Share;

(iii) each outstanding warrant to purchase one CBRG Class A Share will be automatically exchanged for a warrant to purchase one HoldCo Share; and

(iv) (A) each warrant of the Company to purchase Company common stock will be exchanged for a warrant to purchase HoldCo Shares; (B) each warrant of the Company to purchase Company preferred stock will be exchanged for a warrant to purchase HoldCo preferred stock; (C) all promissory notes of the Company issued in connection with its June 2024 financing will be exchanged for HoldCo Series A convertible preferred stock, and any remaining issued and outstanding promissory notes of the Company will be automatically and fully cancelled; (D) each share of preferred stock, par value $0.000000001 per share, of the Company (the "Company Preferred Stock") that is issued and outstanding will be automatically converted into shares of HoldCo preferred stock; and (E) all issued and outstanding shares of Company Common Stock (other than treasury shares and shares with respect to which appraisal rights under the Nevada law are properly exercised and not withdrawn) will be automatically cancelled, extinguished and converted into the right to receive HoldCo Shares based on the exchange ratio set forth in the Business Combination Agreement.

Prior to the closing of the Business Combination (the "Closing"), (A) HoldCo will file with the Secretary of State of the State of Nevada an amended and restated certificate of incorporation of HoldCo, and (B) the board of directors of HoldCo will approve and adopt amended and restated bylaws of HoldCo, each in a form to be mutually agreed between CBRG and the Company. Following the Business Combination, HoldCo will change its name to Phytanix, Inc. and will be a publicly listed holding company which is expected to be listed on the Nasdaq Capital Market under the ticker symbol "PHYX."

The Business Combination is expected to close in the fourth quarter of 2024, following the receipt of the required approval by CBRG's and the Company's shareholders and the fulfillment of other customary closing conditions.

Consideration

Under the terms of the Business Combination Agreement, the aggregate consideration to be paid in the Business Combination is derived from an equity value of $58 million. In addition, HoldCo will issue 17,000 shares of HoldCo Series A convertible preferred stock and issue additional shares of HoldCo preferred stock in exchange for certain short term debt obligations of the Company.

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Representations and Warranties; Covenants

The Business Combination Agreement contains representations, warranties and covenants of each of the parties thereto that are customary for transactions of this type. HoldCo has agreed to take all action as may be necessary or appropriate such that, immediately after the Closing, HoldCo's board of directors will consist of up to seven directors, which shall be divided into three classes and be comprised of seven individuals determined by the Company, the CBRG Sponsor and CBRG prior to the effectiveness of the Registration Statement on Form S-4 (the "Registration Statement"), two of which directors shall be designated by the Company, in consultation with CBRG and the CBRG Sponsor, two of which directors shall be designated by the CBRG Sponsor, in consultation with the Company, and three of which directors shall be mutually agreed upon by the CBRG Sponsor and the Company. In addition, the board of directors of HoldCo will adopt an equity incentive plan and an employee stock purchase plan prior to the closing of the Business Combination.

Conditions to Each Party's Obligations

The obligation of CBRG, HoldCo, CBRG Merger Sub, Company Merger Sub and the Company to consummate the Business Combination is subject to certain customary closing conditions, including, but not limited to, (i) the absence of any order, law or other legal restraint or prohibition issued by any court of competent jurisdiction or other governmental entity of competent jurisdiction prohibiting or preventing the consummation of the transactions contemplated by the Business Combination Agreement, (ii) the effectiveness of the Registration Statement to be filed by HoldCo, in accordance with the provisions of the Securities Act of 1933, as amended (the "Securities Act"), registering certain shares of HoldCo to be issued in the Business Combination, (iii) the required approval of the Company's stockholders, (iv) the required approval of CBRG's shareholders, (v) HoldCo having at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) after giving effect to the transactions contemplated by the Business Combination Agreement (provided such limitation has not been validly removed from the amended and

restated memorandum and articles of association (the "Articles") of CBRG prior to the Closing Date), (vi) the approval by Nasdaq of HoldCo's initial listing application in connection with the Business Combination, (vii) entry into employment agreements with certain key Company executives, (viii) formation of a capital markets and financing advisory committee made up of certain CBRG directors, (ix) assumption or cancellation of certain existing Company and CBRG notes, and (x) entry into an agreement providing for a $100 million equity line of credit with Keystone Capital Partners, LLC or its affiliates.

Termination

The Business Combination Agreement may be terminated under certain customary and limited circumstances prior to the closing of the Business Combination, including, but not limited to, (i) by mutual written consent of CBRG and the Company, (ii) by CBRG if the representations and warranties of the Company are not true and correct or if the Company fails to perform any covenant or agreement set forth in the Business Combination Agreement (including an obligation to consummate the Closing), in each case such that certain conditions to closing cannot be satisfied and the breach or breaches of such representations or warranties or the failure to perform such covenant or agreement, as applicable, are not cured or cannot be cured within certain specified time periods, (iii) by the Company if the representations and warranties of the Company are not true and correct or if the Company fails to perform any covenant or agreement set forth in the Business Combination Agreement (including an obligation to consummate the Closing), in each case such that certain conditions to closing cannot be satisfied and the breach or breaches of such representations or warranties or the failure to perform such covenant or agreement, as applicable, are not cured or cannot be cured within certain specified time periods, (iv) by either CBRG or the Company if the required approvals are not obtained from CBRG shareholders after the conclusion of a meeting of CBRG's shareholders held for such purpose at which such shareholders voted on such approvals, (v) by either CBRG or the Company, if any governmental entity of competent jurisdiction shall have issued an order permanently enjoining, restraining or otherwise prohibiting the transactions contemplated under the Business Combination Agreement and such order shall have become final and nonappealable, (vi) by CBRG if the Company does not deliver, or cause to be delivered to CBRG the written consent of the requisite shareholders of the Company adopting and approving the Business Combination and such failure is not cured within specified time periods, and (vii) by either CBRG or the Company if the transactions contemplated by the Business Combination Agreement have not been consummated on or prior to the last deadline for CBRG to consummate its initial business combination pursuant to the Articles.

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If the Business Combination Agreement is validly terminated, none of the parties to the Business Combination Agreement will have any liability or any further obligation under the Business Combination Agreement, except in the case of a willful and material breach or fraud and for customary obligations that survive the termination thereof (such as confidentiality obligations).

Sponsor Letter Agreement

Concurrently with the execution of the Business Combination Agreement, CBRG and the CBRG Sponsor, entered into a letter agreement (the "Sponsor Letter Agreement"), pursuant to which, among other things, (i) CBRG Sponsor agreed to vote its Class B Ordinary Shares in favor of each of the transaction proposals to be voted upon at the meeting of CBRG shareholders, including approval of the Business Combination Agreement and the transactions contemplated thereby, (ii) CBRG Sponsor agreed to waive any adjustment to the conversion ratio set forth in the governing documents of CBRG or any other anti-dilution or similar protection with respect to the Class B Ordinary Shares (whether resulting from the transactions contemplated by the Subscription Agreements (as defined below) or otherwise), and (iii) CBRG Sponsor agreed to be bound by certain transfer restrictions with respect to his, her or its shares in CBRG prior to the Closing.

Company Stockholder Transaction Support Agreements

Pursuant to the Business Combination Agreement, certain stockholders of the Company entered into transaction support agreements (collectively, the "Company Transaction Support Agreements") with CBRG and the Company, pursuant to which such stockholders of the Company agreed to, among other things, (i) vote in favor of the Business Combination Agreement and the transactions contemplated thereby and (ii) be bound by certain covenants and agreements related to the Business Combination.

Investor Rights Agreement

Concurrently with the execution of the Business Combination Agreement, CBRG, HoldCo, the CBRG Sponsor, and certain Company stockholders entered into an investor rights agreement (the "Investor Rights Agreement") pursuant to which, among other things, the CBRG Sponsor, and certain Company stockholders will be granted certain customary registration rights. Further, subject to customary exceptions

set forth in the Investor Rights Agreement, the shares of HoldCo beneficially owned or owned of record by the CBRG Sponsor, certain officers and directors of CBRG and HoldCo (including any shares of HoldCo issued pursuant to the Business Combination Agreement) will be subject to a lock-up period beginning on the date the Closing occurs (the "Closing Date") until the date that is the earlier of (i) 365 days following the Closing Date (or six months after the Closing Date if a lock up party is an independent director) or (ii) the first date subsequent to the Closing Date with respect to which the closing price of HoldCo Shares equals or exceeds $12.00 per share for any 20 trading days within any 30-trading day period commencing at least 150 days after the Closing Date.

Secured Loan

On June 26, 2024, Alterola Biotech, Inc. entered into a Secured Promissory Note with its subsidiary, Phytanix Bio, in the amount of $42,500 due on September 26, 2024. The agreement does not call for any interest and may be prepaid at anytime.

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ALTEROLA BIOTECH, INC.
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2024 Financing

On June 26, 2024, certain investors (the "Financing Investors") and the Company entered into that certain Securities Purchase Agreement pursuant to which, among other things, the Financing Investors agreed to purchase (i) certain promissory notes of the Company in the original principal amount of $4,413,650.40, (ii) certain warrants to acquire Company Common Shares, and (iii) warrants to acquire Company Series A Preferred Shares.

Loan Agreement

On June 26, 2024, the Company agreed to loan CBRG $1,590,995.12, pursuant to an unsecured non-interest bearing promissory note (the "Bridge Financing Note"). The maturity date of the Bridge Financing Note is the later of (x) June 29, 2025 and (y) the consummation of the CBRG's initial business combination. The Bridge Financing Note may not be repaid with funds from the trust account that CBRG established for the benefit of its public holders. The proceeds from the Bridge Financing Note will be used (i) to pay off certain working capital loans issued by CBRG to Fulton AC I LLC, (ii) to pay for certain fees and expenses incurred in connection with the transactions contemplated in the Bridge Financing Note and CBRG's initial business combination and (iii) for other general corporate purposes.

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Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Forward-Looking Statements

Certain statements, other than purely historical information, including estimates, projections, statements relating to our business plans, objectives, and expected operating results, and the assumptions upon which those statements are based, are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements generally are identified by the words "believes," "project," "expects," "anticipates," "estimates," "intends," "strategy," "plan," "may," "will," "would," "will be," "will continue," "will likely result," and similar expressions. We intend such forward-looking statements to be covered by the safe-harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995, and are including this statement for purposes of complying with those safe-harbor provisions. Forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties which may cause actual results to differ materially from the forward-looking statements. Our ability to predict results or the actual effect of future plans or strategies is inherently uncertain. Factors which could have a material adverse affect on our operations and future prospects on a consolidated basis include, but are not limited to: changes in economic conditions, legislative/regulatory changes, availability of capital, interest rates, competition, and generally accepted accounting principles. These risks and uncertainties should also be considered in evaluating forward-looking statements and undue reliance should not be placed on such statements. We undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise. Further information concerning our business, including additional factors that could materially affect our financial results, is included herein and in our other filings with the SEC.

Overview

Our goal is to provide better medicines for patients around the world. We believe in harnessing the therapeutic potential of cannabinoids and cannabinoid- like compounds, which can be developed into valuable treatments for seriously ill patients. Rather than just focusing on one method of identifying, researching and developing such medicines, we are interested in developing new medicines from all sources including botanical, traditional chemical synthesis and biosynthetic methodologies.

On May 28, 2021, we acquired ABTI Pharma Limited, a company registered in England and Wales ("ABTI Pharma"), with the purchase of all of its capital stock in exchange for 600,000,000 shares of our common stock pro rata to the ABTI Pharma shareholders.

As a result of the acquisition, we are a pharmaceutical company working with cannabinoid and cannabinoid-like molecules. We have three areas of focus:

1) Development of regulated pharmaceuticals (human and animal health) and regulated food products. This has been achieved via the strategic acquisition of Phytotherapeutix Ltd.;

2) Production of low cost of goods Active Pharmaceutical Ingredient (API) and food-grade ingredients (supported by the strategic acquisition of Ferven Ltd); and

3) Formulation, and drug delivery, providing improved bioavailability, solubility and stability (supported by the exclusive licensing of IP and technology from Nano4M Ltd).

Phytotherapeutix Ltd, a subsidiary of ABTI Pharma Ltd, has generated a number of molecules with patents pending, some of which have demonstrable pharmacological activity, similar to that of CBD. This means that some of these molecules are anticipated to have a similar market potential to CBD across a range of therapeutic areas.

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Ferven Ltd, another subsidiary of ABTI Pharma Ltd, is looking to produce cannabinoids by fermentation. The exclusively licensed organism has the potential to be genetically modified to produce multiple cannabinoids at an anticipated very low cost of goods. It is anticipated that the selected genetically modified organisms will grow very quickly, which in turn, reduces the cost of production.

Nano4M Ltd is a company which has exclusively licensed its nano-formulation patents and know-how to ABTI Pharma Ltd.

As of April 18, 2023, we acquired intellectual property from Alinova Biosciences Ltd. We acquired Alinova's joint interest in the patent family of PTX 0001. We paid 35,000 Sterling in cash and 5,000,000 shares of ABTI Stock.

In November 2021, we acquired assets and IP from C2 Wellness Corporation. The consideration paid was 24,000,000 ABTI shares. On September 08, 2023, we agreed to sell the same assets and IP to C2 Wellness Corporation for a total of 29,015,993 of our shares

Additionally, we may consider entering into Joint Venture Partnerships, or acquire companies (or be acquired) with complimentary portfolios or enter into Licensing Agreements to enhance the product portfolio. These are strategies the Company may implement and any such opportunities will be assessed on a case by case basis and on their merit at the time.

Alterola and ABTI Pharma Ltd management have extensive experience, know-how and connections in the cannabinoid medicines sector, and are looking to utilize this knowledge and experience for the development of such medicines from existing cannabinoids and cannabinoid-like molecules.

Our address is 47 Hamilton Square Birkenhead Merseyside CH41 5AR United Kingdom. Our telephone number is +44 151 601 9477. Our website is www.alterolabio.com. The company has a fully operational US$ and a £ sterling bank account in the United Kingdom with the HSBC Group.

We do not incorporate the information on or accessible through our websites into this Quarterly Report, and you should not consider any information on, or that can be accessed through, our websites a part of this Quarterly Report.

Results of Operations for the Three Months Ended June 30, 2024 and 2023

We have generated no revenues since inception and we do not anticipate earning revenue until such time that we are able to market and sell our ingredients and / or products / medicines.

We incurred operating expenses of $447,373 for the three months ended June 30, 2024, as compared with $585,200 for the same period ended 2023.

Our operating expenses for the three months ended June 30, 2024 were mainly the result of $289,058 in consulting fees, $79,930 in accounting and audit fees and $43,663 in salaries and wages. By contrast, our operating expenses for the three months ended June 30, 2023 were mainly the result of $317,741 in consulting fees, $171,000 in directors fees, $48,938 in accounting and audit fees and $35,939 in salaries and wages.

If we are able to obtain financing, we expect that our operational expenses will increase significantly for the balance of the fiscal year ended March 31, 2025 and beyond. This would be the result of increased research and development expenses associated with our product candidates, the development of those candidates in compliance with regulatory processes, laws and regulations, increased payroll as we take on more help, as well as the expenses associated with our reporting obligations with the Securities and Exchange Commission.

We had other income of $28,075 for the three months ended June 30, 2024, as a result of a gain on conversion, compared with $138,163 in other income for the same period ended June 30, 2023 as a result of the gain on the conversion of note.

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We recorded a net loss of $419,298 for the three months ended June 30, 2024, as compared with $447,037 for the same period ended 2023.

As a relatively recently formed pharmaceutical company, the company has limited operations to date, and expects to have reoccurring losses, as is typical with companies in the pharmaceutical industry, for the foreseeable future. As explained above, the company intends to raise capital and ramp up its efforts to bring its product candidates to market. This will require significant capital, product development to continue and complete and momentum on those product candidates through the regulatory process. There are no assurances that we will be able to generate revenues and achieve profitable operations.

Liquidity and Capital Resources

As of June 30, 2024, we had $11,966 in current assets, consisting mostly of cash in bank and inventories, and current liabilities of $1,507,635. We had a working capital deficit of $1,495,669 as of June 30, 2024, compared with a working capital deficit of $1,329,601 as of March 31, 2024.

We had cash provided by operating activities of $55,562 for the three months ended June 30, 2024, as compared with cash provided by operations of $310,821 for the same period ended 2023. Our positive operating cash flow the three months ended June 30, 2024 was mainly the result of a stock issued for services and release of accruals, offset by net loss and changes in operating assets and liabilities. Our positive operating cash flow the three months ended June 30, 2023 was mainly the result of a net loss offset by shares issued for services and net changes in operating assets and liabilities.

There was no cash used in investing activities for the three months ended June 30, 2024 as compared to $166,852 for the three months ended June 30, 2023. The cash used in investing for 2023 was related to the acquisition of patent production rights from Alinova Biosciences, Ltd.

Financing activities provided $6,144 for the three months ended June 30, 2024, as a result of related party notes. Financing activities used $38,535 for the three months ended June 30, 2023, as a result of related party notes offset by the conversion of a related party convertible note.

Based upon our current financial condition, we do not have sufficient cash to operate our business at the current level for the next 12 months. We intend to fund operations through short-term or long-term debt and/or equity financing arrangements, however this may be insufficient to fund expenditures or other cash requirements. There can be no assurance that we will be successful in raising additional funding. If we are not able to secure additional funding, the implementation of our business plan will be impaired. There can be no assurance that such additional financing will be available to us on acceptable terms or at all.

Off Balance Sheet Arrangements

As of June 30, 2024, we had no off-balance sheet arrangements.

Going Concern

Our financial statements were prepared assuming we will continue as a going concern which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. We have negative working capital of $1,495,669 as of June 30, 2024, and have incurred losses since inception of $12,835,373. We expect to incur further losses in the development of our business and have been dependent on funding operations from inception. These conditions raise substantial doubt about our ability to continue as a going concern. Management's plans include continuing to finance operations through the private or public placement of debt and/or equity securities and the reduction of expenditures. However, no assurance can be given at this time as to whether we will be able to achieve these objectives. The financial statements do not include any adjustment relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should we be unable to continue as a going concern.

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Item 3. Quantitative and Qualitative Disclosures About Market Risk

A smaller reporting company is not required to provide the information required by this Item.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

We carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) as of June 30, 2024. This evaluation was carried out under the supervision and with the participation of our Chief Executive Officer and our Chief Financial Officer. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of June 30, 2024, our disclosure controls and procedures were not effective due to the presence of material weaknesses in internal control over financial reporting.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. Management has identified the following material weaknesses which have caused management to conclude that, as of June 30, 2024, our disclosure controls and procedures were not effective: (i) inadequate segregation of duties and effective risk assessment; and (ii) insufficient written policies and procedures for accounting and financial reporting with respect to the requirements and application of both US GAAP and SEC guidelines.

Remediation Plan to Address the Material Weaknesses in Internal Control over Financial Reporting

Our company plans to take steps to enhance and improve the design of internal controls over financial reporting. During the period covered by this quarterly report on Form 10-Q, we have not been able to remediate the material weaknesses identified above. To remediate such weaknesses, we plan to implement the following changes during our fiscal year ending March 31, 2025: (i) appoint additional qualified personnel to address inadequate segregation of duties and ineffective risk management; and (ii) adopt sufficient written policies and procedures for accounting and financial reporting. The remediation efforts set out are largely dependent upon our securing additional financing to cover the costs of implementing the changes required. If we are unsuccessful in securing such funds, remediation efforts may be adversely affected in a material manner.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during the three months ended June 30, 2024 that have materially affected, or are reasonable likely to materially affect, our internal control over financial reporting.

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PART II – OTHER INFORMATION

Item 1. Legal Proceedings

We are not a party to any pending legal proceeding. We are not aware of any pending legal proceeding to which any of our officers, directors, or any beneficial holders of 5% or more of our voting securities are adverse to us or have a material interest adverse to us.

Item 1A: Risk Factors

Please see the Risk Factors contained in our Annual Report on Form 10-K filed with the SEC on July 10, 2023, which are incorporated herein by reference.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

On May 9, 2024, 2024, the Company issued a total 39,000,000 shares to Long Eight Limited in exchange for services provided to the company at a price per share of $0.0037 US dollars.

On May 16, 2024, the Company issued a total 18,000,000 shares to Long Eight Limited in exchange for services provided to the company at a price per share of $0.0033 US dollars.

On May 9, 2024, the Company issued a total of 7,812,500 shares to Guy Webber in lieu of services provided to the company as per his employment contract, at a price per share of $0.0037 US dollars.

On May 9, 2024, the Company issued a total of 5,000,000 shares to Nathan Thompson in lieu of payment for Director Services provided to the company for the period July 01, 2023 to March 31, 2024, at a price per share of $0.0037 US dollars

On May 9, 2024, the Company issued a total of 5,000,000 shares to Ning Qu in lieu of payment for Director Services provided to the company for the period July 1, 2023 to March 31, 2024, at a price per share of $0.0037 US dollars

On May 9, 2024, the Company issued a total of 5,000,000 shares to Michael Hunter Land in lieu of payment for Director Services provided to the company for the period July 01, 2023 to March 31, 2024 at a price per share of $0.0037 US dollars

On May 9, 2024, the Company issued a total of 5,000,000 shares to Daniel Reshef in lieu of payment for Director Services provided to the company for the period July 01, 2023 to March 31, 2024 at a price per share of $0.0037 US dollars.

On August 13, 2024, the Company issued a total of 2,114,666 shares to Guy Webber in lieu of services provided to the company as per his employment contract.

On August 13, 2024, the shares which were held in escrow as part payment for services provided by Bridgeway Capital Partners as per an agreement dated June 24, 2022, were returned to Alterola Company Treasury, as Bridgeway Capital Partners waived their right to this payment.

These securities were issued pursuant to Section 4(a)(2) of the Securities Act and/or Rule 506 promulgated thereunder. The holders represented their intention to acquire the securities for investment only and not with a view towards distribution. The investors were given adequate information about us to make an informed investment decision. We did not engage in any general solicitation or advertising. We directed our transfer agent to issue the stock certificates with the appropriate restrictive legend affixed to the restricted stock.

Item 3. Defaults upon Senior Securities

None

Item 4. Mine Safety Disclosures

Not applicable.

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Item 5. Other Information

On July 22, 2024, Chain Bridge I, a Cayman Islands exempted company (“CBRG”), CB Holdings, Inc., a Nevada corporation (“HoldCo”), CB Merger Sub 1, a Cayman Islands exempted company (“CBRG Merger Sub”), Phytanix Bio, a Nevada corporation (the “Company”), and wholly owned subsidiary of Alterola Biotech, Inc., a Nevada corporation, and CB Merger Sub 2, Inc., a Nevada corporation (“Company Merger Sub”), entered into a Business Combination Agreement (as it may be amended, supplemented or otherwise modified from time to time, the “Business Combination Agreement”).

Phytanix Bio is a subsidiary of Alterola Biotech, Inc., and Phytanix is the parent company of ABTI Pharma, which holds the subsidiaries, Ferven and Phyto. Phytanix Bio is an innovative pharmaceutical company dedicated to the development of therapeutics based on cannabinoid and cannabinoid-like molecules. CBRG is a special purpose acquisition company formed for the purpose of acquiring or merging with one or more businesses. Upon closing of the transaction, expected to occur in the fourth quarter of 2024, the combined company will be named Phytanix Inc., and its common stock is expected to be listed on the Nasdaq Capital Market under the ticker symbol "PHYX."

The Business Combination

The Business Combination Agreement and the transactions contemplated thereby were approved by the boards of directors of each of the Company and CBRG. The Business Combination Agreement provides for, among other things, the consummation of the following transactions (the transactions contemplated by the Business Combination Agreement, collectively, the "Business Combination"):

(i) CBRG Merger Sub will merge with and into CBRG (the "CBRG Merger") and Company Merger Sub will merge with and into the Company (the "Company Merger" and, together with the CBRG Merger, the "Mergers"), with CBRG and the Company surviving the Mergers and, after giving effect to such Mergers, each of CBRG and the Company becoming a wholly owned subsidiary of HoldCo, on the terms and subject to the conditions in the Business Combination Agreement;

(ii) (A) each issued and outstanding Class A ordinary share, par value $0.0001 per share, of CBRG (the "CBRG Class A Shares") will be automatically cancelled, extinguished and converted into the right to receive one share of common stock, par value $0.0001 per share, of HoldCo (the "HoldCo Shares"); and (B) each issued and outstanding Class B ordinary share, par value $0.0001 per share, of CBRG (the "CBRG Class B Shares" and together with the CBRG Class A Shares, the CBRG Shares), will be automatically cancelled, extinguished and converted into the right to receive one HoldCo Share;

(iii) each outstanding warrant to purchase one CBRG Class A Share will be automatically exchanged for a warrant to purchase one HoldCo Share; and

(iv) (A) each warrant of the Company to purchase Company common stock will be exchanged for a warrant to purchase HoldCo Shares; (B) each warrant of the Company to purchase Company preferred stock will be exchanged for a warrant to purchase HoldCo preferred stock; (C) all promissory notes of the Company issued in connection with its June 2024 financing will be exchanged for HoldCo Series A convertible preferred stock, and any remaining issued and outstanding promissory notes of the Company will be automatically and fully cancelled; (D) each share of preferred stock, par value $0.000000001 per share, of the Company (the "Company Preferred Stock") that is issued and outstanding will be automatically converted into shares of HoldCo preferred stock; and (E) all issued and outstanding shares of Company Common Stock (other than treasury shares and shares with respect to which appraisal rights under the Nevada law are properly exercised and not withdrawn) will be automatically cancelled, extinguished and converted into the right to receive HoldCo Shares based on the exchange ratio set forth in the Business Combination Agreement.

Prior to the closing of the Business Combination (the "Closing"), (A) HoldCo will file with the Secretary of State of the State of Nevada an amended and restated certificate of incorporation of HoldCo, and (B) the board of directors of HoldCo will approve and adopt amended and restated bylaws of HoldCo, each in a form to be mutually agreed between CBRG and the Company. Following the Business Combination, HoldCo will change its name to Phytanix, Inc. and will be a publicly listed holding company which is expected to be listed on the Nasdaq Capital Market under the ticker symbol "PHYX."

The Business Combination is expected to close in the fourth quarter of 2024, following the receipt of the required approval by CBRG's and the Company's shareholders and the fulfillment of other customary closing conditions.

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Consideration

Under the terms of the Business Combination Agreement, the aggregate consideration to be paid in the Business Combination is derived from an equity value of $58 million. In addition, HoldCo will issue 17,000 shares of HoldCo Series A convertible preferred stock and issue additional shares of HoldCo preferred stock in exchange for certain short term debt obligations of the Company.

Representations and Warranties; Covenants

The Business Combination Agreement contains representations, warranties and covenants of each of the parties thereto that are customary for transactions of this type. HoldCo has agreed to take all action as may be necessary or appropriate such that, immediately after the Closing, HoldCo's board of directors will consist of up to seven directors, which shall be divided into three classes and be comprised of seven individuals determined by the Company, the CBRG Sponsor and CBRG prior to the effectiveness of the Registration Statement on Form S-4 (the "Registration Statement"), two of which directors shall be designated by the Company, in consultation with CBRG and the CBRG Sponsor, two of which directors shall be designated by the CBRG Sponsor, in consultation with the Company, and three of which directors shall be mutually agreed upon by the CBRG Sponsor and the Company. In addition, the board of directors of HoldCo will adopt an equity incentive plan and an employee stock purchase plan prior to the closing of the Business Combination.

Conditions to Each Party's Obligations

The obligation of CBRG, HoldCo, CBRG Merger Sub, Company Merger Sub and the Company to consummate the Business Combination is subject to certain customary closing conditions, including, but not limited to, (i) the absence of any order, law or other legal restraint or prohibition issued by any court of competent jurisdiction or other governmental entity of competent jurisdiction prohibiting or preventing the consummation of the transactions contemplated by the Business Combination Agreement, (ii) the effectiveness of the Registration Statement to be filed by HoldCo, in accordance with the provisions of the Securities Act of 1933, as amended (the "Securities Act"), registering certain shares of HoldCo to be issued in the Business Combination, (iii) the required approval of the Company's stockholders, (iv) the required approval of CBRG's shareholders, (v) HoldCo having at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) after giving effect to the transactions contemplated by the Business Combination Agreement (provided such limitation has not been validly removed from the amended and restated memorandum and articles of association (the "Articles") of CBRG prior to the Closing Date), (vi) the approval by Nasdaq of HoldCo's initial listing application in connection with the Business Combination, (vii) entry into employment agreements with certain key Company executives, (viii) formation of a capital markets and financing advisory committee made up of certain CBRG directors, (ix) assumption or cancellation of certain existing Company and CBRG notes, and (x) entry into an agreement providing for a $100 million equity line of credit with Keystone Capital Partners, LLC or its affiliates.

Termination

The Business Combination Agreement may be terminated under certain customary and limited circumstances prior to the closing of the Business Combination, including, but not limited to, (i) by mutual written consent of CBRG and the Company, (ii) by CBRG if the representations and warranties of the Company are not true and correct or if the Company fails to perform any covenant or agreement set forth in the Business Combination Agreement (including an obligation to consummate the Closing), in each case such that certain conditions to closing cannot be satisfied and the breach or breaches of such representations or warranties or the failure to perform such covenant or agreement, as applicable, are not cured or cannot be cured within certain specified time periods, (iii) by the Company if the representations and warranties of the Company are not true and correct or if the Company fails to perform any covenant or agreement set forth in the Business Combination Agreement (including an obligation to consummate the Closing), in each case such that certain conditions to closing cannot be satisfied and the breach or breaches of such representations or warranties or the failure to perform such covenant or agreement, as applicable, are not cured or cannot be cured within certain specified time periods, (iv) by either CBRG or the Company if the required approvals are not obtained from CBRG shareholders after the conclusion of a meeting of CBRG's shareholders held for such purpose at which such shareholders voted on such approvals, (v) by either CBRG or the Company, if any governmental entity of competent jurisdiction shall have issued an order permanently enjoining, restraining or otherwise prohibiting the transactions contemplated under the Business Combination Agreement and such order shall have become final and nonappealable, (vi) by CBRG if the Company does not deliver, or cause to be delivered to CBRG the written consent of the requisite shareholders of the Company adopting and approving the Business Combination and such failure is not cured within specified time periods, and (vii) by either CBRG or the Company if the transactions contemplated by the Business Combination Agreement have not been consummated on or prior to the last deadline for CBRG to consummate its initial business combination pursuant to the Articles.

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If the Business Combination Agreement is validly terminated, none of the parties to the Business Combination Agreement will have any liability or any further obligation under the Business Combination Agreement, except in the case of a willful and material breach or fraud and for customary obligations that survive the termination thereof (such as confidentiality obligations).

A copy of the Business Combination Agreement is attached as Exhibit 2.1 hereto and is incorporated herein by reference. The foregoing description of the Business Combination Agreement and the transactions contemplated thereby is qualified in its entirety by reference thereto. The Business Combination Agreement contains representations, warranties and covenants that the respective parties made to each other as of the date of the Business Combination Agreement or other specific dates. The assertions embodied in those representations, warranties and covenants were made for purposes of the contract among the respective parties and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating such agreement. The representations, warranties and covenants in the Business

Combination Agreement are also modified in important part by the underlying disclosure schedules which are not filed publicly and which are subject to a contractual standard of materiality different from that generally applicable to stockholders and were used for the purpose of allocating risk among the parties rather than establishing matters as facts. The Company does not believe that these schedules contain information that is material to an investment decision.

Sponsor Letter Agreement

Concurrently with the execution of the Business Combination Agreement, CBRG and the CBRG Sponsor, entered into a letter agreement (the "Sponsor Letter Agreement"), pursuant to which, among other things, (i) CBRG Sponsor agreed to vote its Class B Ordinary Shares in favor of each of the transaction proposals to be voted upon at the meeting of CBRG shareholders, including approval of the Business Combination Agreement and the transactions contemplated thereby, (ii) CBRG Sponsor agreed to waive any adjustment to the conversion ratio set forth in the governing documents of CBRG or any other anti-dilution or similar protection with respect to the Class B Ordinary Shares (whether resulting from the transactions contemplated by the Subscription Agreements (as defined below) or otherwise), and (iii) CBRG Sponsor agreed to be bound by certain transfer restrictions with respect to his, her or its shares in CBRG prior to the Closing.

Company Stockholder Transaction Support Agreements

Pursuant to the Business Combination Agreement, certain stockholders of the Company entered into transaction support agreements (collectively, the "Company Transaction Support Agreements") with CBRG and the Company, pursuant to which such stockholders of the Company agreed to, among other things, (i) vote in favor of the Business Combination Agreement and the transactions contemplated thereby and (ii) be bound by certain covenants and agreements related to the Business Combination.

The form of the Company Transaction Support Agreement is filed with this Quarterly Report as Exhibit 10.1 and is incorporated herein by reference, and the foregoing description of the Financing Agreement is qualified in its entirety by reference thereto.

Investor Rights Agreement

Concurrently with the execution of the Business Combination Agreement, CBRG, HoldCo, the CBRG Sponsor, and certain Company stockholders entered into an investor rights agreement (the "Investor Rights Agreement") pursuant to which, among other things, the CBRG Sponsor, and certain Company stockholders will be granted certain customary registration rights. Further, subject to customary exceptions set forth in the Investor Rights Agreement, the shares of HoldCo beneficially owned or owned of record by the CBRG Sponsor, certain officers and directors of CBRG and HoldCo (including any shares of HoldCo issued pursuant to the Business Combination Agreement) will be subject to a lock-up period beginning on the date the Closing occurs (the "Closing Date") until the date that is the earlier of (i) 365 days following the Closing Date (or six months after the Closing Date if a lock up party is an independent director) or (ii) the first date subsequent to the Closing Date with respect to which the closing price of HoldCo Shares equals or exceeds $12.00 per share for any 20 trading days within any 30-trading day period commencing at least 150 days after the Closing Date.

The form of the Investor Rights Agreement is filed with this Quarterly Report as Exhibit 10.2 and is incorporated herein by reference, and the foregoing description of the Investor Rights Agreement is qualified in its entirety by reference thereto.

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Secured Loan

On June 26, 2024, Alterola Biotech, Inc. entered into a Secured Promissory Note with its subsidiary, Phytanix Bio, in the amount of $42,500 due on September 26, 2024. The agreement does not call for any interest and may be prepaid at anytime.

The form of the Secured Promissory Note is filed with this Quarterly Report as Exhibit 4.1 and is incorporated herein by reference, and the foregoing description of the Secured Promissory Note is qualified in its entirety by reference thereto.

2024 Financing

On June 26, 2024, certain investors (the "Financing Investors") and the Company entered into that certain Securities Purchase Agreement pursuant to which, among other things, the Financing Investors agreed to purchase (i) certain promissory notes of the Company in the original principal amount of $4,413,650.40, (ii) certain warrants to acquire Company Common Shares, and (iii) warrants to acquire Company Series A Preferred Shares.

The form of the Securities Purchase Agreement, the form of Bridge Financing Note, the form of Common Stock Purchase Warrant and the forms of Preferred Stock Purchase Warrants in the 2024 Financing are filed with this Quarterly Report as Exhibits 10.3, 4.3, 4.4, 4.5 and 4.6 are incorporated herein by reference, and the foregoing description of such documents is qualified in its entirety by reference thereto.

Loan Agreement

On June 26, 2024, the Company agreed to loan CBRG $1,590,995.12, pursuant to an unsecured non-interest bearing promissory note (the "Bridge Financing Note"). The maturity date of the Bridge Financing Note is the later of (x) June 29, 2025 and (y) the consummation of the CBRG's initial business combination. The Bridge Financing Note may not be repaid with funds from the trust account that CBRG established for the benefit of its public holders. The proceeds from the Bridge Financing Note will be used (i) to pay off certain working capital loans issued by CBRG to Fulton AC I LLC, (ii) to pay for certain fees and expenses incurred in connection with the transactions contemplated in the Bridge Financing Note and CBRG's initial business combination and (iii) for other general corporate purposes.

The form of the Bridge Financing Note is filed with this Quarterly Report as Exhibit 4.2 and is incorporated herein by reference, and the foregoing description of the Bridge Financing Note is qualified in its entirety by reference thereto.

Item 6. Exhibits

Exhibit Number	Description of Exhibit
2.1 **	Business Combination Agreement, dated July 22, 2024
4.1**	Secured Promissory Note, dated June 26, 2024
4.2**	Form of Bridge Financing Note, dated June 26, 2024
4.3**	Form of Promissory Note in 2024 Financing
4.4**	Form of Common Stock Purchase Warrant in 2024 Financing
4.5**	Form of Series A Preferred Stock Purchase Warrant in 2024 Financing
4.6**	Form of Series B Preferred Stock Purchase Warrant in 2024 Financing
10.1**	Form of Company Shareholder Transaction Support Agreement
10.2**	Form of Investor Rights Agreement
10.3**	Securities Purchase Agreement in 2024 Financing
31.1**	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2**	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1**	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101**	The following materials from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024 formatted in Extensible Business Reporting Language (XBRL).

**Provided herewith

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SIGNATURES

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

Alterola Biotech, Inc.

Date: August 15, 2024

By: /s/ David Hitchcock
David Hitchcock
Title: Chief Executive Officer (Principal Executive Officer) and Director

Date: August 15, 2024

By: /s/ Timothy Rogers
Timothy Rogers
Title: Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer), Chairman, and Director

Exhibit 2.1

Execution Copy

BUSINESS COMBINATION AGREEMENT BY AND AMONG

CHAIN BRIDGE I, CB HOLDINGS, INC., CB MERGER SUB 1

CB MERGER SUB 2, INC., AND

PHYTANIX BIO DATED AS OF JULY 22, 2024

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BUSINESS COMBINATION AGREEMENT

This BUSINESS COMBINATION AGREEMENT (this "Agreement"), dated as of July 22, 2024, is made by and among Chain Bridge I, a Cayman Islands exempted company ("CBRG"), CB Holdings, Inc., a Nevada corporation ("HoldCo"), CB Merger Sub 1, a Cayman Islands exempted company ("CBRG Merger Sub"), Phytanix Bio, a Nevada corporation (the "Company"), and CB Merger Sub 2, Inc., a Nevada corporation ("Company Merger Sub"). CBRG, HoldCo, CBRG Merger Sub, the Company, and Company Merger Sub shall be referred to herein from time to time collectively as the "Parties". Capitalized terms used but not otherwise defined herein have the meanings set forth in Section 1.1.

WHEREAS, (a) CBRG is a blank check company incorporated as a Cayman Islands exempted company on January 21, 2021 for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses, (b) HoldCo is, as of the date of this Agreement, a wholly-owned Subsidiary of CBRG that was formed for purposes of consummating the transactions contemplated by this Agreement and the applicable Ancillary Documents, (c) CBRG Merger Sub is, as of the date of this Agreement, a wholly-owned Subsidiary of HoldCo that was formed for purposes of consummating the transactions contemplated by this Agreement and the applicable Ancillary Documents, and (d) Company Merger Sub is, as of the date of this Agreement, a wholly-owned Subsidiary of HoldCo that was formed for purposes of consummating the transactions contemplated by this Agreement and the applicable Ancillary Documents;

WHEREAS, pursuant to the Governing Documents of CBRG, CBRG is required to provide an opportunity for its shareholders to have their outstanding CBRG Class A Shares redeemed on the terms and subject to the conditions set forth therein in connection with obtaining the Required CBRG Shareholder Approval;

WHEREAS, as of the date of this Agreement, Fulton AC, a Cayman Islands exempted limited company (the "CBRG Sponsor"), owns 3,166,000 CBRG Class B Shares;

WHEREAS, concurrently with the execution of this Agreement, the CBRG Sponsor, CBRG, HoldCo, and the Company are entering into the sponsor letter agreement, substantially in the form attached hereto as Exhibit A (the "Sponsor Letter Agreement"), pursuant to which, among other things, the CBRG Sponsor has agreed to (i) vote all CBRG Shares owned by him, her or it in favor of this Agreement and the transactions contemplated hereby (including the Mergers), and (ii) subject to, and conditioned upon and effective as of immediately prior to, the occurrence of the CBRG Merger Effective Time, to waive any adjustment to the conversion ratio set forth in the Governing Documents of CBRG or any other anti-dilution or similar protection, in each case, with respect to the CBRG Class B Shares owned by him, her or it in connection with the transaction contemplated by this Agreement;

WHEREAS, concurrently with the execution of this Agreement, CBRG, the Company, and certain Company Shareholders (collectively, the "Sup p orting Company Shareholders") shall enter into a transaction support agreement, substantially in the form attached hereto as Exhibit B (collectively, the "Company Shareholder Transaction Sup p ort Agreements"), pursuant to which each such Supporting Company Shareholder will agree to, among other things, (a) support and vote in favor of this Agreement, the Ancillary Documents to which the Company is or will be a party and the transactions contemplated hereby and thereby (including the Mergers), (b) take, or cause to be taken, any actions necessary or advisable to cause certain agreements to be terminated effective as of the Closing, and (c) not transfer any of his, her or its Equity Securities of the Company, in each case, on the terms and subject to the conditions set forth in the Company Shareholder Transaction Support Agreements;

WHEREAS, on June 26, 2024, certain investors (the "Financing Investors") and the Company entered into that certain Securities Purchase Agreement (the "Financing Agreement"), pursuant to which, among other things, the Financing Investors agreed to purchase
(i) certain promissory notes of the Company (the "Financing Notes") in the original principal amount of $4,413,650.40 (the "Financing Commitment"), (ii) certain warrants to acquire Company Common Shares (as defined below) (the "Financing Common Warrants"), and
(iii) warrants to acquire Company Series A Preferred Shares (as defined below) (the "Financing Preferred Warrants", and together with the Financing Common Warrants, the "Financing Warrants") (such financing collectively, the "2024 Financing"), in each case, on the terms and subject to the conditions set forth in the Transaction Documents (as defined in the Financing Agreement);

WHEREAS, upon consummation of the 2024 Financing, the Company issued a loan to CBRG pursuant to that certain promissory note dated as of June 26, 2024 in the aggregate original principal amount of $1,590,995.12 (the "SPAC Note");

WHEREAS, concurrently with the execution of this Agreement, each of HoldCo, the CBRG Sponsor and certain Company Shareholders shall enter into an investor rights agreement substantially in the form attached hereto as Exhibit C (the "Investor Rights Agreement"), pursuant to which, among other things, subject to, and conditioned upon and effective as of, the CBRG Merger Effective Time, each of the CBRG Sponsor and the Company Shareholders party thereto (a) will agree not to effect any sale or distribution of any Equity Securities of HoldCo held by any of them during the lock-up period described therein and (b) will be granted certain

registration rights with respect to their respective HoldCo Shares, in each case, on the terms and subject to the conditions set forth therein;

WHEREAS, the board of directors of CBRG (the "CBRG Board") has (a) approved this Agreement, the Ancillary Documents to which CBRG is or will be a party and the transactions contemplated hereby and thereby (including the Mergers) and (b) recommended, among other things, approval of this Agreement and the transactions contemplated by this Agreement (including the Mergers) by the holders of CBRG Shares entitled to vote thereon;

WHEREAS, the board of directors of HoldCo (the "HoldCo Board") has (a) unanimously approved this Agreement, the Ancillary Documents to which HoldCo is or will be a party and the transactions contemplated hereby and thereby (including the Mergers) and
(b) recommended, among other things, approval of this Agreement and the transactions contemplated by this Agreement (including the Mergers) by the holders of HoldCo Shares entitled to vote thereon;

WHEREAS, the board of directors of CBRG Merger Sub has unanimously approved this Agreement, the Ancillary Documents to which CBRG Merger Sub is or will be a party and the transactions contemplated hereby and thereby (including the CBRG Merger);

WHEREAS, the board of directors of Company Merger Sub has unanimously approved this Agreement, the Ancillary Documents to which Company Merger Sub is or will be a party and the transactions contemplated hereby and thereby (including the Company Merger);

WHEREAS, CBRG, as the sole stockholder of HoldCo, will as promptly as reasonably practicable (and in any event within one
(1) Business Day) following the date of this Agreement, approve this Agreement, the Ancillary Documents to which HoldCo is or will be a party and the transactions contemplated hereby and thereby (including the Mergers);

WHEREAS, HoldCo, as the sole shareholder of CBRG Merger Sub and the sole stockholder of Company Merger Sub, will as promptly as reasonably practicable (and in any event within one (1) Business Day) following the date of this Agreement, approve this Agreement, the Ancillary Documents to which each of CBRG Merger Sub and Company Merger Sub is or will be a party and the transactions contemplated hereby and thereby (including the Mergers);

WHEREAS, the board of directors of the Company (the "Company Board") has (a) unanimously approved this Agreement, the Ancillary Documents to which the Company is or will be a party and the transactions contemplated hereby and thereby (including the Company Merger) and (b) recommended, among other things, the approval of this Agreement, the Ancillary Documents to which the Company is or will be a party and the transactions contemplated hereby and thereby (including the Company Merger) by the holders of Company Shares entitled to vote thereon;

WHEREAS, the Company Shareholders holding a number of Company Shares sufficient to provide the Requisite Company Shareholder Approval will, as promptly as reasonably practicable (and in any event within one (1) Business Day) following the date of effectiveness of the Registration Statement/Proxy Statement, approve this Agreement, the Ancillary Documents to which the Company is or will be a party and the transactions contemplated hereby and thereby (including the Company Merger) by executing and delivering the Company Shareholder Written Consent;

WHEREAS, on the Closing Date, at the CBRG Merger Effective Time, CBRG Merger Sub will merge with and into CBRG (the "CBRG Merger"), with CBRG as the surviving company in such merger and, after giving effect to such merger, CBRG will be a wholly- owned Subsidiary of HoldCo, and (i) each issued and outstanding CBRG Share will be automatically converted, as of the CBRG Merger Effective Time, into the right to receive one (1) HoldCo Share, in each case, on the terms and subject to the conditions set forth in this Agreement and (ii) each outstanding CBRG warrant to purchase one CBRG Share will be converted into one HoldCo warrant to purchase one HoldCo Share;

WHEREAS, on the Closing Date, following the consummation of the CBRG Merger, at the Company Merger Effective Time, Company Merger Sub will merge with and into the Company (the "Company Merger" and together with the CBRG Merger, the "Mergers"), with the Company as the surviving company in such merger and, after giving effect to such merger, (1) the Company will be a wholly-owned Subsidiary of HoldCo, (2) each issued and outstanding Company Share will be automatically converted as of the Company Merger Effective Time into the right to receive a portion of the Transaction Share Consideration, (3) the Financing Notes will be exchanged for 7,488 Series A Convertible Preferred Shares of HoldCo (the "Financing Note Exchange"), (4) each Financing Common Warrant will be converted into one HoldCo warrant to purchase one HoldCo Share (a "Rollover Common Warrant"), and (5) each Financing Preferred Warrant will be converted into one HoldCo warrant to purchase one Series A Convertible Preferred Share (a "Rollover Preferred Warrant"), in each case, on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, each of the Parties intends for U.S. federal income tax purposes that (a) the Mergers and the Financing Notes (to the extent applicable) shall collectively be treated as an integrated transaction qualifying under Section 351(a) of the Code, (b) the Company Merger qualifies as a "reorganization" within the meaning of Section 368(a) of the Code, and (c) this Agreement constitutes a "plan of reorganization" within the meaning of Section 368 of the Code and Treasury Regulations promulgated thereunder, (clauses (a) through (c), collectively, the "Intended Tax Treatment").

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

ARTICLE 1
CERTAIN DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms have the respective meanings set forth

below. "280G Ap p roval" has the meaning set forth in Section 5.21.

"2024 Financing" has the meaning set forth in the recitals to this

Agreement. "Additional CBRG SEC Reports" has the meaning set forth

in Section 4.7.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"Aggregate Financing Proceeds" means the sum of, without duplication, the aggregate gross cash proceeds received by the CBRG Parties or the Company in respect of the 2024 Financing, and the aggregate gross cash proceeds received by the CBRG Parties whether such proceeds are received prior to or on the Closing Date and before giving effect to any uses thereof (including the payment or satisfaction of any fees, costs or expenses). Notwithstanding anything to the contrary herein, (i) any cash proceeds received by a CBRG Party or the Company or any of its Affiliates in respect of the 2024 Financing prior to the Closing Date shall constitute, and be taken into account for purposes of determining, Aggregate Financing Proceeds (without, for the avoidance of doubt, giving effect to, or otherwise taking into account the use of any such proceeds) and (ii) if any CBRG Party or the Company or any of its Affiliates directs all or any portion of the proceeds from any of the foregoing financings to pay any fees, costs or expenses, such proceeds will, for the avoidance of doubt, be deemed received pursuant to this definition and will constitute "Aggregate Financing Proceeds".

"Aggregate In-the-Money Option Exercise Price" means the aggregate exercise price that would be paid to the Company in respect of all In-the-Money Options if all such In-the-Money Options were exercised in full immediately prior to the Company Merger Effective Time (without giving effect to any "net" exercise or similar concept).

"Aggregate Transaction Proceeds" means an amount equal to the sum of (a) the aggregate cash proceeds available for release to any CBRG Party (or any designees thereof) from the Trust Account in connection with the transactions contemplated hereby (after giving effect to the CBRG Shareholder Redemption and before giving effect to the payment of any fees, costs or expenses (including, for the avoidance of doubt, any deferred underwriting commissions)) and (b) the Aggregate Financing Proceeds.

"Agreement" has the meaning set forth in the introductory paragraph to this

Agreement. "Allocation Schedule" has the meaning set forth in Section 2.3(a).

"Allocation Schedule Requirements" has the meaning set forth in Section 2.3(b).

"Ancillary Documents" means the Investor Rights Agreement, Sponsor Letter Agreement, the Financing Agreement, Financing Note, the Company Shareholder Transaction Support Agreements and each other agreement, document, instrument and/or certificate contemplated by this Agreement executed or to be executed in connection with the transactions contemplated hereby (including the Mergers).

"Anti-Corruption Laws" means, collectively, (a) the U.S. Foreign Corrupt Practices Act (FCPA), (b) the UK Bribery Act 2010 and
(c) any other anti-bribery, anti-money laundering or anti-corruption Laws or Orders related to combatting bribery, corruption and money laundering.

"Audited Financial Statements" has the meaning set forth in Section 3.4(a).

"Business" means the business of, directly or indirectly, researching, developing, testing, manufacturing, distributing, marketing or selling products, platforms, or services related to cardiac ablation therapeutic (or similar) technologies for the treatment of cardiac disorders or diseases, or any activities, services, products, platforms or businesses incidental or attendant thereto.

"Business Combination Proposal" has the meaning set forth in Section 5.8.

"Business Day" means a day, other than a Saturday or Sunday, on which commercial banks in New York, New York are open for the general transaction of business.

"Cayman Companies Law" means the Companies Act (Revised) of the Cayman Islands.

"CBA" means any collective bargaining agreement or other Contract with any labor union, labor organization, or works council.

"CBRG" has the meaning set forth in the preamble of this Agreement.

"CBRG Acquisition Proposal" means any transaction or series of related transactions under which CBRG or any of its controlled Affiliates, directly or indirectly, (i) acquires or otherwise purchases any other Person(s), (ii) engages in a "business combination" (as defined in the Governing Documents of CBRG), or (iii) acquires or otherwise purchases all or a material portion of the assets, Equity Securities or businesses of any other Person(s) (in the case of each of clause (i), (ii) and (iii), whether by merger, consolidation, recapitalization, purchase or issuance of Equity Securities, purchase of assets, tender offer or otherwise). Notwithstanding the foregoing or anything to the contrary herein, none of this Agreement, the Ancillary Documents or the transactions contemplated hereby or thereby shall constitute a CBRG Acquisition Proposal.

"CBRG Board" has the meaning set forth in the recitals to this Agreement. "CBRG Board Recommendation" has the meaning set forth in Section 5.8.

"CBRG Class A Shares" means CBRG's Class A ordinary shares, par value US$0.0001 per share. "CBRG Class B Shares" means CBRG's Class B ordinary shares, par value US$0.0001 per share. "CBRG D&O Persons" has the meaning set forth in Section 5.16(a).

"CBRG Designee" has the meaning set forth in Section 5.18(b).

"CBRG Disclosure Schedules" means the disclosure schedules to this Agreement delivered to the Company by CBRG on the date of this Agreement.

"CBRG Existing Director Agreements" means those certain Letter Agreements, each dated December 29, 2023, between CBRG and each of Mr. Silberman, and Mr. Baron, and that certain Letter Agreement, dated February 21, 2024 between CBRG and Mr. Wiener.

"CBRG Expiration Date" means the later of (a) November 15, 2024 or (b) the date (or latest date, in the event of multiple CBRG Extensions) set as the deadline for CBRG to consummate its initial business combination following one or more CBRG Extensions.

"CBRG Expenses" means, as of any determination time, the aggregate amount of fees, expenses, commissions or other amounts incurred by or on behalf of any CBRG Party, whether or not due and payable, in connection with the negotiation, preparation or execution of this Agreement or any Ancillary Documents, the performance of its covenants or agreements in this Agreement or any Ancillary Document or the consummation of the transactions contemplated hereby or thereby, including (a) the fees and expenses of outside legal counsel, accountants, advisors, brokers, investment bankers, consultants or other agents or service providers of any CBRG Party, (b) any other fees, expenses, commissions or amounts that are expressly allocated to any CBRG Party pursuant to this Agreement or any Ancillary Document, (c) any deferred underwriter fees, discounts and commissions in connection with CBRG's initial public offering, (d) the fees, costs and expenses incurred in connection with the 2024 Financing, including any cash financing fees or third-party advisory expenses in connection therewith, (e) the costs and expenses associated with any filings with or notifications to any

Governmental Entity in connection with the transactions contemplated by this Agreements or the Ancillary Documents, including pursuant to the HSR Act, (f) the fees, costs and expenses associated with the preparation and filing of the Registration Statement/Proxy Statement, (g) the SPAC Note and any Working Capital Note, (h) the fees and costs associated with the CBRG Extension, if any, and (i) the fees, costs and expenses associated with the CBRG Shareholders Meeting.

"CBRG Extension" has the meaning set forth in Section 5.23.

"CBRG Financial Statements" means all of the financial statements of CBRG included in the CBRG SEC Reports.

"CBRG Fundamental Representations" means the representations and warranties set forth in Section 4.1 (Organization and Q ualification), Section 4.2 (Authority), Section 4.4 (Brokers), and Section 4.6 (other than clause 9(d) thereof) (Capitalization of the CBRG Parties).

"CBRG Material Adverse Effect" means any change, event, effect or occurrence that, individually or in the aggregate with any other change, event, effect or occurrence, has had or would reasonably be expected to have a material adverse effect on the ability of the CBRG Parties to consummate the transactions contemplated by this Agreement in accordance with the terms hereof. Notwithstanding the foregoing or anything to the contrary herein, (a) in no event shall (i) the execution or public announcement of this Agreement or the pendency or consummation of the transactions contemplated by this Agreement, including the impact thereof on the relationships, contractual or otherwise, of any CBRG Party with investors, contractors, lenders, suppliers, vendors, partners, licensors, licensees, payors or other third parties related thereto (provided that the exception in this clause (i) shall not apply to the representations and warranties set forth in Section 4.3(b) to the extent that its purpose is to address the consequences resulting from the public announcement or pendency or consummation of the transactions contemplated by this Agreement or the condition set forth in Section 6.3(a) to the extent it relates to such representations and warranties), (ii) any CBRG Shareholder Redemption, in and of itself, or (iii) any breach of any covenants, agreements or obligations of a Financing Investor under any Financing Agreement (including any breach of a Financing Investor's (other than CBRG Sponsor and its Affiliates) obligations to fund any amounts thereunder when required), in and of itself, constitute a CBRG Material Adverse Effect and (b) no change, event, effect or occurrence that is generally applicable to "SPACs" shall be taken into account in determining whether a CBRG Material Adverse Effect has occurred or is reasonably likely to occur, except to the extent any such change, event, effect or occurrence has or would reasonably be expected to have a disproportionate adverse effect on CBRG relative to other similarly situated "SPACs".

"CBRG Merger" has the meaning set forth in the recitals to this Agreement.

"CBRG Merger Consideration" has the meaning set forth in Section 2.1(c)

(vii). "CBRG Merger Effective Time" has the meaning set forth in Section

2.1(c) (ii). "CBRG Merger Proposal" has the meaning set forth in Section

5.8.

"CBRG Merger Sub" has the meaning set forth in the preamble of this Agreement.

"CBRG Parties" means, collectively, CBRG, HoldCo, CBRG Merger Sub and Company

Merger Sub. "CBRG Plan of Merger" has the meaning set forth in Section 2.1(c) (ii).

"CBRG Related Party" has the meaning set forth in Section 4.9.

"CBRG Related Party Transactions" has the meaning set forth in Section

4.9. "CBRG SEC Reports" has the meaning set forth in Section 4.7.

"CBRG Shareholder" means a holder of CBRG Class A Shares and/or CBRG Class B Shares as of any determination time prior to the CBRG Merger Effective Time.

"CBRG Shareholder Redemption" means the right of eligible holders of CBRG Class A Shares to redeem all or a portion of their CBRG Class A Shares (in connection with the transactions contemplated by this Agreement or otherwise) as set forth in Governing Documents of CBRG.

"CBRG Shareholders Meeting" has the meaning set forth in Section 5.8.

"CBRG Shares" means, collectively, the CBRG Class A Shares and the CBRG Class B Shares.

"CBRG Sponsor" has the meaning set forth in the recitals to this Agreement.

"Certificates" has the meaning set forth in Section 2.1(c) (vii).

"Change of Control" means any transaction or series of transactions the result of which is: (a) the acquisition by any Person or "group" (as defined in the Exchange Act) of Persons of direct or indirect beneficial ownership of securities representing 50% or more of the combined voting power of the then-outstanding securities of HoldCo; (b) a merger, consolidation, reorganization or other business combination, however effected, resulting in any Person or "group" (as defined in the Exchange Act) acquiring at least 50% of the combined voting power of the then-outstanding securities of HoldCo or the surviving Person outstanding immediately after such combination; or (c) a sale of all or substantially all of the assets of the HoldCo and its Subsidiaries, taken as a whole.

"Change of Control Payment" means (a) any success, change of control, retention, transaction bonus or other similar payment or amount to any Person as a result of, or in connection with, this Agreement, any Ancillary Document or the transactions contemplated hereby or thereby, excluding any "double trigger" or "multiple trigger" bonus, payment or amount that may become payable when combined with or followed by one or more additional facts, matters or events, or (b) any payments made or required to be made pursuant to or in connection with or upon termination of, or any fees, expenses or other payments owing or that will become owing in respect of, any Company Related Party Transaction (in the case of each of clause (a) and (b), regardless of whether paid or payable prior to, at or after the Closing or in connection with or otherwise related to this Agreement or any Ancillary Document or one or more circumstances, matters, transactions or events unrelated to this Agreement or the Ancillary Documents).

"Closing" has the meaning set forth in Section 2.2.

"Closing Date" has the meaning set forth in Section

2.2.

"Closing Filing" has the meaning set forth in Section 5.4(b).

"Closing Press Release" has the meaning set forth in Section

5.4(b).

"COBRA" means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code and any similar state

Law. "Code" means the U.S. Internal Revenue Code of 1986.

"Company" has the meaning set forth in the introductory paragraph to this Agreement.

"Company Acquisition Proposal" means any inquiry, proposal or offer concerning (a) any transaction or series of related transactions under which any Person(s), directly or indirectly, (i) acquires or otherwise purchases the Company and its controlled Affiliates, taken as a whole, or a majority of the voting power or Equity Securities of the Company, or (ii) acquires, is granted, leased or licensed or otherwise purchases all or a material portion of assets, properties or businesses of the Company and its controlled Affiliates, taken as a whole (in the case of each of clause (i) and (ii), whether by merger, consolidation, liquidation, dissolution, recapitalization, reorganization, amalgamation, scheme of arrangement, purchase of assets, share exchange, business combination, purchase or issuance of Equity Securities, tender offer or otherwise), or (b) any issuance, sale or acquisition of any portion of the Equity Securities or voting power or similar investment in the Company or any of its Subsidiaries (other than the issuance of Company Options in accordance with the terms of a Company Equity Plan prior to the Closing). Notwithstanding the foregoing or anything to the contrary herein, none of this Agreement, the Ancillary Documents or the transactions contemplated hereby or thereby or any other transaction with CBRG, any Financing Investor or any of their respective Affiliates shall constitute a Company Acquisition Proposal.

"Company Board" has the meaning set forth in the recitals to this

Agreement. "Company Board Recommendation" has the meaning set forth

in Section 5.15(a).

"Company Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of the

Company. "Company Certificate of Merger" has the meaning set forth in Section 2.1(d) (ii).

"Company Common Shares" means shares of common stock, par value $0.000000001 per share, of the Company designated as "Common Stock" pursuant to the Company Certificate of Incorporation.

"Company D&O Persons" has the meaning set forth in Section 5.17(a).

"Company Designee" has the meaning set forth in Section 5.18(b).

"Company Disclosure Schedules" means the disclosure schedules to this Agreement delivered to CBRG by the Company on the date of this Agreement.

"Company Equity Award" means, as of any determination time, each Company Option and each other award (including restricted share unit, deferred share unit, share appreciation right, or phantom equity award) to any current or former director, manager, officer, employee, individual independent contractor or other service provider of any Group Company that provides rights of any kind to receive any Equity Security, or a payment with respect to the value of any Equity Security, of any Group Company under any Company Equity Plan or otherwise.

"Company Equity Plan" means the Company 2024 Stock Plan and each other plan that provides for the award, grant or issuance to any current or former director, manager, officer, employee, individual independent contractor or other service provider of any Group Company of rights of any kind to receive Equity Securities of any Group Company or benefits measured in whole or in part by reference to Equity Securities of any Group Company.

"Company Equityholders" means, collectively, the Company Shareholders, the holders of Company Equity Awards, the holders of Company Warrants, and the holders of any other Equity Securities of the Company, as of any determination time prior to the Company Merger Effective Time.

"Company Fundamental Representations" means the representations and warranties set forth in Section 3.1(a) and Section 3.1(b) (Organization and Q ualification), Section 3.2(a) through Section 3.2(e), and Section 3.2(g) (Capitalization of the Group Companies), Section 3.3 (Authority), Section 3.4(f) (Financial Statements; Undisclosed Liabilities), Section 3.8(a) and Section 3.8(b) (ii) (Absence of Changes) and Section 3.17 (Brokers).

"Company IT Systems" means all computer systems, Software and hardware, communication systems, servers, network equipment and related documentation, in each case, owned, licensed or leased by a Group Company.

"Company Licensed Intellectual Property" means Intellectual Property Rights owned by any Person (other than a Group Company) that is licensed to any Group Company.

"Company Material Adverse Effect" means any change, event, effect or occurrence that, individually or in the aggregate with any other change, event, effect or occurrence, has had or would reasonably be expected to have a material adverse effect on (a) the business, results of operations or financial condition of the Group Companies, taken as a whole, or (b) the ability of the Company to consummate the transactions contemplated by this Agreement in accordance with the terms of hereof; *provided*, *however*, that, in the case of clause (a), none of the following shall be taken into account in determining whether a Company Material Adverse Effect has occurred or is reasonably likely to occur: any adverse change, event, effect or occurrence arising after the date of this Agreement from or related to (i) general business or economic conditions in or affecting the United States, or changes therein, or the global economy generally, (ii) any national or international political or social conditions in the United States or any other country, including the engagement by the United States or any other country in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence in any place of any military or terrorist attack, sabotage or cyberterrorism, (iii) changes in conditions of the financial, banking, capital or securities markets generally in the United States or any other country or region in the world, or changes therein, including changes in interest rates in the United States or any other country and changes in exchange rates for the currencies of any countries, (iv) changes in any applicable Laws, (v) any change, event, effect or occurrence that is generally applicable to the industries or markets in which any Group Company operates, (vi) the execution or public announcement of this Agreement or the pendency or consummation of the transactions contemplated by this Agreement, including the impact thereof on the relationships, contractual or otherwise, of any Group Company with employees, customers, investors, contractors, lenders, suppliers, vendors, partners, licensors, licensees, payors or other third parties related thereto (provided that the exception in this clause (vi) shall not apply to the representations and warranties set forth in Section 3.5(b) to the extent that its purpose is to address the consequences resulting from the public announcement or pendency or consummation of the transactions contemplated by this Agreement or the condition set forth in Section 6.2(a) to the extent it relates to such representations and warranties), (vii) any failure by any Group Company to meet, or changes to, any internal or published budgets, projections, forecasts, estimates or predictions (although the underlying facts and circumstances resulting in such failure may be taken into account to the extent not otherwise excluded from this definition pursuant to clauses (i) through (vi) or (viii)), or (viii) any hurricane, tornado, flood, earthquake, tsunami, natural disaster, mudslides, wild fires, epidemics, pandemics (including COVID-19) or quarantines, acts of God or other natural disasters or comparable

events in the United States or any other country or region in the world, or any escalation of the foregoing; *provided*, *however*, that any change, event, effect or occurrence resulting from a matter described in any of the foregoing clauses (i) through (v) or clause (viii) may be taken into account in determining whether a Company Material Adverse Effect has occurred or is reasonably likely to occur to the extent such change, event, effect or occurrence has had or would reasonably be expected to have a disproportionate adverse effect on the Group Companies relative to other participants operating in the industries or markets in which the Group Companies operate.

"Company Merger" has the meaning set forth in the recitals to this Agreement.

"Company Merger Effective Time" has the meaning set forth in Section 2.1(d) (ii).

"Company Merger Sub" has the meaning set forth in the preamble of this

Agreement.

"Company Option" means, as of any determination time, each option to purchase Company Common Shares that is outstanding and unexercised, whether granted under a Company Equity Plan or otherwise.

"Company Owned Intellectual Property" means all Intellectual Property Rights that are owned or purported to be owned by the Group Companies.

"Company Preferred Shares" means, collectively, the Company Series A Preferred Shares.

"Company Preferred Shares Conversion" has the meaning set forth in Section 2.4(b).

"Company Product" means technology, materials or products that are being researched, tested, developed, manufactured, distributed, used, marketed or sold by or on behalf of the Group Companies.

"Company Registered Intellectual Property" means all Registered Intellectual Property owned or purported to be owned by, or filed by or in the name of any Group Company.

"Company Related Party" has the meaning set forth in Section 3.19.

"Company Related Party Transactions" has the meaning set forth in Section 3.19.

"Company Series A Preferred Shares" means shares of preferred stock, par value $0.000000001 per share, of the Company designated as "Series A Preferred Stock" pursuant to the Company Certificate of Incorporation.

"Company Shareholder Transaction Sup p ort Agreements" has the meaning set forth in the recitals to this

Agreement. "Company Shareholder Written Consent" has the meaning set forth in Section 5.15(a).

"Company Shareholder Written Consent Deadline" has the meaning set forth in Section 5.15(a).

"Company Shareholders" means, collectively, the holders of Company Shares as of any determination time prior to the Company Merger Effective Time.

"Company Shareholder Transaction Sup p ort Agreements" has the meaning set forth in the recitals to this Agreement.

"Company Shares" means, collectively, the Company Common Shares, and any Company Common Shares issuable in respect of any Company Warrant.

"Company Warrant Exercise" has the meaning set forth in Section 2.4(e).

"Company Warrants" means, as of any determination time, each warrant (or similar instrument) to purchase Company Shares that is outstanding, including those listed on Section 2.4(d) of the Company Disclosure Schedules, but shall not include the Financing Warrants.

"Confidentiality Agreement" means that certain Mutual Confidentiality Agreement, dated as of March 19, 2024, by and between the Company and CBRG.

"Consent" means any notice, authorization, qualification, registration, filing, notification, waiver, order, consent or approval to be obtained from, filed with or delivered to, a Governmental Entity or other Person.

"Contract" or "Contracts" means any agreement, contract, license, lease, obligation, undertaking or other commitment or arrangement that is legally binding upon a Person or any of his, her or its properties or assets.

"Cop y rights" has the meaning set forth in the definition of Intellectual Property Rights.

"COVID-19" means SARS-CoV-2 or COVID-19 and any evolutions thereof or related or associated epidemics, pandemic, or disease outbreaks.

"Creator" has the meaning set forth in Section 3.13(d).

"Designated Material Contracts" has the meaning set forth in Section 5.1(b)

(vii). "Dissenting Company Shareholder" has the meaning set forth in

Section 2.7(b). "Dissenting Company Shares" has the meaning set forth in

Section 2.7(b). "DPA" has the meaning set forth in Section 4.18.

"Earnout Period" means the time period between the Closing Date and the fifth anniversary of the Closing Date.

"Employee Benefit Plan" means each "employee benefit plan" (as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA), each severance, gratuity, termination indemnity, incentive or bonus, retention, change in control, deferred compensation, profit sharing, retirement, welfare, post-employment welfare, vacation or paid-time-off, stock purchase, stock option or equity incentive plan, program, policy, Contract or arrangement and each other benefit or compensatory plan, program, policy or Contract that any Group Company maintains, sponsors, contributes to or is required to contribute to, or under or with respect to which any Group Company has any Liability or with respect to which any Group Company has or could reasonably be expected to have any Liability, other than any plan required by applicable Law that is sponsored or maintained by a Governmental Entity.

"Environmental Laws" means all Laws and Orders concerning pollution, protection of the environment, or human health or

safety. "Equity Securities" means any share, share capital, capital stock, partnership, membership, joint venture, or similar

interest in any

Person (including any stock appreciation, phantom stock, profit participation or similar rights), and any option, warrant, right or security (including debt securities) convertible, exchangeable or exercisable

therefor. "Equity Value" means $58,000,000.

"Equity Value Per Share" means (a) the Equity Value, divided by (b) the Fully-Diluted Company Capitalization.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"Exchange Act" means the Securities Exchange Act of 1934.

"Exchange Agent" has the meaning set forth in Section 2.6(a).

"Exchange Agent Agreement" has the meaning set forth in Section 2.6(a).

"Exchange Fund" has the meaning set forth in Section 2.6(d).

"Exchange Ratio" means (a) the Equity Value Per Share, divided by (b) the HoldCo Share

Value. "FDA" means the U.S. Food and Drug Administration.

"FDCA" has the meaning set forth in Section 3.24(b).

"Federal Securities Laws" means the Exchange Act, the Securities Act and the other U.S. federal securities laws and the rules and regulations of the SEC promulgated thereunder or otherwise.

"Financing Agreement" has the meaning set forth in the recitals to this Agreement.

"Financing Commitment" has the meaning set forth in the recitals to this

Agreement. "Financing Note" has the meaning set forth in the recitals to this

Agreement. "Financing Note Exchange" has the meaning set forth in the recitals to

this Agreement.

"Financing Common Warrants" has the meaning set forth in the recitals to this

Agreement. "Financing Preferred Warrants" has the meaning set forth in the recitals to

this Agreement. "Financing Warrants" has the meaning set forth in the recitals to this

Agreement.

"First Surviving Company" has the meaning set forth in Section 2.1(c)(i).

"First Surviving Company Governing Documents" has the meaning set forth in Section 2.1(c) (iv).

"Foreign Benefit Plan" means each Employee Benefit Plan maintained by any of the Group Companies for its current or former employees, officers, directors or other individual service providers located outside of the United States.

"Fully -Diluted Company Capitalization" means, without duplication, the sum of (a) the aggregate number of Company Shares outstanding as of immediately prior to the Company Merger Effective Time (and after, for the avoidance of doubt, giving effect to (i) the Company Preferred Shares Conversion, and (ii) the termination or net exercise of the Company Warrants pursuant to Section 2.4(e)), and
(b) the aggregate number of Company Shares subject to In-the-Money Options as of immediately prior to the Company Merger Effective Time.

"GAAP" means United States generally accepted accounting principles.

"Governing Documents" means the legal document(s) by which any Person (other than an individual) establishes its legal existence, or which govern its internal affairs. For example, the "Governing Documents" of a U.S. corporation are its certificate or articles of incorporation and by-laws, the "Governing Documents" of a U.S. limited partnership are its limited partnership agreement and certificate of limited partnership, the "Governing Documents" of a U.S. limited liability company are its operating or limited liability company agreement and certificate of formation and the "Governing Documents" of a Cayman Islands exempted company are its memorandum and articles of association.

"Governmental Entity" means any United States or non-United States (a) federal, state, local, municipal or other government, (b) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal) or (c) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including notified bodies as well as any arbitral tribunal (public or private). For the avoidance of doubt, any institutional review board, ethics committee, data monitoring committee, or other committee or entity with authority with respect to any activities or Company Products that are subject to any Healthcare Regulatory Authorities shall constitute a Governmental Entity.

"Group Company" and "Group Companies" means, collectively, the Company and its Subsidiaries.

"Hazardous Substance" means any material, substance or waste that is regulated by, or may give rise to standards of conduct or Liability pursuant to, any Environmental Law, including any petroleum products or byproducts, asbestos, lead, polychlorinated biphenyls, per- and poly-fluoroalkyl substances, or radon.

"Healthcare Regulatory Authority" means any Governmental Entity with jurisdiction over (a) the research, development, marketing, labeling, sale, distribution, use, handling and control, safety, efficacy, reliability, manufacturing, approval, licensing of any drug,

(b) federal healthcare programs, (c) commercial or private insurance entities or companies or (d) the protection of personal or health information. For the avoidance of doubt the FDA, the Centers for Medicare & Medicaid Services, the U.S. Department of Justice, the U.S. Department of Health and Human Services, Office of Civil Rights, State Departments of Insurance, and the Federal Trade Commission and their equivalent state, local and foreign entities as well as notified bodies shall each constitute a Healthcare Regulatory Authority.

"HoldCo" has the meaning set forth in the preamble of this Agreement.

"HoldCo Board" means the meaning set forth in the recitals to this Agreement.

"HoldCo Convertible Notes" has the meaning set forth in the recitals to this Agreement.

"HoldCo Series A Preferred Shares" means the preferred stock of HoldCo to be designated "Series A Convertible Preferred Stock" pursuant to a Certificate of Designations in substantive form attached hereto as Exhibit D.

"HoldCo Share Value" means $10.00.

"HoldCo Shares" means shares of common stock, par value $0.0001 per share, of HoldCo.

"HoldCo Preferred Shares" means the HoldCo Series A Preferred Shares.

"HoldCo Warrants" means, collectively, warrants to purchase HoldCo Shares and HoldCo convertible preferred stock.

"HSR Act" means the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"In-the-Money Option" means each Vested Company Option with an aggregate value (based on the Equity Value) that exceeds the aggregate exercise price of such Company Option.

"Incentive Stock Option" means a Company Option intended to be an "incentive stock option" (as defined in Section 422 of the Code).

"Indebtedness" means, as of any time, without duplication, with respect to any Person, the outstanding principal amount of, accrued and unpaid interest on, fees and expenses arising under or in respect of (a) indebtedness for borrowed money, (b) other obligations evidenced by any note, bond, debenture or other debt security, (c) obligations for the deferred purchase price of property or assets, including "earn-outs" and "seller notes" (but excluding any trade payables arising in the ordinary course of business), (d) reimbursement and other obligations with respect to letters of credit, bank guarantees, bankers' acceptances or other similar instruments, in each case, solely to the extent drawn, (e) leases required to be capitalized under GAAP, (f) derivative, hedging, swap, foreign exchange or similar arrangements, including swaps, caps, collars, hedges or similar arrangements, and (g) any of the obligations of any other Person of the type referred to in clauses (a) through (f) above directly or indirectly guaranteed by such Person or secured by any assets of such Person, whether or not such Indebtedness has been assumed by such Person.

"Intellectual Property Rights" means all intellectual property rights and related priority rights protected, created or arising under the Laws of the United States or any other jurisdiction or under any international convention, including all (a) patents and patent applications, industrial designs and design patent rights, including any continuations, divisionals, continuations-in-part and provisional applications and statutory invention registrations, and any patents issuing on any of the foregoing and any reissues, reexaminations, substitutes, supplementary protection certificates, extensions of any of the foregoing (collectively, "Patents"); (b) trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, Internet domain names, corporate names and other source or business identifiers, together with the goodwill associated with any of the foregoing, and all applications, registrations, extensions and renewals of any of the foregoing (collectively, "Marks"); (c) copyrights and works of authorship, database and design rights, mask work rights and moral rights, whether or not registered or published, and all registrations, applications, renewals, extensions and reversions of any of any of the foregoing (collectively, "Cop y rights"); (d) trade secrets, know-how and confidential and proprietary information, including invention disclosures, inventions and formulae, whether patentable or not, (e) rights in or to Software or other technology; and (f) any other intellectual or similar proprietary rights protectable, arising under or associated with any of the foregoing, including those protected by any Law anywhere in the world.

"Intended Tax Treatment" has the meaning set forth in the recitals to this Agreement. "Investment Company Act" means the Investment Company Act of 1940, as amended.

"Investor Rights Agreement" has the meaning set forth in the recitals to this Agreement. "IPO" has the meaning set forth in Section 8.18.

"JOBS Act" means the Jumpstart Our Business Startups Act of 2012. "Latest Balance Sheet" has the meaning set forth in Section 3.4(a).

"Law" means any federal, state, local, foreign, national or supranational statute, law (including common law and, if applicable, fiduciary or similar duties), act, statute, ordinance, treaty, rule, code, regulation or other binding directive or guidance issued, promulgated or enforced by a Governmental Entity having jurisdiction over a given matter.

"Leak-out Agreement" means those Leak-out Agreements to be entered into with holders of the Financing Notes in form and substance set forth on Exhibit E hereto.

"Leased Real Property" has the meaning set forth in Section 3.18(b).

"Letter of Transmittal" means the letter of transmittal, in a form to be mutually agreed between CBRG and the Company (such agreement not to be unreasonably withheld, conditioned or delayed).

"Liability" or "liability" means any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, known or unknown, matured or unmatured or determined or determinable, including those arising under any Law (including any Environmental Law), Proceeding or Order and those arising under any Contract, agreement, arrangement, commitment or undertaking.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien, license or sub-license, charge, or other similar encumbrance or interest (including, in the case of any Equity Securities, any voting, transfer or similar restrictions).

"Lookback Date" means January 1, 2021.

"Marks" has the meaning set forth in the definition of Intellectual Property Rights. "Material Contracts" has the meaning set forth in Section 3.7(a).

"Material Permits" has the meaning set forth in Section 3.6.

"Material Sup p lier" has the meaning set forth in Section 3.21.

"Medical Devices Laws" means all applicable Laws relating to the development, design, pre-clinical testing, clinical testing, approval or clearance, manufacture, production, analysis, distribution, placing on the market, putting into service, importation, exportation, use, handling, quality, sale, advertising or promotion of any drug, biologic, medical device or electronic product (including medical devices regulated by FDA as electronic products and any ingredient or component of the foregoing products) subject to regulation under the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 *et seq*.) and its implementing regulations, or similar federal, state or foreign Laws, including the Medical Devices Directive 93/42/EEC and the Medical Devices Regulation (EU) 2017/745.

"Mergers" has the meaning set forth in the Recitals.

"Multiemployer Plan" has the meaning set forth in Section (3)(37) or Section 4001(a)(3) of

ERISA. "Nasdaq" means the Nasdaq Capital Market.

"NRS" has the meaning set forth in the recitals to this Agreement.

"Off-the-Shelf Software" means any Software that is made generally and widely available to the public on a commercial basis and is licensed to any of the Group Companies on a non-exclusive basis under standard terms and conditions.

"Officers" has the meaning set forth in Section 5.18(c).

"Order" means any outstanding writ, order, judgment, injunction, decision, determination, award, ruling, subpoena, verdict or decree entered, issued or rendered by any Governmental Entity.

"Other Transaction Proposal" means each Transaction Proposal, other than the Business Combination Proposal and the CBRG Merger Proposal.

"Parties" has the meaning set forth in the introductory paragraph to this

Agreement. "Patents" has the meaning set forth in the definition of Intellectual

Property Rights. "PCAOB" means the Public Company Accounting Oversight

Board.

"Permits" means any approvals, authorizations, clearances, declarations of conformity, licenses, registrations, permits or certificates of a Governmental Entity.

"Permitted Liens" means (a) mechanic's, materialmen's, carriers', repairers' and other similar statutory Liens arising or incurred in the ordinary course of business for amounts that are not yet due and payable or are being contested in good faith by appropriate proceedings and for which sufficient reserves have been established in accordance with GAAP, (b) Liens for Taxes, assessments or other governmental charges not yet delinquent or which are being contested in good faith by appropriate proceedings and for which sufficient reserves have been established in accordance with GAAP, (c) encumbrances and restrictions on real property (including easements, covenants, conditions, rights of way and similar restrictions) that do not prohibit or materially interfere with, as applicable, any of the Group Companies' or CBRG's use or occupancy of such real property, (d) zoning, building codes and other land use Laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Entity having jurisdiction over such real property and which are not violated by the use or occupancy of such real property or the operation of the businesses of the Group Company or CBRG, as applicable, and do not prohibit or materially interfere with any of, as applicable, the Group Companies' or CBRG's use or occupancy of such real property, (e) cash deposits or cash pledges to secure the payment of workers' compensation, unemployment insurance, social security benefits or obligations arising under similar Laws or to secure the performance of public or statutory obligations, surety or appeal bonds, and other obligations of a like nature, in each case in the ordinary course of business and which are not yet due and payable, (f) grants by any Group Company or CBRG, as applicable, of non-exclusive rights in Intellectual Property Rights in the ordinary course of business consistent with past practice and (g) other Liens that do not materially and adversely affect the value, use or operation of the asset subject thereto.

"Person" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture or other similar entity, whether or not a legal entity, or Governmental Entity.

"Personal Data" means any data or information that (a) can, alone or when combined with other information, identify a natural person, or (b) is otherwise classified as "personal data," "personal information," "personally identifiable information" (or any similar term) subject to Privacy Laws or Privacy and Data Security Policies.

"PNO" has the meaning set forth in Section 3.25(a).

"Post-Closing HoldCo Bylaws" has the meaning set forth in Section 2.1(b).

"Post-Closing HoldCo Certificate of Incorporation" has the meaning set forth in Section 2.1(b).

"Pre-Closing CBRG Memorandum and Articles of Association" means the Second Amended and Restated Memorandum and Articles of Association of CBRG, adopted by special resolution effective on February 7, 2024.

"Privacy and Data Security Policies" has the meaning set forth in Section 3.20(a).

"Privacy Laws" means Laws in any jurisdiction relating to the Processing or protection of Personal Data, including the European Union General Data Protection Regulation 2016/679, the e-Privacy Directive (2002/58/ED) and including any predecessor, successor or implementing legislation of the foregoing, and any amendments or re- enactments of the foregoing.

"Proceeding" means any lawsuit, litigation, action, audit, examination or investigation, claim, complaint, charge, proceeding, suit or arbitration (in each case, whether civil, criminal or administrative and whether public or private) pending by or before or otherwise involving any Governmental Entity.

"Process" (or "Processing" or "Processes") means the collection, use, storage, processing, recording, distribution, transfer, import, export, protection (including security measures), disposal or disclosure or other activity regarding data (whether electronically or in any other form or medium).

"Prospectus" has the meaning set forth in Section 8.18.

"Public Shareholders" has the meaning set forth in Section 8.18.

"Public Software" means any Software that is distributed as free software, open source software (*e.g.*, Linux) or similar licensing or distribution models, including under any terms or conditions that impose any requirement that any Software using, linked with, incorporating, distributed with or derived from such Public Software (a) be made available or distributed in source code form; (b) be licensed for purposes of making derivative works; or (c) be redistributable at no, or a nominal, charge.

"Real Property Leases" means all leases, sub-leases, licenses, concessions or other agreements, in each case, pursuant to which any Group Company leases or sub-leases any real property.

"Registered Intellectual Property" means all issued Patents, pending Patent applications, registered Marks, pending applications for registration of Marks, registered Copyrights, pending applications for registration of Copyrights and Internet domain name registrations.

"Registration Statement/Proxy Statement" means a registration statement on Form S-4 relating to the transactions contemplated by this Agreement and the Ancillary Documents and containing a prospectus of HoldCo and proxy statement of CBRG.

"Regulatory Permits" means all Permits granted by any Healthcare Regulatory Authority or comparable Governmental Entity and/or notified bodies, including biomarker qualification determinations, drug development tool qualifications, investigational new drug applications, new drug applications, abbreviated new drug applications, device premarket approval applications, device premarket notifications, EC certificates, EC declarations of conformity, investigational device exemptions, and other comparable national or foreign manufacturing approvals and authorizations.

"Representatives" means (a) with respect to any Party or other Person (in each case, other than the Company prior to the Closing), such Party's or Person's, as applicable, Affiliates and its and such Affiliates' respective directors, officers, employees, members, owners, accountants, consultants, advisors, attorneys, agents and other representatives, and (b) with respect to the Company prior to the Closing, the Company's Affiliates and the Company's and its Affiliates' respective equityholders, directors, officers, employees, members, owners, accountants, consultants, advisors, attorneys, agents and other representatives.

"Required CBRG Shareholder Ap p roval" means the approval of the Business Combination Proposal and the CBRG Merger Proposal by the affirmative vote of the holders of the requisite number of CBRG Shares entitled to vote thereon, whether in person or by proxy at the CBRG Shareholders Meeting (or any adjournment thereof), in accordance with the Governing Documents of CBRG and applicable Law.

"Required Company Financial Statements" means, collectively, (a) the Audited Financial Statements, (b) Unaudited Financial Statements and (c) each of the other financial statements or similar reports of the Group Companies required, as a result of the passage of time or otherwise, to be included in the Registration Statement/Proxy Statement or any other filings to be made by HoldCo, the Group Companies or CBRG with the SEC in connection with the transactions contemplated in this Agreement or any other Ancillary Document.

"Requisite Company Shareholder Ap p roval" has the meaning set forth in Section 5.15(a).

"Requisite Preferred Majority" means the holders of a majority of the outstanding Company Preferred Shares, whose vote or prior written consent is required for the automatic conversion of Company Preferred Shares into Company Common Shares pursuant to Article V, Section 4(b) of the Company Certificate of Incorporation.

"Rollover In-the-Money Option" has the meaning set forth in Section 2.4(c).

"Rollover Common Warrants" has the meaning set forth in the recitals to this Agreement.

"Rollover Preferred Warrants" has the meaning set forth in the recitals to this Agreement.

"Rollover Warrants" means, as applicable, the Rollover Common Warrants or the Rollover Preferred Warrants.

"Sanctioned Country" means any jurisdiction that is, or has been since the Lookback Date, the subject or target of a comprehensive embargo under Sanctions and Export Control Laws, including Cuba, Iran, North Korea, Sudan, Syria, Venezuela, and the Crimea region and so-called Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR) regions of Ukraine.

"Sanctioned Person" means any Person subject to or the target of sanctions or restrictions Sanctions and Export Control Laws, including: (a) any Person listed on any U.S. or applicable non-U.S. sanctions- or export-related restricted persons list, including the Specially Designated Nationals and Blocked Persons List maintained by OFAC; (b) any Person organized, resident, or located in a Sanctioned Country; (c) any Person in which a Person described in clauses (a)-(b) otherwise controls or directly or indirectly owns a 50% or greater interest; or (d) any Person with which U.S. Persons are otherwise prohibited from doing business under Sanctions and Export Control Laws.

"Sanctions and Export Control Laws" means any Law or Order related to export, reexport, transfer (in- country), import, and provision of goods (including technical data and technology) and services, including: (a) any applicable Law or Order relating to economic or trade sanctions, including the regulations administered and enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury; (b) the U.S. Export Administration Regulations; (c) the International Traffic in Arms Regulations; (d) the Foreign Trade Regulations; (e) the Laws administered by the U.S. Customs and Border Protection; (f) any other applicable Laws relating to the export, reexport, transfer, and import activities of the Company in or economic or trade sanctions administered by the European Union, any European Union Member State, the United Nations, and His Majesty's Treasury of the United Kingdom; or (g) anti-boycott measures.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002.

"Schedules" means, collectively, the Company Disclosure Schedules and the CBRG Disclosure Schedules.

"SEC" means the U.S. Securities and Exchange Commission.

"Second Surviving Company" has the meaning set forth in Section

2.1(d)(i). "Securities Act" means the U.S. Securities Act of 1933, as

amended.

"Securities Laws" means, collectively, the Federal Securities Laws and other applicable foreign and domestic securities or similar

Laws.

"Signing Filing" has the meaning set forth in Section 5.4(b).

"Signing Press Release" has the meaning set forth in Section

5.4(b).

"Software" shall mean any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code; (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; (c) descriptions, flowcharts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons; and (d) all documentation, including user manuals and other training documentation, related to any of the foregoing.

"Solvent" means, with respect to the Group Companies as of any date of determination, that, as of such date, the Group Companies (a) are able to pay all Indebtedness as it becomes due, have capital sufficient to carry on their business as presently conducted and proposed to be conducted, and own property and assets which have both a fair value and a fair saleable value in excess of the amount required to pay all Indebtedness as it becomes due, and (b) have not (i) defaulted on or otherwise failed to pay its Indebtedness when due or are otherwise in default or breach in respect of any of its Indebtedness, (ii) agreed to, requested or adopted (A) any moratorium or suspension of payment of any Indebtedness, or (B) the appointment of a receiver, administrator, liquidator, assignee, trustee or other similar officer with respect to the Company or any of its Subsidiaries or any of their respective assets, businesses or properties, (iii) made any assignment for the benefit of creditors or an admission in writing of the inability of the Company or any of its Subsidiaries to pay its debts as they become due, or (iv) done any other thing under any applicable Law relating to bankruptcy or insolvency with similar effect as any of the foregoing (i) through (iii).

"Sponsor Letter Agreement" has the meaning set forth in the recitals to this Agreement.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership or other legal entity of which (a) if a corporation, a majority of the total voting power of Equity Securities entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be a, or control any, managing director or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Supporting Company Shareholders" has the meaning set forth in the recitals to this Agreement.

"Tax" means any federal, state, local or non-United States income, gross receipts, franchise, estimated, alternative minimum, sales, use, transfer, value added, excise, stamp, customs, duties, ad valorem, real property, personal property (tangible and intangible), capital stock, social security, national health insurance, unemployment, payroll, wage, employment, severance, occupation, registration, environmental, communication, mortgage, profits, license, lease, service, goods and services, withholding, premium, unclaimed property, escheat, turnover, windfall profits or other taxes of any kind whatever imposed by any Governmental Entity, whether computed on a separate or combined, unitary or consolidated basis or in any other manner, together with any interest, deficiencies, penalties, additions to tax, or additional amounts imposed by any Governmental Entity with respect thereto.

"Tax Authority" means any Governmental Entity responsible for the collection or administration of Taxes or Tax Returns.

"Tax Return" means returns, information returns, statements, declarations, claims for refund, schedules, attachments and reports relating to Taxes filed or required to be filed with any Governmental Entity, including any amendment of any of the foregoing.

"Transaction Litigation" has the meaning set forth in Section 5.2(d).

"Transaction Proposals" has the meaning set forth in Section 5.8.

"Treasury Regulations" means the regulations promulgated under the Code by the Internal Revenue Service and United States Department of Treasury.

"Trading Day" shall mean any day on which HoldCo Shares are actually traded on the Trading Market on which HoldCo Shares are then traded.

"Trading Market" shall mean the Nasdaq Capital Market or any other principal securities exchange or securities market on which the HoldCo Shares are listed or quoted for trading as of an applicable date.

"Transaction Share Consideration" means an aggregate number of HoldCo Shares equal to (a) the Equity Value, divided by (b) the HoldCo Share Value.

"Triggering Event I" means the earlier of the date on which (1) the volume-weighted average price per HoldCo Share is equal to or greater than $12.50 for 20 Trading Days on any consecutive 30 Trading Day period within the Earnout Period, or (2) an Investigational New Drug (IND) of the Company is accepted by the United States Food and Drug Administration (FDA) or the Company receives positive data from Phase I clinical trials.

"Triggering Event II" means the earlier of the date on which the volume-weighted average price per HoldCo Share is equal to or greater than $15.00 for 20 Trading Days on any consecutive 30 Trading Day period within the Earnout Period or the Company completes a definitive agreement for out-licensing of any compound(s) in the therapeutic areas of pain or seizure disorders.

"Trust Account" has the meaning set forth in Section 8.18.

"Trust Account Released Claims" has the meaning set forth in Section

8.18. "Trust Agreement" has the meaning set forth in Section 4.8.

"Trustee" has the meaning set forth in Section 4.8.

"Unaudited Financial Statements" means the unaudited consolidated balance sheets of the Group Companies as of March 31, 2024 and March 31, 2023 and the related unaudited consolidated statements of operations and comprehensive loss, convertible preferred stock and stockholders' deficit and cash flows of the Group Companies for the three-month periods then ended.

"Vested Company Option" means each Company Option outstanding as of immediately prior to the Company Merger Effective Time that is vested as of such time or will vest in connection with, or after taking into account the effect of, the consummation of the transactions contemplated hereby (whether at the Company Merger Effective Time or otherwise).

"Waived 280G Benefits" has the meaning set forth in Section 5.21.

"WARN" means the Worker Adjustment Retraining and Notification Act of 1988, as well as similar foreign, state or local

Laws. "Working Capital Note" means any note for borrowed money from the CBRG Sponsor or its affiliates to CBRG to

cover working

capital expenses and other CBRG Expenses.

ARTICLE 2
MERGERS

Section 2.1 Closing Transactions. On the terms and subject to the conditions set forth in this Agreement, the following transactions shall occur in the order set forth in this Section 2.1:

(a) CBRG Shareholder Redemption. On the Closing Date, prior to the CBRG Merger Effective Time, CBRG shall cause each CBRG Share that a CBRG Shareholder has timely and validly elected to redeem (pursuant to the exercise of such holder's right to a CBRG Shareholder Redemption), to be redeemed, in each case, on the terms and subject to the conditions set forth in CBRG's Governing Documents.

(b) HoldCo Governing Documents. Prior to the CBRG Merger Effective Time, CBRG and HoldCo shall cause (i) HoldCo to file with the Nevada Secretary of State, an amended and restated certificate of incorporation of HoldCo, in a form to be mutually agreed between CBRG and the Company (such agreement not to be unreasonably withheld, conditioned or delayed) (the "Post- Closing HoldCo Certificate of Incorporation"), and (ii) the board of directors of HoldCo to approve and adopt amended and restated bylaws of HoldCo, in a form to be mutually agreed between CBRG and the Company (such agreement not to be unreasonably withheld, conditioned or delayed) (the "Post-Closing HoldCo Bylaws"). Following the Closing, HoldCo's name will be changed to "Phytanix, Inc.", provided that if such name is not available in Nevada or HoldCo is otherwise unable to change its name to "Phytanix, Inc." in Nevada, it shall cause its name to be changed to such other name mutually agreed to by CBRG and the Company (such agreement not to be unreasonably withheld, conditioned or delayed). The Post-Closing HoldCo Certificate of Incorporation and the Post-Closing HoldCo Bylaws shall be the Governing Documents of HoldCo from and after the filing of the Post-Closing HoldCo Certificate of Incorporation until such time that any such Governing Documents are amended, restated, supplemented or otherwise modified in accordance with the underlying terms thereof and applicable Law.

(c) The CBRG Merger.

(i) On the terms and subject to the conditions set forth in this Agreement and the CBRG Plan of Merger and in accordance with the Cayman Companies Law, as promptly as practicable on the Closing Date, CBRG Merger Sub shall merge with and into CBRG at the CBRG Merger Effective Time. At and following the CBRG Merger Effective Time, the separate

existence of CBRG Merger Sub shall cease and CBRG shall continue as the surviving company of the CBRG Merger (the "First Surviving Company").

(ii) On the Closing Date HoldCo, CBRG and CBRG Merger Sub shall cause the CBRG Merger to be consummated by executing and filing with the Registrar of Companies of the Cayman Islands, the plan of merger substantially in the form to be agreed between CBRG and the Company (which shall, without limitation, include the particulars required pursuant to the Cayman Companies Law) (the "CBRG Plan of Merger") and such other documents as may be required in accordance with the applicable provisions of the Cayman Companies Law or by any other applicable Law to make the CBRG Merger effective. The CBRG Merger shall become effective on the date and at the time at which the CBRG Plan of Merger is registered by the Registrar of Companies of the Cayman Islands or such later date and/or time as CBRG and CBRG Merger Sub may agree and specify pursuant to the Cayman Companies Law (the time the CBRG Merger becomes effective being referred to herein as the "CBRG Merger Effective Time").

(iii) The CBRG Merger shall have the effects set forth in this Agreement, the CBRG Plan of Merger and the applicable provisions of the Cayman Companies Law. Without limiting the generality of the foregoing, and subject thereto, at the CBRG Merger Effective Time, all of the assets, properties, rights, privileges, powers and franchises of CBRG and CBRG Merger Sub shall vest in the First Surviving Company and all debts, liabilities, obligations, restrictions, disabilities and duties of each of CBRG and CBRG Merger Sub shall become the debts, liabilities, obligations and duties of the First Surviving Company, in each case, in accordance with the applicable provisions of the Cayman Companies Law.

(iv) At the CBRG Merger Effective Time, the memorandum and articles of association of CBRG, as in effect immediately prior to the CBRG Merger Effective Time, shall be amended and restated in a form to be mutually agreed between CBRG and the Company (such agreement not to be unreasonably withheld, conditioned or delayed) (the "First Surviving Company Governing Documents") and, as so amended and restated, shall be the Governing Documents of the First Surviving Company on and from the CBRG Merger Effective Time until thereafter changed or amended as provided therein or by applicable Law.

(v) At the CBRG Merger Effective Time, the initial directors and officers of the First Surviving Company shall be the same Persons that are designated as the officers and directors of HoldCo, each to hold office in accordance with the First Surviving Company Governing Documents until such director's or officer's successor is duly elected or appointed and qualified, or until the earlier of their death, resignation or removal.

(vi) At the CBRG Merger Effective Time, by virtue of the CBRG Merger and without any action on the part of any Party or any other Person, (A) each share of CBRG Merger Sub that is issued and outstanding immediately prior to the CBRG Merger Effective Time shall be automatically cancelled and extinguished and converted into one (1) Class A ordinary share, par value US
$0.0001 per share of the First Surviving Company, with the rights, powers and privileges given to such share by the First Surviving Company Governing Documents and the Cayman Companies Law, and shall constitute the only outstanding shares of the First Surviving Company immediately following the CBRG Merger Effective Time and (B) each share of HoldCo that is issued, outstanding and held by CBRG immediately prior to the CBRG Merger Effective Time shall be automatically cancelled and extinguished, and no consideration shall be paid with respect thereto. Immediately following the CBRG Merger Effective Time, HoldCo shall be the sole and exclusive owner of all shares of the First Surviving Company and the register of members of the First Surviving Company shall be updated at the CBRG Merger Effective Time to reflect the foregoing.

(vii) At the CBRG Merger Effective Time, by virtue of the CBRG Merger and without any action on the part of any Party or any other Person, each CBRG Share (other than any CBRG Shares cancelled and extinguished pursuant to Section 2.1(c) (viii) and, for the avoidance of doubt, any CBRG Shares forfeited and surrendered for no consideration by the CBRG Sponsor pursuant to the Sponsor Letter Agreement) issued and outstanding as of immediately prior to the CBRG Merger Effective Time shall be automatically canceled and extinguished and converted into the right to receive one (1) HoldCo Share (cumulatively, the "CBRG Merger Consideration"). From and after the CBRG Merger Effective Time, any CBRG Shareholder's certificates (the "Certificates"), if any, evidencing ownership of the CBRG Shares and the CBRG Shares held in book-entry form issued and outstanding immediately prior to the CBRG Merger Effective Time (and the holders thereof) shall each cease to have any rights with respect to such CBRG Shares except as otherwise expressly provided for herein or under applicable Law and the register of members of CBRG shall be updated at the CBRG Merger Effective Time to reflect the foregoing.

(viii) At the CBRG Merger Effective Time, by virtue of the CBRG Merger and without any action on the part of any Party or any other Person, each CBRG Share held immediately prior to the CBRG Merger Effective Time by CBRG

as a treasury share or held by any direct or indirect Subsidiary of CBRG immediately prior to the CBRG Merger Effective Time shall be automatically canceled and extinguished, and no consideration shall be paid with respect thereto.

(d) The Company Merger.

(i) On the terms and subject to the conditions set forth in this Agreement and in accordance with the NRS, on the Closing Date, Company Merger Sub shall merge with and into the Company at the Company Merger Effective Time. Following the Company Merger Effective Time, the separate existence of Company Merger Sub shall cease and the Company shall continue as the surviving company of the Company Merger (the "Second Surviving Company").

(ii) On the Closing Date promptly following the consummation of the CBRG Merger, the Parties shall cause the Company Merger to be consummated by executing and filing with the Secretary of State of the State of Nevada a certificate of merger (the "Company Certificate of Merger") in the form required by, and otherwise in accordance with the relevant provisions of, the NRS. The Company Merger shall become effective on the date and at the time at which the Company Certificate of Merger is accepted for filing by the Secretary of State of the State of Nevada or at such later date and/or time as may be agreed by the Company and Company Merger Sub and specified in the Company Certificate of Merger (the time the Company Merger becomes effective being referred to herein as the "Company Merger Effective Time").

(iii) The Company Merger shall have the effects set forth in the NRS. Without limiting the generality of the foregoing, and subject thereto, at the Company Merger Effective Time, all of the assets, properties, rights, privileges, powers and franchises of the Company and Company Merger Sub shall vest in the Second Surviving Company and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Company and Company Merger Sub shall become the debts, liabilities, obligations and duties of the Second Surviving Company, in each case, in accordance with the NRS.

(iv) At the Company Merger Effective Time, the Governing Documents of the Company, as in effect immediately prior to the Company Merger Effective Time, shall be amended and restated in a form to be mutually agreed between CBRG and the Company (such agreement not to be unreasonably withheld, conditioned or delayed) and, as so amended and restated, shall be the Governing Documents of the Second Surviving Company, until thereafter changed or amended as provided therein or by applicable Law.

(v) At the Company Merger Effective Time, the directors and officers of the Company immediately prior to the Company Merger Effective Time shall be the initial directors and officers of the Second Surviving Company, each to hold office in accordance with the Governing Documents of the Second Surviving Company until such director's or officer's successor is duly elected or appointed and qualified, or until the earlier of their death, resignation or removal.

(vi) At the Company Merger Effective Time, by virtue of the Company Merger and without any action on the part of any Party or any other Person, each share of capital stock of Company Merger Sub that is issued and outstanding immediately prior to the Company Merger Effective Time shall be automatically cancelled and extinguished and converted into one (1) share of common stock, par value $0.001 per share, of the Second Surviving Company.

(vii) At the Company Merger Effective Time, by virtue of the Company Merger and without any action on the part of any Party or any other Person, each Company Share (other than any Dissenting Company Shares and the Company Shares cancelled and extinguished pursuant to Section 2.1(d) (viii)) issued and outstanding as of immediately prior to the Company Merger Effective Time shall be automatically canceled and extinguished and converted into (i) the right to receive a number of Holdco Shares equal to the Exchange Ratio and (ii) the contingent right to receive a pro rata portion of the Earnout Shares to be issued upon a Triggering Event pursuant to Section 2.5. From and after the Company Merger Effective Time, each Company Shareholder's Certificates, if any, evidencing ownership of the Company Shares and the Company Shares held in book-entry form issued and outstanding immediately prior to the Company Merger Effective Time shall each cease to have any rights with respect to such Company Shares except as otherwise expressly provided for herein or under applicable Law.

(viii) At the Company Merger Effective Time, by virtue of the Company Merger and without any action on the part of any Party or any other Person, each Company Share held immediately prior to the Company Merger Effective

Time by the Company as treasury stock shall be automatically canceled and extinguished, and no consideration shall be paid with respect thereto.

(e) Other Issuances. At Closing, HoldCo will also issue 17,000 shares of Series A Convertible Preferred Stock to the holders of the Company's Series A Convertible Preferred Stock, as an exchange for the Company's existing Series A Convertible Preferred Stock outstanding.

(f) Payment of Working Capital Notes or Indebtedness relating to a CBRG Extension. At Closing, the parties agree that any Working Capital Notes or Indebtedness incurred in connection with the funding into the Trust Account of funds in connection with any CBRG Extension will be paid out of funds available to CBRG or HoldCo (after giving effect to any CBRG Shareholder Redemption) or exchanged for HoldCo Preferred Shares in accordance with their terms.

Section 2.2 Closing of the Transactions Contemplated by this Agreement. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place electronically by exchange of the closing deliverables by the means provided in Section 8.11 as promptly as reasonably practicable, but in no event later than the third (3rd) Business Day, following the satisfaction (or, to the extent permitted by applicable Law, waiver) of the conditions set forth in Article 6 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to satisfaction or waiver of such conditions) (the "Closing Date") or at such other place, date and/or time as CBRG and the Company may agree in writing.

Section 2.3 Company Allocation Schedule.

(a) At least three (3) Business Days prior to the Closing Date, the Company shall deliver to CBRG and HoldCo an allocation schedule (the "Allocation Schedule") (x) setting forth: (i) (A) the number and type of Company Shares held by each Company Shareholder and the number of Company Common Shares that will be held by each such Company Shareholder after giving effect to the conversion of the Company Preferred Shares pursuant to Section 2.4(b), (B) the number and type of Company Shares subject to each Company Warrant held by each holder thereof and the number and type of Company Shares that will be held by each such holder after giving effect to the exercise or termination of Company Warrants pursuant to Section 2.4(e), (C) the number and type of Company Shares subject to each Company Option held by each holder thereof that is outstanding and whether such Company Option will be an In-the- Money Option as of immediately prior to the Company Merger Effective Time, as well as, in each case, reasonably detailed calculations with respect to the components and subcomponents thereof (including any conversion, exchange (or similar) ratio on which such calculations are based); (ii) in the case of the Company Options and the Company Warrants, the exercise (or similar) price and, if applicable, the exercise (or similar) date; and (iii) (A) the Transaction Share Consideration, the Fully-Diluted Company Capitalization and the Exchange Ratio, as well as, in each case, reasonably detailed calculations of the components and subcomponents thereof, (B) the portion of the Transaction Share Consideration allocated to each In-the-Money Option pursuant to Section 2.4(c) and the exercise price of each Rollover In-the-Money Option at the Company Merger Effective Time determined pursuant to Section 2.4(c), as well as, in each case, reasonably detailed calculations of the components and subcomponents thereof, (C) the portion of the Transaction Share Consideration allocated to each holder of Company Common Shares pursuant to Section 2.1(d)(vii) (including, for the avoidance of doubt, each Company Common Share that is issued in connection with the Company Warrant Exercise), as well as, in each case, reasonably detailed calculations with respect to the components and subcomponents thereof and (D) the number of Earnout Shares to be issued to each Company Equityholder upon the occurrence of a Triggering Event, if any; and that includes (y) a certification duly executed by an authorized officer of the Company, in his or her capacity as an officer of the Company and not in his or her individual capacity, that the information and calculations delivered pursuant to this Section 2.3(a) are, and will be as of immediately prior to the Company Merger Effective Time, (i) true and correct in all respects (other than de minimis inaccuracies of which the Company does not have knowledge), and (ii) in accordance with the Allocation Schedule Requirements.

(b) The Allocation Schedule (and the calculations and determinations contained therein) will be prepared by the Company in accordance with (i) the applicable provisions of this Agreement, the Governing Documents of the Company, the Company Shareholders Agreements and applicable Laws, (ii) in the case of the Company Options, in accordance with the applicable Company Equity Plan and any applicable grant or similar agreement with respect to each Company Option, and (iii) in the case of the Company Warrants, any applicable warrant or similar agreement with respect to each such Company Warrant, (clauses (i) through (iii), collectively, the "Allocation Schedule Requirements"). The Company will review any comments to the Allocation Schedule provided by CBRG, CBRG Sponsor or any of their respective Representatives and consider in good faith and incorporate any reasonable comments proposed by CBRG or any of its Representatives.

(c) Notwithstanding the foregoing or anything to the contrary herein, (i) the aggregate number of HoldCo Shares that each Company Equityholder will have a right to receive (and/or to otherwise be allocated in respect of any other Equity

Securities of the Company prior to the Closing (including, for the avoidance of doubt, in respect of any Company Warrants)) under this Agreement will be rounded down to the nearest whole share, and (ii) in no event shall the aggregate number of HoldCo Shares set forth on the Allocation Schedule that are allocated to holders of Company Shares, Company Warrants, and In-the-Money Options, or to be received or otherwise granted in respect of the Equity Securities of the Company, exceed (A) the Transaction Share Consideration minus (B) the portion of the Transaction Share Consideration that would be allocated to Company Shares pursuant to Section 2.1(d)(vii) but for such Company Shares being Dissenting Company Shares (it being further understood and agreed, for the avoidance of doubt, that in no event shall any portion of the Transaction Share Consideration described in this clause (B) be allocated to any other holder of Equity Securities of the Company and shall instead not be allocated at the Closing or otherwise, except solely in the circumstances described in Section 2.7).

(d) For the avoidance of doubt, the Financing Note and related HoldCo Warrants shall not be included in the allocation of the Transaction Share Consideration. The CBRG Parties and the Exchange Agent will be entitled to rely upon the Allocation Schedule for purposes of allocating the transaction consideration to the Company Equityholders under this Agreement or under the Exchange Agent Agreement, as applicable, other than de minimis inaccuracies of which the Company does not have knowledge.

Section 2.4 Conversion of Company Preferred Shares, Treatment of Company Options, and Company Warrants.

(a) Reserved.

(b) At the Company Merger Effective Time, by virtue of the Company Merger and without any action of any Party or any other Person, the Company shall cause each Company Preferred Share that is issued and outstanding immediately prior to the Company Merger Effective Time to be automatically converted into and become one HoldCo Preferred Share (the "Company Preferred Shares Conversion"), and each such Company Preferred Share shall no longer be issued and outstanding and shall automatically be canceled, extinguished, retired and shall cease to exist, and each holder of Company Preferred Shares shall thereafter cease to have any rights with respect to such Company Preferred Shares, other than, for the avoidance of doubt, with respect to the HoldCo Preferred Shares such Company Preferred Shares have been converted and then as expressly provided herein.

(c) At the Company Merger Effective Time, by virtue of the Company Merger and without any action of any Party or any other Person (but subject to, in the case of the Company, Section 2.4(g)), each In-the-Money Option shall automatically cease to represent the right to purchase Company Common Shares and shall be canceled and extinguished in exchange for an option to purchase HoldCo Shares (each, a "Rollover In-the-Money Option") with the number of HoldCo Shares, exercise price thereof and the other terms and conditions determined pursuant to this Section 2.4(c). Each Rollover In-the-Money Option shall be (i) be exercisable for, and represent the right to purchase, a number of Holdco Shares equal to (A) the number of Company Common Shares subject to the corresponding In- the-Money Option immediately prior to the Company Merger Effective Time, multiplied by (B) the Exchange Ratio, and (ii) have an exercise price per Holdco Share (rounded up to the nearest whole cent) subject to such Rollover In-the-Money Option equal to (A) the exercise price per Company Common Share applicable to the corresponding In-the-Money Option immediately prior to the Company Merger Effective Time, divided by (B) the Exchange Ratio. Each Rollover In-the-Money Option shall otherwise be subject to the same terms and conditions (including applicable expiration and forfeiture provisions) that applied to the corresponding In-the-Money Option immediately prior to the Company Merger Effective Time, except for (I) terms rendered inoperative by reason of the transactions contemplated by this Agreement (including any anti-dilution or other similar provisions that adjust the number of underlying shares that are subject to any such option) and (II) such other immaterial administrative or ministerial changes as the HoldCo Board (or the compensation committee of the HoldCo Board) may determine in good faith are appropriate to effectuate the administration of the Rollover In-the-Money Options. Such conversion shall occur in a manner intended to comply with (x) the requirements of Section 409A of the Code and (y) in the case of any Rollover In-the-Money Option that is an Incentive Stock Option, the requirements of Section 424 of the Code.

(d) At the Company Merger Effective Time, by virtue of the Company Merger and without any action of any Party or any other Person (but subject to, in the case of the Company, Section 2.4(g)), each Company Equity Award (other than the In-the-Money Options as contemplated hereby) shall no longer be outstanding and shall automatically be canceled and extinguished for no consideration and each holder thereof shall cease to have any rights with respect thereto.

(e) Immediately prior to the Company Merger Effective Time, each Company Warrant shall be either (i) terminated or (ii) "net" exercised in exchange for a number of Company Common Shares determined in accordance with the terms of the applicable warrant agreement, in either case, in accordance with the terms and conditions of the applicable warrant agreement and shall no longer be outstanding and shall automatically be cancelled, extinguished and retired and shall cease to exist, and the holder thereof shall cease to have any rights with respect thereto, other than, for the avoidance of doubt, with respect to any Company Common Shares into which the Company Warrants are exchanged ("Company Warrant Exercise").

(f) At the Company Merger Effective Time, all Company Equity Plans, Company Warrants, all Company Equity Awards (whether vested or unvested) and any Company convertible notes shall automatically terminate without any further obligations or Liabilities to the Company or any of its Affiliates (including, for the avoidance of doubt, the other Group Companies, CBRG and HoldCo), all Company Equity Awards (whether vested or unvested), all Company Warrants, and all Company convertible notes shall no longer be outstanding and shall automatically be canceled, extinguished and retired and shall cease to exist, and each holder thereof shall cease to have any rights with respect thereto or under the Company Equity Plans or any underlying grant, award, warrant, convertible promissory note or similar agreement, except as otherwise expressly provided for in this Section 2.4, as applicable.

(g) Prior to the Closing, the Company shall take, or cause to be taken, all necessary or appropriate actions under the Company Equity Plans or otherwise with respect to the Company Equity Awards, with respect to the Company Warrants, and under each other underlying grant, award, warrant, convertible promissory note, or similar agreement (as applicable) and otherwise, to give effect to the provisions of this Section 2.4, and cause the CBRG Parties and their respective Affiliates to have no Liability with respect thereto, except as expressly provided in this Agreement.

(h) At the Company Merger Effective Time, by virtue of the Company Merger and without any action of any Party or any other Person, each Financing Warrant shall automatically cease to represent the right to purchase Company Common Shares or Company Preferred Shares, as applicable, and shall be canceled and extinguished in exchange for a Rollover Common Warrant or Rollover Preferred Warrant, respectively, with the number of HoldCo securities, exercise price thereof and the other terms and conditions determined pursuant to this Section 2.4(h). Each Rollover Common Warrant shall be (i) be exercisable for, and represent the right to purchase, a number of Holdco Shares equal to (A) the number of Company Common Shares subject to the corresponding Financing Common Warrant immediately prior to the Company Merger Effective Time, multiplied by (B) the Exchange Ratio, and (ii) have an exercise price per Holdco Share (rounded up to the nearest whole cent) subject to such Rollover Common Warrant equal to (A) the exercise price per Company Common Share applicable to the corresponding Rollover Common Warrant immediately prior to the Company Merger Effective Time, divided by (B) the Exchange Ratio. Each Rollover Preferred Warrant shall be (i) be exercisable for, and represent the right to purchase, a number of Holdco Preferred Shares equal to (A) the number of Company Preferred Shares subject to the corresponding Financing Preferred Warrant immediately prior to the Company Merger Effective Time, multiplied by (B) the Exchange Ratio, and (ii) have an exercise price per Holdco Preferred Share (rounded up to the nearest whole cent) subject to such Rollover Preferred Warrant equal to (A) the exercise price per Company Preferred Share applicable to the corresponding Rollover Preferred Warrant immediately prior to the Company Merger Effective Time, divided by (B) the Exchange Ratio. Each Rollover Warrant shall otherwise be subject to the same terms and conditions (including applicable expiration and forfeiture provisions) that applied to the corresponding Financing Warrant immediately prior to the Company Merger Effective Time, except for (I) terms rendered inoperative by reason of the transactions contemplated by this Agreement (including any anti-dilution or other similar provisions that adjust the number of underlying shares that are subject to any such option) and (II) such other immaterial administrative or ministerial changes as the HoldCo Board (or the compensation committee of the HoldCo Board) may determine in good faith are appropriate to effectuate the administration of the Rollover Warrants.

Section 2.5 Earnout Shares

(a) Following the Closing, as additional consideration for the Company Merger, within five (5) Business Days after the occurrence of a Triggering Event, HoldCo shall issue or cause to be issued to certain former Company Equityholders, based on their respective pro rata share of the Earnout Shares as set forth in the Allocation Schedule with respect to such Triggering Event, the following HoldCo Shares (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to HoldCo Shares occurring after the Closing) (the "***Earnout Shares***"), upon the terms and subject to the conditions set forth in this Agreement and the Ancillary Documents:

(i) upon the occurrence of Triggering Event I, a one-time issuance of an aggregate of the greater of 5% of the then outstanding fully-diluted common stock and 2,000,000 Earnout Shares; and

(ii) upon the occurrence of Triggering Event II, a one-time issuance of an aggregate of the greater of 5% of the then outstanding fully-diluted common stock and 1,000,000 Earnout Shares.

(b) For the avoidance of doubt, the applicable Company Equityholders with respect to a Triggering Event shall be entitled to receive Earnout Shares upon the occurrence of each Triggering Event; *provided, however*, that each Triggering Event shall occur only once, if at all, and in no event shall such Company Equityholders collectively be entitled to receive more than an aggregate of the greater of 8% of the fully-diluted common stock (5% for Triggering Event I and 3% for Triggering Event II based on the fully-diluted common stock at the time of such trigger) or 3,000,000 Earnout Shares pursuant to this Section 2.5.

(c) If, during the Earnout Period, there is a Change of Control, (A) the HoldCo shall issue the greater of 8% of the then outstanding fully-diluted common stock or 3,000,000 HoldCo Shares (less any Earnout Shares issued prior to such Change of Control pursuant to Section 2.5(a)) to the eligible Company Equityholders with respect to the Change of Control, and (B), thereafter, this Section 2.5 shall terminate and no further Earnout Shares shall be issuable hereunder.

(d) The HoldCo Share price targets set forth in the definitions of Triggering Event I and Triggering Event II and in Section 1.21(c) shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to HoldCo Shares occurring after the Closing.

(e) At all times during the Earnout Period, HoldCo shall keep available for issuance a sufficient number of unissued HoldCo Shares to satisfy in full its issuance obligations set forth in this Section 1.21 and shall take all actions reasonably required (including by convening any stockholder meeting) to increase the authorized number of HoldCo Shares if at any time there shall be insufficient unissued HoldCo Shares to permit such reservation. In no event will any right to receive Earnout Shares be represented by any negotiable certificates of any kind, and in no event will any holder of a contingent right to receive Earnout Shares take any steps that would render such rights readily marketable.

(f) HoldCo shall take such actions as are reasonably requested by former Company Equityholders to evidence the issuances pursuant to this Section 1.21, including through the provision of an updated stock ledger showing such issuances (as certified by an officer of HoldCo responsible for maintaining such ledger or the applicable registrar or transfer agent of HoldCo).

(g) During the Earnout Period, HoldCo shall use reasonable best efforts to remain listed as a public company on, and for HoldCo Shares (including, when issued, the Earnout Shares) to be tradable over the national securities exchange (as defined under Section 6 of the Exchange Act) on which the HoldCo Shares are then listed; *provided, however*, that subject to Section 1.21(c), the foregoing shall not limit HoldCo from consummating a Change of Control or entering into a Contract that contemplates a Change of Control.

Section 2.6 CBRG Transfer Agent Matters; Exchange Agent Matters.

(a) HoldCo and CBRG shall each take, or cause to be taken, all necessary or reasonably advisable actions in order to appropriately reflect the HoldCo Shares issued to the CBRG Shareholders pursuant to, or as a result of, the transactions contemplated by this Agreement and the Ancillary Documents and outstanding immediately following the CBRG Merger Effective Time, including taking any necessary or reasonably advisable actions vis-à-vis HoldCo's transfer agent, and HoldCo and CBRG shall each reasonably cooperate with the other and HoldCo's transfer agent in connection with the foregoing.

(b) At least three (3) Business Days prior to the Closing Date, HoldCo shall appoint an exchange agent reasonably acceptable to the Company (the "Exchange Agent") (it being understood and agreed, for the avoidance of doubt, that Continental Stock Transfer & Trust Company (or any of its Affiliates) shall be deemed to be acceptable to the Company) for the purpose of exchanging Certificates, if any, representing the Company Shares and each Company Share held in book-entry form on the stock transfer books of the Company immediately prior to the Company Merger Effective Time, for the portion of the Transaction Share Consideration issuable in respect of such Company Shares pursuant to Section 2.1(d) (vii) and on the terms and subject to the other conditions set forth in this Agreement. If required by the Exchange Agent, HoldCo shall enter into an exchange agent agreement with the Exchange Agent (the "Exchange Agent Agreement") in a form and substance that is reasonably acceptable to HoldCo. The Company shall, and shall cause its Representatives to, reasonably cooperate with HoldCo, the Exchange Agent and their respective

Representatives in connection with the appointment of the Exchange Agent, the entry into the Exchange Agent Agreement (including, if necessary or advisable, as determined in good faith by HoldCo, by also entering into the Exchange Agent Agreement in the form agreed to by HoldCo and the Exchange Agent) and the covenants and agreements in this Section 2.6 (including the provision of any information, or the entry into any agreements or documentation, necessary or advisable, as determined in good faith by HoldCo, or otherwise required by the Exchange Agent Agreement for the Exchange Agent to fulfill its duties as the Exchange Agent in connection with the transactions contemplated hereby).

(c) If the Exchange Agent requires that, as a condition to receive the Transaction Share Consideration, any holder of Company Shares deliver a Letter of Transmittal to the Exchange Agent, then at or as promptly as practicable following the Company Merger Effective Time, HoldCo shall send, or shall cause the Exchange Agent to send, to the Persons that will be the Company Shareholders as of immediately prior to the Company Merger Effective Time, a Letter of Transmittal (which shall specify that the delivery shall be effected, and the risk of loss and title shall pass, only upon proper transfer of each share to the Exchange Agent, and which Letter of Transmittal will be in customary form and have such other provisions as HoldCo and the Company may reasonably specify).

(d) At or before the Company Merger Effective Time, HoldCo shall deposit, or cause to be deposited, with the Exchange Agent, for the benefit of the Company Shareholders and for exchange in accordance with this Section 2.6 through the Exchange Agent, evidence of HoldCo Shares in book-entry form representing the portion of the Transaction Share Consideration issuable pursuant to Section 2.1(d) (vii) in exchange for the Company Shares outstanding immediately prior to the Company Merger Effective Time. All shares in book-entry form representing the portion of the Transaction Share Consideration issuable pursuant to Section 2.1(d) (vii) deposited with the Exchange Agent shall be referred to in this Agreement as the "Exchange Fund."

(e) Each Company Shareholder whose Company Shares have been converted into the right to receive a portion of the Transaction Share Consideration pursuant to Section 2.1(d) (vii), shall be entitled to receive the portion of the Transaction Share Consideration to which he, she or it is entitled upon (i) surrender of a Certificate (or affidavit of loss in lieu thereof in the form required by the Letter of Transmittal), together with the delivery of a properly completed and duly executed Letter of Transmittal (including, for the avoidance of doubt, any other documents or agreements required by the Letter of Transmittal), to the Exchange Agent or (ii) delivery of an "agent's message" in the case of Company Shares held in book-entry form, together with the delivery of a properly completed and duly executed Letter of Transmittal (including, for the avoidance of doubt, any other documents or agreements required by the Letter of Transmittal), to the Exchange Agent.

(f) If a properly completed and duly executed Letter of Transmittal, together with any Certificates (or affidavit of loss in lieu thereof in the form required by the Letter of Transmittal) or an "agent's message", as applicable, and any other documents or agreements required by the Letter of Transmittal, is delivered to the Exchange Agent in accordance with Section 2.6(e) (i) at least two
(2) Business Days prior to the Closing Date, then HoldCo and the Company shall use commercially reasonable efforts to cause the applicable portion of the Transaction Share Consideration to be issued to the applicable Company Shareholder in book-entry form on the Closing Date, and (ii) less than two (2) Business Days prior to the Closing Date, then Holdco and the Company shall use commercially reasonable efforts to cause the applicable portion of the Transaction Share Consideration to be issued to the applicable Company Shareholder in book-entry form within two (2) Business Days after such delivery.

(g) If any portion of the Transaction Share Consideration is to be issued to a Person other than the Company Shareholder in whose name the surrendered Certificate or the transferred Company Share in book-entry form is registered, it shall be a condition to the issuance of the applicable portion of the Transaction Share Consideration that, in addition to any other requirements set forth in the Letter of Transmittal or the Exchange Agent Agreement, (i) either such Certificate shall be properly endorsed or shall otherwise be in proper form for transfer or such Company Share in book-entry form shall be properly transferred and (ii) the Person requesting such consideration pay to the Exchange Agent any transfer or similar Taxes required as a result of such consideration being issued to a Person other than the registered holder of such Certificate or Company Share in book-entry form or establish to the satisfaction of the Exchange Agent that such transfer or similar Taxes have been paid or are not payable. No interest will be paid or accrued on the Transaction Share Consideration (or any portion thereof). From and after the Company Merger Effective Time, until surrendered or transferred, as applicable, in accordance with this Section 2.6, each Company Share (other than, for the avoidance of doubt, any Dissenting Company Shares and the Company Shares cancelled and extinguished pursuant to Section 2.1(d) (viii)) shall solely represent the right to receive a portion of the Transaction Share Consideration to which such Company Share is entitled to receive pursuant to Section 2.1(d) (vii).

(h) At the Company Merger Effective Time, the stock transfer books of the Company shall be closed and there shall be no transfers of Company Shares that were outstanding immediately prior to the Company Merger Effective Time.

(i) Any portion of the Exchange Fund that remains unclaimed twelve (12) months following the Closing Date shall be delivered to HoldCo or as otherwise instructed by HoldCo, and any Company Shareholder who has not exchanged his, her or its Company Shares for the applicable portion of the Transaction Share Consideration in accordance with this Section 2.6 prior to that time shall thereafter look only to HoldCo for the issuance of the applicable portion of the Transaction Share Consideration, as applicable, without any interest thereon. None of HoldCo, the Company, First Surviving Company, Second Surviving Company or any of their respective Affiliates shall be liable to any Person in respect of any consideration delivered to a public official pursuant to any applicable abandoned property, unclaimed property, escheat, or similar Law. Any portion of the Transaction Share Consideration remaining unclaimed by the Company Shareholders immediately prior to such time when the amounts would otherwise escheat to or become property of any Governmental Entity shall become, to the extent permitted by applicable Law, the property of HoldCo free and clear of any claims or interest of any Person previously entitled thereto.

Section 2.7 Dissenting Shareholders.

(a) Notwithstanding anything to the contrary herein, any Company Share for which any Company Shareholder (such Company Shareholder, a "Dissenting Company Shareholder") (i) has not voted in favor of the Company Merger or consented to it in writing, or has waived its rights of appraisal and (ii) has demanded the appraisal of such Company Shares in accordance with, and has complied in all respects with, NRS 92A.380-390 (collectively, the "Dissenting Company Shares") shall not be converted into the right to receive the applicable portion of Transaction Share Consideration pursuant to Section 2.1(d) (vii). From and after the Company Merger Effective Time, (A) the Dissenting Company Shares shall be cancelled and extinguished and shall cease to exist and (B) the Dissenting Company Shareholders shall be entitled only to such rights as may be granted to them under NRS 92A.380-390 and shall not be entitled to exercise any of the voting rights or other rights of a stockholder of the Second Surviving Company or any of its Affiliates (including HoldCo); *provided*, *however*, that if any Dissenting Company Shareholder effectively withdraws or loses such appraisal rights (through failure to perfect such appraisal rights or otherwise), then the Company Shares held by such Dissenting Company Shareholder (1) shall no longer be deemed to be Dissenting Company Shares and (2) shall be treated as if they had been converted automatically at the Company Merger Effective Time into the right to receive the applicable portion of the Transaction Share Consideration pursuant to Section 2.1(d) (vii) upon delivery of a properly completed and duly executed Letter of Transmittal (including, for the avoidance of doubt, any other documents or agreements required by the Letter of Transmittal) and the surrender of the applicable documents and other deliverables set forth in Section 2.6(e). Each Dissenting Company Shareholder who becomes entitled to payment for his, her or its Dissenting Company Shares pursuant to the NRS shall receive payment thereof from the Company in accordance with the NRS. The Company shall give CBRG and HoldCo prompt notice of any written demands for appraisal of any Company Share, attempted withdrawals of such demands and any other material developments related to any such demands and provide copies of all documents, instruments or other communications received by the Company, any of its Subsidiaries or any of their respective Representatives related thereto and shall otherwise keep CBRG and HoldCo reasonably apprised as to the status and developments related to such matters, and CBRG and HoldCo shall have the opportunity to participate in all negotiations and proceedings with respect to all such demands. The Company shall not, except with the prior written consent (not to be unreasonably withheld, conditioned or delayed) of CBRG and HoldCo (prior to the Closing) or the CBRG Sponsor (after the Closing), make any payment or deliver any consideration (including HoldCo Shares) with respect to, settle or offer or agree to settle any such demands.

(b) Notwithstanding anything to the contrary herein and in accordance with the Cayman Companies Law, any CBRG Share issued and outstanding immediately prior to the CBRG Merger Effective Time for which any CBRG Shareholder (such CBRG Shareholder, a "Dissenting CBRG Shareholder") has validly exercised properly in writing their dissenters' rights for such CBRG Shares in accordance with Section 238 of the Cayman Companies Law, and has otherwise complied in all respects with all of the provisions of the Cayman Companies Law relevant to the exercise and perfection of dissenters' rights (collectively, the "Dissenting CBRG Shares") shall not be converted into the right to receive, and the applicable Dissenting CBRG Shareholder shall have no right to receive, the applicable portion of the CBRG Merger Consideration pursuant to Section 2.1(c) (vii) unless and until such Dissenting CBRG Shareholder effectively withdraws or loses such dissenters' rights (through failure to perfect such dissenters' rights or otherwise) under the Cayman Companies Law. From and after the CBRG Merger Effective Time, (A) the Dissenting CBRG Shares shall no longer be outstanding and shall automatically be cancelled and extinguished by virtue of the CBRG Merger and shall cease to exist and (B) the Dissenting CBRG Shareholders shall be entitled only to such rights as may be granted to them under Section 238 of the Cayman Companies Law and shall not be entitled to exercise any of the voting rights or other rights of a shareholder of the First Surviving Company or any of its Affiliates (including HoldCo); *provided*, however, that if any Dissenting CBRG Shareholder effectively withdraws or loses such dissenters' rights (through failure to perfect such dissenters' rights or otherwise) under the Cayman

Companies Law, then the CBRG Shares held by such Dissenting CBRG Shareholder (1) shall no longer be deemed to be Dissenting CBRG Shares and (2) shall be treated as if they had been converted automatically at the CBRG Merger Effective Time into the right to receive the applicable portion of the CBRG Merger Consideration pursuant to Section 2.1(c) (vii) upon delivery of a properly completed and duly executed Letter of Transmittal (including, for the avoidance of doubt, any other documents or agreements required by the Letter of Transmittal) and the surrender of the applicable documents and other deliverables described in Section 2.6(e). Each Dissenting CBRG Shareholder who becomes entitled to payment for his, her or its Dissenting CBRG Shares pursuant to the Cayman Companies Law shall receive payment thereof from CBRG in accordance with the Cayman Companies Law. CBRG shall give HoldCo prompt notice of any written demands for dissenters' rights of any CBRG Share, attempted withdrawals of such demands and any other material developments related to any such demands and provide copies of all documents, instruments or other communications received by CBRG, any of its Subsidiaries or any of their respective Representatives related thereto and shall otherwise keep HoldCo reasonably apprised as to the status and developments related to such matters, and HoldCo shall have the opportunity to participate in all negotiations and proceedings with respect to all such demands. CBRG shall not, except with the prior written consent (not to be unreasonably withheld, conditioned or delayed) of HoldCo (prior to the Closing) or the CBRG Sponsor (after the Closing), make any payment or deliver any consideration (including HoldCo Shares) with respect to, settle or offer or agree to settle any such demands.

Section 2.8 Withholding. HoldCo, CBRG, the Group Companies, CBRG Merger Sub, Company Merger Sub, the First Surviving Company, the Second Surviving Company, and the Exchange Agent (and their respective Affiliates) shall be entitled to deduct and withhold (or cause to be deducted and withheld) from any consideration payable pursuant to this Agreement such amounts as are required to be deducted and withheld under applicable Tax Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. The Parties shall cooperate in good faith to eliminate or reduce any such deduction or withholding (including through the request and provision of any statements, forms or other documents to reduce or eliminate any such deduction or withholding), except with respect to compensatory amounts payable to current or former employees.

Section 2.9 Further Assurances. If, at any time after the CBRG Merger Effective Time, any further action is necessary, proper or advisable to carry out the purposes of this Agreement, HoldCo, the First Surviving Company, the Company Merger Sub and the Company (or their respective designees) shall take all such actions as are necessary, proper or advisable under applicable Laws, so long as such action is consistent with and for the purposes of implementing the provisions of this Agreement.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES RELATING TO THE GROUP COMPANIES

Subject to Section 8.8, except as set forth in the Company Disclosure Schedules, the Company hereby represents and warrants to the CBRG Parties, in each case as of the date of this Agreement and as of the Closing, as follows:

Section 3.1 Organization and Qualification.

(a) Each Group Company is a corporation, limited liability company or other applicable business entity duly organized, incorporated or formed, as applicable, validly existing and in good standing (or the equivalent thereof, if applicable, in each case, with respect to the jurisdictions that recognize the concept of good standing or any equivalent thereof) under the Laws of its jurisdiction of organization, incorporation or formation (as applicable). Section 3.1(a) of the Company Disclosure Schedules sets forth the jurisdiction of organization, incorporation or formation (as applicable) for each Group Company. Each Group Company has the requisite corporate, limited liability company or other applicable business entity power and authority to own, lease and operate its properties and to carry on its businesses as presently conducted, except where the failure to have such power or authority would not reasonably be expected to have a Company Material Adverse Effect.

(b) True and complete copies of the Governing Documents of the Company and each Company Shareholders Agreement have been made available to CBRG and HoldCo, in each case, as amended and in effect as of the date of this Agreement. The Governing Documents of the Company and the Company Shareholders Agreements are in full force and effect, and the Company is not in material breach or violation of any provision set forth in its Governing Documents or any Company Shareholders Agreement.

(c) Each Group Company is duly qualified or licensed to transact business and is in good standing (or the equivalent thereof, if applicable, in each case, with respect to the jurisdictions that recognize the concept of good standing or any equivalent thereof) in each jurisdiction in which the property and assets owned, leased or operated by it, or the nature of the business

conducted by it, makes such qualification or licensing necessary, except where the failure to be so duly qualified or licensed and in good standing would not reasonably be expected to have a Company Material Adverse Effect.

Section 3.2 Capitalization of the Group Companies.

(a) Except for any changes to the extent permitted by, or resulting from, the issuance, grant, transfer or disposition of Equity Securities of the Company in compliance with Section 5.1(b) (v) , Section 3.2(a) of the Company Disclosure Schedules sets forth a true and complete statement of (i) the number and class or series (as applicable) of all of the Equity Securities of the Company issued and outstanding, (ii) the identity of the Persons that are the record and beneficial owners thereof, (iii) with respect to each Company Option, (A) the date of grant, (B) any applicable exercise (or similar) price, (C) any applicable expiration (or similar) date, (D) any applicable vesting schedule (including acceleration provisions), and (E) whether such Company Option is an Incentive Stock Option, and (iv) with respect to each Company Warrant, (A) the date of grant, (B) any applicable exercise (or similar) price, (C) any applicable expiration (or similar) date, and (D) whether such Company Warrant is subject to a vesting schedule (including acceleration provisions). All of the Company Shares have been, are and at the Closing will be, duly authorized, validly issued and outstanding, and fully paid and non- assessable and, except for the Equity Securities set forth on Section 3.2(a) of the Company Disclosure Schedules or issued or granted as permitted by or in accordance with Section 5.1(b) (v), there are no other Company Shares, no other capital stock, nor other Equity Securities (including convertible notes) of the Company outstanding. The Equity Securities of the Company (1) were not, and at Closing will not have been, issued in violation of the Governing Documents of the Company or any other Contract to which the Company or any of its Affiliates is party to or bound by (including, for the avoidance of doubt, any Company Shareholders Agreement) in any material respect and (2) have been, and at Closing will have been, offered, sold and issued in compliance in all material respects with applicable Law, including Securities Laws and the Code. Except for the Company Options, Company Warrants, and Financing Note set forth on Section 3.2(a) of the Company Disclosure Schedules and those either permitted by Section 3.2(a) or issued, granted or entered into in accordance with Section 5.1(b) (v), the Company has no outstanding (x) equity appreciation, phantom equity or profit participation rights or (y) options, restricted stock, restricted stock units, equity or equity based rights, convertible notes or other convertible instruments, phantom stock, warrants, purchase rights, subscription rights, conversion rights, exchange rights, calls, puts, rights of first refusal or first offer or other Contracts (other than the Company Shareholders Agreements) that could require the Company to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem any Equity Securities or securities convertible into or exchangeable for Equity Securities of the Company.

(b) The Equity Securities of the Company are, and will be as of the Closing Date, free and clear of all Liens (other than transfer restrictions under this Agreement, under the applicable Ancillary Documents, under applicable Securities Law, under the Governing Documents of the Company and under any Company Shareholders Agreement). Except for the Company Shareholders Agreements or as contemplated in connection with the Company Shareholder Transaction Support Agreements, (i) there are no voting trusts, proxies or other Contracts to which the Company is a party with respect to the voting or transfer of the Equity Securities of the Company, and (ii) there is no other Contract, stockholders agreement, equityholders agreement, voting agreement, investors rights agreement, registration rights agreement or any other similar document or agreement (whether or not the Company is a party thereto or bound thereby) relating to any Equity Securities of the Company or any rights or obligations with respect thereto.

(c) Section 3.2(c) of the Company Disclosure Schedules sets forth a true and complete statement of (i) the number and class or series (as applicable) of all of the Equity Securities of each Subsidiary of the Company issued and outstanding and (ii) the identity of the Persons that are the record and beneficial owners thereof. All of the Equity Securities of each Subsidiary of the Company (A) have been duly authorized and validly issued and, as applicable, are fully paid and non-assessable (except to the extent such concepts are not applicable under the applicable Law of such Subsidiary's jurisdiction of incorporation, formation or organization, (as applicable), or other applicable Law), (B) were not issued in violation of such Subsidiary's Governing Documents, any Company Shareholders Agreement or any other Contract to which any Group Company is party or bound in any material respect, (C) are not subject to any preemptive rights, call option, right of first refusal, subscription rights, transfer restrictions or similar rights of any Person (other than transfer restrictions under applicable Securities Laws or under the Governing Documents of any Group Company), (D) have been offered, sold and issued in compliance in all material respects with applicable Law, including Securities Laws and the Code, and (E) are free and clear of all Liens (other than transfer restrictions under this Agreement, under the applicable Ancillary Documents, under applicable Securities Law, under the Governing Documents of any Group Company and under any Company Shareholders Agreement and other than Permitted Liens). There are no outstanding (A) equity appreciation, phantom equity or profit participation rights or (B) options, restricted stock, restricted stock units, phantom stock, warrants, purchase rights, subscription rights, conversion rights, exchange rights, calls, puts, rights of first refusal or first offer or other Contracts that could require any Subsidiary of the Company to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem any Equity Securities or securities convertible into or exchangeable for Equity Securities of the Subsidiaries of the Company. Other than the Company

Shareholder Transaction Support Agreements and the Company Shareholders Agreements, there are no voting trusts, proxies or other Contracts with respect to the voting or transfer of any Equity Securities of any Subsidiary of the Company.

(d) Section 3.2(d) of the Company Disclosure Schedules sets forth a list of all Change of Control Payments of the Group Companies.

(e) Except as set forth on Section 3.2(e) of the Company Disclosure Schedules, none of the Group Companies owns or holds (of record, beneficially, legally or otherwise), directly or indirectly, any Equity Securities in any other Person or the right to acquire any such Equity Security, and none of the Group Companies are a partner or member of any partnership, limited liability company or joint venture.

(f) Section 3.2(f) of the Company Disclosure Schedules sets forth a list of all Indebtedness of the Group Companies of the type described in clauses (a), (b) and (d), and clause (g) (to the extent applicable to the foregoing) of such definition as of the date of this Agreement, including the outstanding principal amount of such Indebtedness as of the date of this Agreement, and the debtor and the creditor thereof.

(g) All Company Options have been granted with an exercise price at least equal to the fair market value of the underlying Company Common Shares on the date each Company Option was granted within the meaning of Section 409A of the Code and the Treasury Regulations promulgated thereunder. Each Incentive Stock Option complies with all of the applicable requirements of Section 422 of the Code.

Section 3.3 Authority. The Company has the requisite corporate power and authority to execute and deliver this Agreement and each Ancillary Document to which it is or will be a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Subject to the receipt of the Company Shareholder Written Consent (including the approval of the Requisite Preferred Majority with respect to the Company Preferred Shares Conversion), the execution and delivery of this Agreement, the Ancillary Documents to which the Company is or will be a party and the consummation of the transactions contemplated hereby and thereby have been (or, in the case of any Ancillary Document entered into after the date of this Agreement, will be upon execution thereof) duly authorized by all necessary corporate (or other similar) action on the part of the Company. This Agreement and each Ancillary Document to which the Company is or will be a party has been or will be, upon execution thereof, as applicable, duly and validly executed and delivered by the Company and constitutes or will constitute, upon execution and delivery thereof, as applicable, a valid, legal and binding agreement of the Company (assuming that this Agreement and the Ancillary Documents to which the Company is or will be a party are or will be upon execution thereof, as applicable, duly authorized, executed and delivered by the other Persons party thereto), enforceable against the Company in accordance with its terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity). Except as set forth on Section 3.3 of the Company Disclosure Schedules, the Company Shareholder Written Consent is the only vote or consent of the holders of any class or series of Equity Securities of the Company required to approve and adopt this Agreement, the Ancillary Documents to which the Company is or is contemplated to be a party, the performance of the obligations of the Company hereunder and thereunder and the consummation of the transactions contemplated hereby (including the Mergers).

Section 3.4 Financial Statements; Undisclosed Liabilities.

(a) The Company has made available to CBRG a true and complete copy of the following financial statements, which are attached as Section 3.4(a) of the Company Disclosure Schedules: audited consolidated balance sheets of the Group Companies as of December 31, 2023 (the "Latest Balance Sheet") and December 31, 2022 and the related audited consolidated statements of operations and comprehensive loss, convertible preferred stock and stockholders' deficit and cash flows of the Group Companies for the years then ended (the "Audited Financial Statements"). The Audited Financial Statements (including the notes thereto) (i) were prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except as may be specifically indicated in the notes thereto), (ii) fairly present, in all material respects, the financial position, results of operations, convertible preferred stock and stockholders' deficit and cash flows of the Group Companies (on a consolidated basis) as at the date thereof and for the period indicated therein, (iii) were audited in accordance with the standards of the American Institute of Certified Public Accountants and contain an unqualified report of the Group Companies' auditor, (iv) comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act (including Regulation S-X or Regulation S-K, as applicable) in effect as of the date of this Agreement and the respective dates thereof and (v) were prepared from and accurately reflect the books and records of the Group Companies.

(b) The Required Company Financial Statements, when delivered following the date of this Agreement in accordance with Section 5.19, (i) will be prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except as may be specifically indicated in the notes thereto) and subject, in the case of any unaudited financial statements, to the absence of footnotes and year-end audit adjustments (none of which are individually or in the aggregate material), (ii) will fairly present, in all material respects, the financial position, results of operations, convertible preferred stock and stockholders' deficit and cash flows of the Group Companies as at the date thereof and for the period indicated therein, subject, in the case of any unaudited financial statements, to the absence of footnotes and year-end audit adjustments (none of which are, individually or in the aggregate, material), (iii) in the case of any audited financial statements, will be audited in accordance with the standards of the PCAOB by a PCAOB qualified auditor that was independent under Rule 2-01 of Regulation S-X under the Securities Act and will contain an unqualified report of the Group Companies' auditor, (iv) will comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act (including Regulation S-X or Regulation S-K, as applicable) in effect as of the respective dates of delivery, at the time of filing of the Registration Statement/Proxy Statement and at the time of effectiveness of the Registration Statement/Proxy Statement and (v) will be prepared from and accurately reflect the books and records of the Group Companies.

(c) Except (i) as set forth on the face of the Latest Balance Sheet, (ii) for Liabilities incurred in the ordinary course of business since the date of the Latest Balance Sheet (none of which are Liabilities directly or indirectly related to a breach of Contract, breach of warranty, tort, infringement, Proceeding or violation of, or non-compliance with, Law), (iii) for Liabilities incurred in connection with the negotiation, preparation or execution of this Agreement or any Ancillary Documents, the performance by the Company of its covenants or agreements in this Agreement or any Ancillary Document to which it is or will be a party or the consummation of the transactions contemplated hereby or thereby, (iv) executory obligations under Material Contracts (excluding any Liabilities related to a breach of a Material Contract), (v) as disclosed on Section 5.1 of the Company Disclosure Schedules and (vi) for Liabilities that are not and would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole, no Group Company has any Liabilities.

(d) The Group Companies have established and maintain systems of internal accounting controls that are designed to provide, in all material respects, reasonable assurance (i) that all transactions are executed in accordance with management's authorization, (ii) that all transactions are recorded as necessary to permit preparation of proper and accurate financial statements in accordance with GAAP and to maintain accountability for the Group Companies' assets and (iii) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the Group Company's properties or assets. The Group Companies maintain and, for all periods covered by the Required Company Financial Statements, have maintained books and records of the Group Companies in the ordinary course of business that are accurate and complete and reflect the revenues, expenses, assets and liabilities of the Group Companies in all material respects.

(e) Since the Lookback Date, except as listed in Section 3.4(e) of the Company Disclosure Schedules, no Group Company has received any written complaint, allegation, assertion or claim that there is (i) "significant deficiency" in the internal controls over financial reporting of the Group Companies to the Company's knowledge, (ii) a "material weakness" in the internal controls over financial reporting of the Group Companies to the Company's knowledge, or (iii) fraud, whether or not material, that involves management or other employees of the Group Companies who have a significant role in the internal controls over financial reporting of the Group Companies.

(f) As of the date hereof, each Group Company is Solvent. Assuming (a) the truth and accuracy of the representations and warranties of the CBRG Parties set forth in Article 4, (b) compliance by the CBRG Parties with their covenants and agreements set forth in this Agreement, (c) compliance by the Financing Investors with the terms of the Financing Agreement, upon and immediately after the consummation of the Closing, each of the Group Companies will be Solvent.

Section 3.5 Consents and Requisite Governmental Ap p rovals; No Violations.

(a) No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Entity is required on the part of the Company with respect to the Company's execution, delivery or performance of its obligations under this Agreement or the Ancillary Documents to which the Company is or will be party or the consummation of the transactions contemplated hereby or thereby, except for (i) the filing with the SEC of (A) the Registration Statement/Proxy Statement and the declaration of the effectiveness thereof by the SEC and (B) such reports under Section 13(a) or 15(d) of the Exchange Act as may be required in connection with this Agreement, the Ancillary Documents or the transactions contemplated hereby or thereby, (ii) the filing of the Company Certificate of Merger, (iii) compliance with the listing requirements of Nasdaq and such filings with and approvals of Nasdaq to permit the HoldCo Shares to be issued in connection with the transactions contemplated by this Agreement and the other

Ancillary Documents to be listed on Nasdaq or (iv) any other consents, approvals, authorizations, designations, declarations, waivers or filings, the absence of which would not have a Company Material Adverse Effect.

(b) Except as set forth on Section 3.5(b) of the Company Disclosure Schedules, none of the execution or delivery by the Company of this Agreement or any Ancillary Documents to which it is or will be a party, the performance by the Company of its obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby will, directly or indirectly (with or without due notice or lapse of time or both) (i) result in a violation or breach of any provision of the Company's Governing Documents, or any of the Company Shareholders Agreements, (ii) result in a violation or breach of, or constitute a default or give rise to any right of termination, Consent, cancellation, amendment, modification, suspension, revocation or acceleration under, any of the terms, conditions or provisions of (A) any Contract to which any Group Company is a party or (B) any Material Permits, (iii) violate, or constitute a breach under, any Order or applicable Law to which any Group Company or any of its properties or assets are subject or bound or (iv) result in the creation of any Lien upon any of the assets or properties (other than any Permitted Liens) or Equity Securities of any Group Company, except, in the case of any of clauses (ii) through (iv) above, as would not have a Company Material Adverse Effect.

Section 3.6 Permits. Each of the Group Companies has all material Permits (including Regulatory Permits) that are required to own, lease or operate its properties and assets and to conduct its business as currently conducted (the "Material Permits"), except where the failure to hold the same would not have a Company Material Adverse Effect. Except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole, (a) each Material Permit is in full force and effect in accordance with its terms and (b) no written notice of suspension, limitation, revocation, cancellation, modification or termination of any Material Permit has been received by any Group Company.

Section 3.7 Material Contracts.

(a) Section 3.7(a) of the Company Disclosure Schedules sets forth a list of the following Contracts to which a Group Company is, as of the date of this Agreement, a party (each Contract required to be set forth on Section 3.7(a) of the Company Disclosure Schedules, together with each Contract entered into after the date of this Agreement that would be required to be set forth on Section 3.7(a) of the Company Disclosure Schedules if entered into prior to the execution and delivery of this Agreement, collectively, the "Material Contracts"):

(i) any Contract relating to Indebtedness of any Group Company of the type described in clauses (a) or (b) of such definition or to the placing of a Lien (other than a Permitted Lien) on any material assets or properties of any Group Company;

(ii) any Contract under which any Group Company is lessee of or holds or operates, in each case, any tangible property (other than real property), owned by any other Person, except for any lease or agreement under which the aggregate annual rental payments do not exceed $25,000;

(iii) any Contract under which any Group Company is lessor of or permits any third party to hold or operate, in each case, any tangible property (other than real property), owned or controlled by such Group Company, except for any lease or agreement under which the aggregate annual rental payments do not exceed $25,000;

(iv) any (A) material joint venture, profit-sharing, partnership, collaboration, co-promotion, commercialization, research or development Contract or other similar Contract, or (B) other Contract with respect to material Company Licensed Intellectual Property (other than Off-the-Shelf Software) or relating to licensed Company Products;

(v) any Contract that (A) limits or purports to limit, in any material respect, the freedom of any Group Company to engage or compete in any line of business or with any Person or in any area, (B) contains any exclusivity, "most favored nation" or similar provisions, obligations or restrictions or (C) contains any other provisions restricting or purporting to restrict the ability of any Group Company to sell, manufacture, develop, commercialize, test or research products, directly or indirectly through third parties, or to solicit any potential employee or customer in any material respect;

(vi) any Contract requiring any future capital commitment or capital expenditure (or series of capital expenditures) by any Group Company in an amount in excess of (A) $250,000 annually or (B) $500,000 over the life of the agreement;

(vii) any Contract requiring any Group Company to guarantee the Liabilities of any Person (other than the Company or a Subsidiary) or pursuant to which any Person (other than the Company or a Subsidiary) has guaranteed the Liabilities of a Group Company, in each case in excess of $100,000;

(viii) any Contract under which any Group Company has, directly or indirectly, made or agreed to make any loan, advance, or assignment of payment to any Person or made any capital contribution to, or other investment in, any Person;

(ix) any Contract required to be disclosed on Section 3.19 of the Company Disclosure Schedules;

(x) any Contract with any Person (A) pursuant to which any Group Company (or HoldCo or any of its Affiliates after the Closing) may be required to pay milestones, royalties or other contingent payments based on any research, testing, development, regulatory filings or approval, sale, distribution, commercial manufacture or other similar occurrences, developments, activities or events or (B) under which any Group Company grants to any Person any right of first refusal, right of first negotiation, option to purchase, option to license or any other similar rights with respect to any material Company Product or any material Company Owned Intellectual Property;

(xi) any Contract (A) governing the terms of the employment, engagement or services of any current director, manager, officer, employee, individual independent contractor or other service provider of a Group Company whose annual base salary (or, in the case of an independent contractor, annual base compensation) is in excess of $275,000, or (B) providing for any Change of Control Payment of the type described in clause (a) of the definition thereof;

(xii) any Contract for the disposition of any portion of the assets or business of any Group Company or for the acquisition by any Group Company of the assets or business of any other Person (other than acquisitions or dispositions made in the ordinary course of business), or under which any Group Company has any continuing obligation with respect to an "earn-out", contingent purchase price or other contingent or deferred payment obligation;

(xiii) any settlement, conciliation or similar Contract (A) the performance of which would be reasonably likely to involve any payments after the date of this Agreement in excess of $100,000, (B) with a Governmental Entity or (C) that imposes any material, non-monetary obligations on any Group Company (or HoldCo or any of its Affiliates after the Closing);

(xiv) any Contract set forth or required to be set forth on Section 3.13(c) of the Company Disclosure Schedules;

(xv) any other Contract (other than Employee Benefit Plans, Contracts governing the terms of employment or purchase orders entered into in the ordinary course of business) (A) the performance of which requires either (i) annual payments to or from any Group Company in excess of $150,000 or (ii) aggregate payments to or from any Group Company in excess of $150,000 over the life of the agreement and, in each case, that is not terminable by the applicable Group Company without penalty upon less than thirty (30) days' prior written notice or (B) which is otherwise a Contract with any Material Supplier; and

(xvi) any CBA.

(b) (i) Each Material Contract is valid and binding on the applicable Group Company and, to the Company's knowledge, the counterparties thereto, and is in full force and effect and enforceable in accordance with its terms against such Group Company and, to the Company's knowledge, the counterparties thereto (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity), (ii) the applicable Group Company and, to the Company's knowledge, the counterparties thereto are not in material breach of, or default under, any Material Contract and (iii) no event has occurred that (with or without due notice or lapse of time or both) would result in a material breach of, or material default under, any Material Contract by the applicable Group Company or, to the Company's knowledge, the counterparties thereto. The Company has made available to CBRG true and complete copies of all Material Contracts in effect as of the date hereof.

Section 3.8 Absence of Changes. During the period beginning on January 1, 2023 and ending on the date of this Agreement, (a) Material Adverse Effect has occurred and (b) except as expressly contemplated by this Agreement, any Ancillary Document or in connection with the transactions contemplated hereby and thereby, (i) the Group Companies have conducted their businesses in the ordinary course in all material respects and (ii) no Group Company has taken any action that would require the consent of CBRG if taken during the period from the date of this Agreement until the Closing pursuant to Section 5.1(b)(i), Section 5.1(b) (vii) (D) or Section 5.1(b) (xv).

Section 3.9 Litigation. There is (and since the Lookback Date there has been) no Proceeding pending or, to the Company's knowledge, threatened against or involving any Group Company that, if adversely decided or resolved, has been or would reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole. Neither the Group Companies nor any of their respective properties or assets is subject to any material Order. As of the date hereof, there are no material Proceedings by a Group Company pending against any other Person.

Section 3.10 Compliance with Ap p licable Law. Each Group Company (a) conducts (and since the Lookback Date has conducted) its business in accordance with all Laws and Orders applicable to such Group Company and is not in violation of any such Law or Order and (b) has not received any written communications or, to the Company's knowledge, any other communications from a Governmental Entity that alleges that such Group Company is not in compliance with any Law or Order, except in each case of clauses (a) and (b), as is not and would not reasonably be expected to have a Company Material Adverse Effect.

Section 3.11 Employee Plans.

(a) Section 3.11(a) of the Company Disclosure Schedules sets forth a true and complete list of all material Employee Benefit Plans. With respect to each material Employee Benefit Plan, the Group Companies have provided CBRG with true and complete copies of the documents pursuant to which the plan is maintained, funded and administered.

(b) Except as set forth on Section 3.11(b) of the Company Disclosure Schedules, no Employee Benefit Plan is, and no Group Company has any material Liability under or with respect to: (i) a Multiemployer Plan; (ii) a "defined benefit plan" (as defined in Section 3(35) of ERISA) or a plan that is or was subject to Title IV of ERISA or Section 412 of the Code; (iii) a "multiple employer plan" within the meaning of Section of 413(c) of the Code or Section 210 of ERISA; or (iv) a "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA. No Group Company has any Liability under or with respect to (i) through (iv) above by reason of at any time being considered a single employer under Section 414 of the Code with any other Person. No Employee Benefit Plan provides, and no Group Company has any current or potential obligation to provide, any retiree or post-termination health or life insurance or other welfare- type benefits to any Person other than health continuation coverage pursuant to COBRA or similar Law for which the recipient pays the full premium cost of coverage.

(c) Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and has timely received a favorable determination or opinion or advisory letter from the Internal Revenue Service, and to the Company's knowledge, there are no facts or circumstances existing as of the date hereof that are reasonably likely to adversely affect the qualification of any such Employee Benefit Plan. None of the Group Companies has incurred (whether or not assessed) any material penalty or Tax under Section 4980H, 4980B, 4980D, 6721 or 6722 of the Code.

(d) Each Employee Benefit Plan that constitutes in any part a "nonqualified deferred compensation plan" (as defined under Section 409A(d)(1) of the Code) subject to Section 409A of the Code has been operated and administered in operational compliance with, and is in documentary compliance with, Section 409A of the Code, in all material respects, and no amount under any such plan, agreement or arrangement is or has been subject to the interest and additional Tax set forth under Section 409A(a)(1)(B) of the Code, except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole.

(e) There are no pending or, to the Company's knowledge, threatened, material claims or Proceedings with respect to any Employee Benefit Plan (other than routine claims for benefits). There have been no "prohibited transactions" within the meaning of Section 4975 of the Code or Sections 406 or 407 of ERISA and no breaches of fiduciary duty (as determined under ERISA) with respect to any Employee Benefit Plan that have resulted in or could reasonably be expected to result in a material Liability to any Group Company. Each Employee Benefit Plan has been established, maintained, funded and administered in all material respects in accordance with its terms and all applicable Law.

(f) Except as set forth on Section 3.11(f) of the Company Disclosure Schedules, the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement will not (alone or in combination with any other event) (i) result in any payment or benefit becoming due to or result in the forgiveness of any indebtedness of any current or former director, manager, officer, employee, individual independent contractor or other service providers of any of the Group Companies, (ii) increase in any material respect the amount or value of any compensation or benefits payable to any current or former director, manager, officer, employee, individual independent contractor or other service providers of any of the Group Companies or (iii) result in the acceleration of the time of payment or vesting, or trigger any payment or funding of any compensation or benefits to any current or former director, manager, officer, employee, individual independent contractor or other service providers of any of the Group Companies.

(g) No amount that could be received (whether in cash or property or the vesting of property) by any "disqualified individual" of any of the Group Companies under any Employee Benefit Plan or otherwise as a result of the consummation of the transactions contemplated by this Agreement could, separately or in the aggregate, be nondeductible under Section 280G of the Code or subjected to an excise tax under Section 4999 of the Code.

(h) The Group Companies have no material obligation to make a "gross-up" or similar payment in respect of any taxes that may become payable under Section 4999 or 409A of the Code.

(i) Each Foreign Benefit Plan that is required to be registered or intended to be tax exempt or receive favorable tax treatment has been registered (and, where applicable, accepted for registration) and is tax exempt and has been maintained in good standing, to the extent applicable, with each Governmental Entity. No Foreign Benefit Plan is a "defined benefit plan" (as defined in ERISA, whether or not subject to ERISA) or has any material unfunded or underfunded Liabilities. All material contributions required to have been made by or on behalf of the Group Companies with respect to plans or arrangements maintained or sponsored a Governmental Entity (including severance, termination indemnities or other similar benefits maintained for employees outside of the U.S.) have been timely made or fully accrued.

Section 3.12 Environmental Matters. Except as would not have a Company Material Adverse Effect:

(a) None of the Group Companies have received any written communication or, to the Company's knowledge, other communication from any Governmental Entity or any other Person regarding any actual, alleged, or potential violation of, or Liability under, any Environmental Laws.

(b) There is (and since the Lookback Date, or earlier to the extent unresolved, there has been) no Proceeding pending or, to the Company's knowledge, threatened against or involving any Group Company with respect to any Environmental Laws.

(c) There has been no manufacture, release, treatment, storage, disposal, arrangement for disposal, transport or handling of, contamination by, or exposure of any Person to, any Hazardous Substances.

The Group Companies have made available to CBRG copies of all environmental assessments, audits and reports and all other material environmental, health and safety documents that are in any Group Company's possession or control relating to the current or former operations, properties or facilities of the Group Companies.

3.13 Intellectual Property.

(a) Section 3.13(a) of the Company Disclosure Schedules sets forth a true and complete list of (i) all currently issued or pending Company Registered Intellectual Property, and (ii) material unregistered Marks and Copyrights owned by any Group Company, in each case, as of the date of this Agreement. Section 3.13(a) of the Company Disclosure Schedules lists, for each item of Company Registered Intellectual Property as of the date of this Agreement (A) the record owner of such item, (B) the jurisdictions in which such item has been issued or registered or filed, (C) the issuance, registration or application date, as applicable, for such item and (D) the issuance, registration or application number, as applicable, for such item.

(b) As of the date of this Agreement, all necessary fees and filings with respect to any material Company Registered Intellectual Property have been timely submitted to the relevant intellectual property office or Governmental Entity and Internet domain name registrars to maintain such Company Registered Intellectual Property in full force and effect. As of the date of this Agreement, no issuance or registration obtained and no application filed by the Group Companies for any Intellectual Property

Rights has been cancelled, abandoned, allowed to lapse or not renewed, except where such Group Company has, in its reasonable business judgment, decided to cancel, abandon, allow to lapse or not renew such issuance, registration or application. As of the date of this Agreement, there are no material Proceedings pending, including litigations, interference, re-examination, *inter parties* review, reissue, opposition, nullity, or cancellation proceedings pending challenging the validity or enforceability of any of the Company Registered Intellectual Property and, to the Company's knowledge, no such material Proceedings are threatened by any Governmental Entity or any other Person.

(c) A Group Company exclusively owns all right, title and interest in and to all material Company Owned Intellectual Property, free and clear of all Liens or obligations to others (other than Permitted Liens). For all Patents owned by the Group Companies, each inventor on the Patent has assigned their rights to a Group Company. No Group Company has transferred ownership of, or granted any exclusive license with respect to, any material Company Owned Intellectual Property to any other Person, except as provided in Section 3.13(c) of the Company Disclosure Schedules, which sets forth a list of all current Contracts as of the date of this Agreement pursuant to which any Person has been granted any license or covenant not to sue under, or otherwise has received or acquired any right (whether or not exercisable) or interest in, any material Company Owned Intellectual Property, other than (A) licenses to Off-the-Shelf Software, (B) licenses to Public Software, (C) non-disclosure agreements and licenses granted by employees, individual consultants or individual contractors of any Group Company pursuant to Contracts with employees, individual consultants or individual contractors, in each case, that do not materially differ from the Group Companies' form therefor that has been made available to CBRG, and (D) grants of non-exclusive rights in Company Owned Intellectual Property to customers and suppliers of any Group Company in the ordinary course of business consistent with past practice. The applicable Group Company has valid rights under all Contracts for Company Licensed Intellectual Property to use, sell, license and otherwise exploit, as the case may be, all Company Licensed Intellectual Property licensed pursuant to such Contracts as the same is currently used, sold, licensed and otherwise exploited by such Group Company, except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole. The Company Owned Intellectual Property and the Company Licensed Intellectual Property, to the Company's knowledge, constitutes all of the Intellectual Property Rights used or held for use by the Group Companies in the operation of their respective businesses, and all Intellectual Property Rights necessary and sufficient to enable the Group Companies to conduct their respective businesses as currently conducted in all material respects. The Company Registered Intellectual Property and the Company Licensed Intellectual Property, to the Company's knowledge, is valid, subsisting and enforceable, and, to the Company's knowledge, all of the Group Companies' rights in and to the Company Registered Intellectual Property, the Company Owned Intellectual Property and the Company Licensed Intellectual Property, are valid and enforceable (in each case, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity), in each case except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole.

(d) Each Group Company's employees, consultants, advisors and independent contractors who independently or jointly contributed to or otherwise participated in the authorship, invention, creation, improvement, modification or development of any material Company Owned Intellectual Property since the Lookback Date (each such person, a "Creator") have agreed to maintain and protect the trade secrets and confidential information of all Group Companies, except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole. Each Group Company's employees, consultants, advisors and independent contractors who independently or jointly contributed to or otherwise participated in the authorship, invention, creation, improvement, modification or development of any material Company Owned Intellectual Property have assigned or have agreed to a present assignment to such Group Company all Intellectual Property Rights authored, invented, created, improved, modified or developed by such person in the course of such Creator's employment or other engagement with such Group Company.

(e) Each Group Company has taken commercially reasonable steps to safeguard and maintain the secrecy of any trade secrets, know-how and other confidential information owned by Each Group Company. Without limiting the foregoing, each Group Company has not disclosed any trade secrets, know-how or confidential information to any other Person unless such disclosure was under an appropriate written non-disclosure agreement containing appropriate limitations on use, reproduction and disclosure. To the Company's knowledge, there has been no violation or unauthorized access to or disclosure of any trade secrets, know-how or confidential information of or in the possession each Group Company, or of any written obligations with respect to such.

(f) None of the Company Owned Intellectual Property is subject to any outstanding Order that restricts in any material respect the use, sale, transfer, licensing or exploitation thereof by the Group Companies or affects the validity, use

or enforceability of any such Company Owned Intellectual Property, except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole.

(g) To the Company's knowledge, neither the conduct of the business of the Group Companies nor any of the Company Products offered, marketed, licensed, provided, sold, distributed or otherwise exploited by the Group Companies nor the design, development, manufacturing, reproduction, use, marketing, offer for sale, sale, importation, exportation, distribution, maintenance or other exploitation of any Company Product infringes, constitutes or results from an unauthorized use or misappropriation of or otherwise violates any Intellectual Property Rights of any other Person, except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole.

(h) Since the Lookback Date, there is no material Proceeding pending nor has any Group Company received any written communications or, to the Company's knowledge, any other communications (i) alleging that a Group Company has infringed, misappropriated or otherwise violated any Intellectual Property Rights of any other Person, (ii) challenging the validity, enforceability, use or exclusive ownership of any Company Owned Intellectual Property or (iii) inviting any Group Company to take a license under any Patent or consider the applicability of any Patents to any products or services of the Group Companies or to the conduct of the business of the Group Companies.

(i) To the Company's knowledge, no Person is infringing, misappropriating, misusing, diluting or violating any Company Owned Intellectual Property in any material respect. Since the Lookback Date, no Group Company has made any written claim against any Person alleging any infringement, misappropriation or other violation of any Company Owned Intellectual Property in any material respect.

(j) To the Company's knowledge, each Group Company has obtained, possesses and is in compliance with valid licenses to use all of the Software present on the computers and other Software-enabled electronic devices that it owns or leases or that is otherwise used by such Group Company or its employees in connection with the Group Company business, except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole. No Group Company has disclosed or delivered to any escrow agent or any other Person, other than employees or contractors who are subject to confidentiality obligations, any of the source code that is Company Owned Intellectual Property, and no other Person has the right, contingent or otherwise, to obtain access to or use any such source code. To the Company's knowledge, no event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time or both) will, or would reasonably be expected to, result in the delivery, license or disclosure of any source code that is owned by a Group Company or otherwise constitutes Company Owned Intellectual Property to any Person who is not, as of the date the event occurs or circumstance or condition comes into existence, a current employee or contractor of a Group Company subject to confidentiality obligations with respect thereto.

(k) Section 3.13(k) of the Company Disclosure Schedules sets forth all Public Software that is incorporated or embedded in any proprietary Software of a Group Company by any Group Company as of the date of this Agreement. No Group Company has accessed, used, modified, linked to, created derivative works from or incorporated into any proprietary Software that constitutes a product or service offered by a Group Company or is otherwise considered Company Owned Intellectual Property and that is distributed outside of the Group Companies, or is otherwise used in a manner that may trigger or subject such Group Company to any obligations set forth in the license for such Public Software, any Public Software, in whole or in part, in each case in a manner that (i) requires any Company Owned Intellectual Property to be licensed, sold, disclosed, distributed, hosted or otherwise made available in source code form or for the purpose of making derivative works, (ii) grants, or requires any Group Company to grant, the right to decompile, disassemble, reverse engineer or otherwise derive the source code or underlying structure of any Company Owned Intellectual Property, (iii) limits in any manner the ability to charge license fees or otherwise seek compensation in connection with marketing, licensing or distribution of any Company Owned Intellectual Property or (iv) otherwise imposes any limitation, restriction or condition on the right or ability of any Group Company to use, hold for use, license, host, distribute or otherwise dispose of any Company Owned Intellectual Property, other than compliance with notice and attribution requirements, in each case, except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole.

Section 3.14 Labor Matters.

(a) (i) None of the Group Companies has (A) has, or, since the Lookback Date has had, any material Liability for any arrears of wages or other compensation for services (including salaries, wage premiums, commissions, fees or bonuses) to their current or former employees or independent contractors, or any penalties, fines, Taxes, interest, or other sums for failure to pay or delinquency in paying such compensation, and (B) has or has had any Liability for any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Entity with respect to unemployment compensation

benefits, social security, social insurances or other benefits or obligations for any employees of any Group Company (other than routine payments to be made in the normal course of business and consistent with past practice); and (ii) the Group Companies have withheld all amounts required by applicable Law or by agreement to be withheld from wages, salaries and other payments to employees or independent contractors or other service providers of each Group Company, except as has not and would not reasonably be expected to result in, individually or in the aggregate, material Liability to the Group Companies.

(b) Since the Lookback Date, there has been no "mass layoff" or "plant closing" as defined by WARN related to any Group Company, and the Group Companies have not incurred any material Liability under WARN nor are they reasonably expected to incur any material Liability under WARN as a result of the transactions contemplated by this Agreement.

(c) No Group Company is a party to or bound by any CBA and no employees of any Group Company are represented by any labor union, labor organization, works council, employee delegate, representative or other employee collective group with respect to their employment. There is no duty on the part of any Group Company to bargain with any labor union, labor organization, works council, employee delegate, representative or other employee collective group, including in connection with the execution and delivery of this Agreement, the Ancillary Documents or the consummation of the transactions contemplated hereby or thereby. Since the Lookback Date, there has been no actual or, to the Company's knowledge, threatened unfair labor practice charges, material grievances, arbitrations, strikes, lockouts, work stoppages, slowdowns, picketing, hand billing or other material labor disputes against or affecting any Group Company. To the Company's knowledge, since the Lookback Date, there have been no labor organizing activities with respect to any employees of any Group Company.

(d) The Group Companies have, in all material respects, promptly, thoroughly and impartially investigated all sexual harassment, or other discrimination, retaliation or policy violation allegations of which they are aware. With respect to each such allegation with potential merit, the Group Companies have taken reasonable prompt corrective action that is reasonably calculated to prevent further improper conduct. No Group Company reasonably expects any material Liability with respect to any such allegations and is not aware of any material and substantiated allegations relating to officers, directors, employees, contractors, or agents of the Group Companies, that, if known to the public, would bring the Group Companies into material disrepute.

Section 3.15 Insurance. Section 3.15 of the Company Disclosure Schedules sets forth a list of all material policies of fire, liability, workers' compensation, property, casualty and other forms of insurance owned or held by any Group Company as of the date of this Agreement. All such policies are in full force and effect, all premiums due and payable thereon as of the date of this Agreement have been paid in full as of the date of this Agreement, and true and complete copies of all such policies have been made available to CBRG. As of the date of this Agreement, no claim by any Group Company is pending under any such policies as to which coverage has been denied or disputed, or rights reserved to do so, by the underwriters thereof, except as is not and would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole.

Section 3.16 Tax Matters.

(a) Each Group Company has prepared and filed with the appropriate Tax Authority all material Tax Returns required to have been filed by it, all such Tax Returns are true and complete in all material respects and prepared in compliance in all material respects with all applicable Laws and Orders, and each Group Company has paid all material Taxes required to have been paid by it regardless of whether shown on a Tax Return.

(b) Each Group Company has timely withheld and paid to the appropriate Tax Authority all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, individual independent contractor, other service providers, creditors, equity interest holder or other third-party.

(c) No deficiencies for Taxes against any of the Group Companies have been claimed, proposed or assessed in writing by any Tax Authority that remain unpaid except for deficiencies which are being contested in good faith and with respect to which adequate reserves have been established. No Group Company is currently the subject of a Tax audit or examination by any Tax Authority or has been informed in writing of the commencement or anticipated commencement of any Tax audit or examination by any Tax Authority that has not been resolved or completed, in each case with respect to material Taxes.

(d) No Group Company has consented to extend or waive the time in which any material Tax may be assessed or collected by any Tax Authority, other than any such extensions or waivers that are no longer in effect or that were

extensions of time to file Tax Returns obtained in the ordinary course of business or automatic extensions of time to file Tax Returns not requiring the consent of any Tax Authority.

(e) No "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law), private letter rulings, technical advice memoranda or similar agreements or rulings have been entered into or issued by any Tax Authority with respect to a Group Company which agreement or ruling would be effective after the Closing Date.

(f) No Group Company is or has been a party to any "listed transaction" as defined in Section 6707A of the Code and Treasury Regulations Section 1.6011-4 (or any corresponding or similar provision of state, local or non- U.S. income Tax Law).

(g) There are no Liens for material Taxes on any assets of the Group Companies other than Permitted Liens.

(h) During the two (2)-year period ending on the date of this Agreement, no Group Company was a distributing corporation or a controlled corporation in a transaction purported or intended to be governed by Section 355 of the Code.

(i) No Group Company (i) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was a Group Company) or (ii) has any material Liability for the Taxes of any Person (other than a Group Company) under Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local or non-United States Law), as a transferee or successor or by Contract (other than any Contract entered into in the ordinary course of business and the principal purpose of which does not relate to Taxes).

(j) No written claims have ever been made by any Tax Authority in a jurisdiction where a Group Company does not file Tax Returns that such Group Company is or may be subject to taxation by that jurisdiction, which claims have not been resolved or withdrawn.

(k) No Group Company is a party to any Tax allocation, Tax sharing or Tax indemnity or similar agreements (other than one that is included in a Contract entered into in the ordinary course of business that is not primarily related to Taxes) and no Group Company is a party to any joint venture, partnership or other arrangement that is treated as a partnership for U.S. federal income Tax purposes.

(l) Each Group Company is tax resident only in its country of organization, incorporation, or formation, as applicable.

(m) No Group Company has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has an office or fixed place of business in a country other than the country in which it is organized.

(n) No Group Company has taken or agreed to take any action not contemplated by this Agreement and/or any Ancillary Documents and the Company does not have knowledge of any facts or circumstances that could reasonably be expected to prevent the Mergers from qualifying for the Intended Tax Treatment.

Section 3.17 Brokers. Except as set forth on Section 3.17 of the Company Disclosure Schedules, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company or any of its Affiliates for which any of the Group Companies has any obligation.

3.18 Real and Personal Property.

(a) Property. No Group Company owns any real property.

(b) Leased Real Property. Section 3.18(b) of the Company Disclosure Schedules sets forth a true and complete list (including street addresses) of all real property leased by any of the Group Companies (the "Leased Real Property") and all Real Property Leases pursuant to which any Group Company is a tenant or landlord as of the date of this Agreement. True and complete copies of all such Real Property Leases have been made available to CBRG. Each Real Property Lease is in full force

and effect and is a valid, legal and binding obligation of the applicable Group Company party thereto, enforceable in accordance with its terms against such Group Company and, to the Company's knowledge, each counterparty thereto (subject to applicable Laws on general terms and conditions and applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity). There is no material breach or default by any Group Company or, to the Company's knowledge, any counterparty under any Real Property Lease, and, to the Company's knowledge, no event has occurred which (with or without notice or lapse of time or both) would constitute a material breach or default under any Real Property Lease or would permit termination of, or a material modification or acceleration thereof, by any counterparty to any Real Property Lease. Except as set forth in Section 3.18(b) of the Company Disclosure Schedules, as of the date hereof, no Group Company has (i) subleased, licensed or otherwise granted any Person the right to use or occupy the Leased Real Property or any portion thereof; or (ii) collaterally assigned or granted any other security interest in any Real Property Lease or any interest therein.

(c) Each Group Company has good, marketable and indefeasible title to, or a valid leasehold interest in or license or right to use, all of the material assets and properties of the Group Companies reflected in the Audited Financial Statements or thereafter acquired by the Group Companies, except for assets disposed of in the ordinary course of business.

(d) Assets. Immediately after the Company Merger Effective Time, the assets (which, for the avoidance of doubt, shall include any assets held pursuant to valid leasehold interest, license or other similar interests or right to use any assets) of the Group Companies will constitute all of the assets necessary to conduct the Business immediately after the Closing in materially the same manner (for the Group Companies, taken as a whole) as it is conducted on the date of this Agreement, except as would not have a Company Material Adverse Effect.

3.19 Transactions with Affiliates. Section 3.19 of the Company Disclosure Schedules sets forth all Contracts between (a) any Group Company, on the one hand, and (b) any employee, officer, director, partner, member, manager, direct or indirect equityholder or Affiliate of any Group Company (other than, for the avoidance of doubt, any other Group Company) or, to the Company's knowledge, any family member of the foregoing Persons, on the other hand (each Person identified in this clause (b), a "Company Related Party"), other than (i) Contracts with respect to a Company Related Party's employment with any of the Group Companies entered into in the ordinary course of business (including benefit plans and other ordinary course compensation) and (ii) Contracts entered into after the date of this Agreement that are either permitted pursuant to Section 5.1(b) or entered into in accordance with Section 5.1(b). Except as set forth on Section 3.19(b) of the Company Disclosure Schedules or as either permitted pursuant to Section 5.1(b) or entered into in accordance with Section 5.1(b), no Company Related Party (A) owns any interest in any material asset or property used in any Group Company's business, (B) possesses, directly or indirectly, any material financial interest in, or is a director or executive officer of, any Person which is a supplier, vendor, partner, customer, lessor or other material business relation of any Group Company, (C) is a supplier, vendor, partner, customer, lessor, or other material business relation of any Group Company or (D) owes any material amount to, or is owed any material amount by, any Group Company (other than accrued compensation, employee benefits, employee or director expense reimbursement, in each case, in the ordinary course of business or pursuant to any transaction entered into after the date of this Agreement that is either permitted pursuant to Section 5.1(b) or entered into in accordance with Section 5.1(b)). All Contracts, arrangements, understandings, interests and other matters that are required to be disclosed pursuant to this Section 3.19 (including, for the avoidance of doubt, pursuant to the second sentence of this Section 3.19) are referred to herein as "Company Related Party Transactions".

3.20 Data Privacy and Security.

(a) To the Company's knowledge, each Group Company has implemented adequate written policies relating to the Processing of Personal Data as and to the extent required by applicable Law ("Privacy and Data Security Policies").

(b) To the Company's knowledge, there is (and since the Lookback Date there has been) no material Proceeding pending or, to the Company's knowledge, threatened against or involving any Group Company initiated by any Person (including (i) the United States Federal Trade Commission, any state attorney general or similar state official; (ii) any other Governmental Entity, foreign or domestic; or (iii) any regulatory or self-regulatory entity) alleging that any Processing of Personal Data by or on behalf of a Group Company is or was in violation of any Privacy Laws or any Privacy and Data Security Policies nor, to the Company's knowledge, is there (nor since the Lookback Date has there been) any basis for the foregoing.

(c) To the Company's knowledge, since the Lookback Date: (i) no person has alleged or given written notice of unauthorized access to, or use, disclosure, or Processing of Personal Data in the possession or control of any Group Company or any of its contractors with regard to any Personal Data obtained from or on behalf of a Group Company; (ii) no person has alleged or given written notice of unauthorized intrusions or breaches of security into any Company IT Systems; and (iii) none of the Group Companies

has notified or been required to notify any Person of any (A) loss, theft or damage of, or (B) other unauthorized or unlawful access to, or use, disclosure or other Processing of, Personal Data, except, in each case, as would not have a Company Material Adverse Effect.

(d) Each Group Company owns or has license to use such Company IT Systems as necessary to operate the business of each Group Company as currently conducted. All Company IT Systems are: (i) free from any material defect, bug, virus or programming, design or documentation error and (ii) in sufficiently good working condition to effectively perform all material information technology operations necessary for the operation of the Business (except for ordinary wear and tear). To the Company's knowledge, since the Lookback Date, there have not been any material failures, breakdowns or continued substandard performance of any Company IT Systems that have caused a material failure or disruption of the Company IT Systems other than routine failures or disruptions that have been remediated in the ordinary course of business.

Section 3.21 Sup p liers. Section 3.21 of the Company Disclosure Schedules sets forth a list of the top ten (10) suppliers and vendors of the Group Companies (measured by aggregate spend) (each, a "Material Sup p lier") for the twelve-month period ended December 31, 2023 and the six-month period ended June 30, 2024. During the period beginning on the Lookback Date and ending on the date of this Agreement, no Material Supplier has cancelled or otherwise terminated or materially and adversely modified, or, to the knowledge of the Company, threatened to cancel or otherwise terminate or materially and adversely modify, its relationship with the Group Companies.

Section 3.22 Compliance with International Trade & Anti-Corruption Laws.

(a) None of the Group Companies, any of their respective officers, directors or employees or, to the Company's knowledge, any of their other Representatives, or any other Persons acting for or on behalf of any of the foregoing, is or has been, since the Lookback Date, (i) a Sanctioned Person; (ii) located, organized or resident in a Sanctioned Country; (iii) engaged or engaging in any dealings or transactions with, or for the benefit of, any Sanctioned Person or in any Sanctioned Country; (iv) engaged in or engaging in any transactions without, or exceeding the scope of, any licenses or authorizations required under Sanctions and Export Control Law; or (v) otherwise in violation of any Sanctions and Export Control Laws in any material respect.

(b) None of the Group Companies, any of their respective officers, directors or employees or, to the Company's knowledge, any of their other Representatives, or any other Persons acting for or on behalf of any of the foregoing has, since the Lookback Date, (i) made, offered, promised, paid, authorized, or received any unlawful bribes, kickbacks or other similar payments to or from any Person, (ii) made or paid any contributions, directly or indirectly, to a domestic or foreign political party or candidate, (iii) otherwise made, offered, received, authorized, promised or paid any improper payment under any Anti-Corruption Laws, or (iv) otherwise been in violation of Anti-Corruption Laws in any material respect.

(c) Since the Lookback Date, none of the Group Companies have received from any Governmental Entity or any Person any notice, inquiry, or internal or external allegation; made any voluntary or involuntary disclosure to a Governmental Entity; or conducted any internal investigation or audit concerning any actual or potential violation or wrongdoing in each case, related to Sanctions and Export Control Laws or Anti-Corruption Laws.

Section 3.23 Information Sup p lied. None of the information supplied or to be supplied by or on behalf of the Group Companies expressly for inclusion or incorporation by reference prior to the Closing in the Registration Statement/Proxy Statement (or any proxy statement related to a CBRG Extension) will, when the Registration Statement/Proxy Statement (or any proxy statement related to a CBRG Extension) is declared effective or when the Registration Statement/Proxy Statement (or any proxy statement related to a CBRG Extension) is mailed to the CBRG Shareholders or at the time of the CBRG Shareholders Meeting, and in the case of any amendment thereto, at the time of such amendment, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

Section 3.24 Regulatory Compliance.

(a) The Group Companies and the Company Products (i) have all Regulatory Permits that are required to conduct the Business as currently conducted, and each Regulatory Permit is in full force and effect, and (ii) are in compliance in all material respects with all Regulatory Permits. To the knowledge of the Company, (A) neither the FDA nor any other Governmental Entity has provided written or verbal notice of revocation, cancellation or termination of any Regulatory Permit to any Group Company, nor has any event occurred nor does any condition or state of facts exist, as of the date hereof, which would be reasonably likely to result in revocation, cancellation, suspension or any other adverse modification of any Regulatory Permit related, in whole or in part, to compliance with any Medical Devices Laws or any other comparable Laws, (B) no Governmental Entity nor the Company

is considering limiting, suspending or revoking any Regulatory Permit held by a Group Company, and (C) each third party that is a manufacturer, contractor or agent for a Group Company is in compliance in all material respects with all Regulatory Permits, required by all applicable Medical Devices Laws insofar as they reasonably pertain to the Company Products. There is no material or false misleading information or significant omission in any submission related to any Regulatory Permit submitted to any Governmental Entity administering Medical Devices Laws and/or any other applicable Law.

(b) There is (and since the Lookback Date there has been) no material obligation arising under an administrative or regulatory action or material Proceeding, investigations or inspections by or on behalf of a Governmental Entity, warning letter, notice of violation letter, consent decree, request for information or other notice, response or commitment made to or with a Governmental Entity with respect to regulatory matters pending or, to the Company's knowledge, threatened against or involving any Group Company or, to the Company's knowledge, any of their Representatives acting for or on their behalf, related to compliance with the United States Federal Food, Drug, and Cosmetic Act (the "FDCA") or any other applicable Medical Devices Laws as it relates to a Company Product. The Group Companies do not have, and since the Lookback Date have not had, any material Liabilities for failure to comply with any Medical Devices Laws and no Group Company, nor to the Company's knowledge, any of their Representatives acting on their behalf, is party to or subject to any corporate integrity agreement, monitoring agreement, consent decree, deferred prosecution agreement, settlement order or similar Contract with or imposed by any Governmental Entity related to any applicable Medical Devices Laws that applies to the transactions contemplated by this Agreement or any Ancillary Documents. There is no, and there is no act, omission, event, or circumstance of which the Company has knowledge that would reasonably be expected to give rise to or lead to, any civil, criminal, regulatory or administrative Proceeding or investigation, demand letter, warning letter, or request for information pending against the Company. To the knowledge of the Company, there are no civil or criminal proceedings relating to the Company or any officer, director or employee of any Group Company that involve a matter within or related to FDA or any other Governmental Entity jurisdiction.

(c) To the knowledge of the Company, since the Lookback Date, all studies, tests and preclinical and clinical trials of Company Products conducted by or on behalf of the Company have been and are being conducted, in compliance with Medical Devices Laws and any other applicable Law. No Group Company has, nor, to the Company's knowledge, have any of their Representatives acting on their behalf, received any written notice that the FDA or any other Governmental Entity responsible for oversight or enforcement of any applicable Medical Devices Laws, or any institutional review board (or similar body responsible for oversight of human subjects research) or institutional animal care and use committee (or similar body responsible for oversight of animal research), has initiated, or threatened to initiate, any Proceeding to restrict or suspend preclinical or nonclinical research on or clinical study of any Company Product or in which the Governmental Entity alleges or asserts a failure to comply with applicable Medical Devices Laws.

(d) All Company Products are, and since the Lookback Date have been, as applicable, designed, developed, tested, investigated, manufactured, assessed for conformity, processed, prepared, assembled, packaged, stored, tested, labeled, imported, exported, distributed, sold, marketed, placed on the market, and put into service in compliance in all material respects with applicable Medical Devices Laws. The Company has not received any written notices, correspondence or other communications from any court or Governmental Entity and/or third-party alleging violation of non-compliance with any Medical Devices Laws and/or any other applicable law.

(e) Since the Lookback Date, no Company Product has been seized, withdrawn, recalled, detained, subject to a suspension, field notification, and/or corrective action, destruction orders, safety alerts or similar actions of research, manufacturing, distribution, or commercialization activity, and there are no facts or circumstances reasonably likely to cause (i) the seizure, denial, withdrawal, recall, detention, public health notification, safety alert or suspension or termination of manufacturing, testing, marketing, or other activity relating to any Company Product, or (ii) a change in the labeling of any Company Product suggesting a compliance issue or risk, in either case. No Proceedings in the United States or any other jurisdiction seeking the withdrawal, recall, revocation, suspension, import detention, or seizure of any Company Product are pending or threatened against the Company.

(f) No Group Company has, nor as it relates to a Group Company or any Company Product, to the Company's knowledge, has any Person engaged by a Group Company for contract research, consulting or other collaboration services with respect to any Company Product, made any untrue statement of a material fact or a fraudulent statement to the FDA or any other Governmental Entity responsible for enforcement or oversight with respect to applicable Medical Devices Laws, or failed to disclose a

material fact required to be disclosed to the FDA or such other Governmental Entity that, at the time such disclosure was made, would reasonably be expected to provide a basis for the FDA to invoke its policy respecting "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities" set forth in 56 Fed. Reg. 46191 (September 10, 1991), or for any other Governmental Entity to invoke a similar policy.

(g) No Group Company or any of their directors, officers or employees, and, to the Company's knowledge, none of the Group Companies' individual independent contractors or other service providers, including clinical trial investigators, (i) have been or are currently disqualified or excluded under, (ii) are currently subject to an investigation or Proceeding that would reasonably be expected to result in disqualification or exclusion, the assessment of civil monetary penalties for violation of any health care programs of any Governmental Entity under, or (iii) have been convicted of any crime regarding health care products or services, or engaged in any conduct that would reasonably be expected to result in any such exclusion, disqualification, or ineligibility under applicable Medical Devices Laws, including, (A) exclusion under 42 U.S.C. Section 1320a-7 or any similar Law, (B) exclusion under 48 C.F.R. Subpart Section 9.4, the System for Award Management Nonprocurement Common Rule, or (C) disqualification under 21 C.F.R § 812.119. No Group Company or any of their current or former directors, officers or employees, and, to the Company's knowledge, no Group Company's individual independent contractors or other service providers to the extent acting on behalf of a Group Company have been subject to any criminal or civil fine or penalty imposed by, any Governmental Entity related to fraud, theft, embezzlement, breach of fiduciary responsibility, financial misconduct, or obstruction of an investigation of controlled substances. To the Company's knowledge, no Group Company or any of their current or former directors, officers or employees, individual independent contractors or other service providers to the extent acting on behalf of a Group Company, has been (1) subject to any enforcement, regulatory or administrative proceedings against or affecting the Company or any of its Affiliates relating to material violations of any Medical Devices Laws and no such enforcement, regulatory or administrative proceeding has been threatened, or (2) a party to any corporate integrity agreement, monitoring agreement, deferred prosecution agreement, consent decree, settlement order or similar agreement imposed by any Governmental Entity. To the Company's knowledge, no Group Company or any of their directors, officers or employees, and, to the Company's knowledge, none of the Group Companies' individual independent contractors or other service providers to the extent acting on behalf of a Group Company, have received notice from the FDA, any other Governmental Entity or any health insurance institution with respect to disqualification or restriction.

(h) All material reports, documents, claims, permits and notices required to be filed, maintained or furnished to the FDA or any similar foreign Governmental Entity by a Group Company have been so filed, maintained or furnished, except as would not, individually or in the aggregate, have a Company Material Adverse Effect. To the knowledge of the Company, all such reports, documents, claims, permits and notices were complete and accurate in all material respects on the date filed (or were corrected or supplemented by a subsequent filing).

Section 3.25 Antitrust Matters. As of the Closing, all of the following conditions relating to the HSR Act will be true and correct:

(a) The Company will be its own ultimate parent entity (as such term is defined in 16 C.F.R. § 801.1(a)(3) and is interpreted by the Premerger Notification Office of the United States Federal Trade Commission ("PNO")) and will not be controlled (as such term is defined in 16 C.F.R. § 801.1(b) and is interpreted by the PNO) by any other person or entity (as such terms are defined in 16
C.F.R. § 801.1(a) and are interpreted by the PNO).

(b) The annual net sales (as such term is defined in 16 C.F.R. § 801.11 and is interpreted by the PNO) of the Company will be below $222.7 million.

(c) The total assets (as such term is defined in 16 C.F.R. § 801.11 and is interpreted by the PNO) of the Company will be below $22.3 million.

(d) The Company will not be engaged in manufacturing (as such term is defined in 16 C.F.R. § 801.1(j) and is interpreted by the PNO).

Section 3.26 Investigation; No Other Representations.

(a) The Company, on its own behalf and on behalf of its Representatives, acknowledges, represents, warrants and agrees that (i) it has conducted its own independent review and analysis of, and, based thereon, has formed an independent judgment concerning, the business, assets, condition, operations and prospects of, the CBRG Parties and (ii) it has been furnished

with or given access to such documents and information about the CBRG Parties and their respective businesses and operations as it and its Representatives have deemed necessary to enable it to make an informed decision with respect to the execution, delivery and performance of this Agreement, the Ancillary Documents and the transactions contemplated hereby and thereby.

(b) In entering into this Agreement and the Ancillary Documents to which it is or will be a party, the Company has relied solely on its own investigation and analysis and the representations and warranties expressly set forth in Article 4 and in the Ancillary Documents to which the Company is or will be a party and no other representations or warranties of any CBRG Party or any other Person, either express or implied, and the Company, on its own behalf and on behalf of its Representatives, acknowledges, represents, warrants and agrees that, except for the representations and warranties expressly set forth in Article 4 and in the Ancillary Documents to which the Company is or will be a party, none of the CBRG Parties or any other Person makes or has made any representation or warranty, either express or implied, in connection with or related to this Agreement, the Ancillary Documents or the transactions contemplated hereby or thereby.

Section 3.27 EXCLUSIVITY OF REPRESENTATIONS AND WARRANTIES. NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO ANY CBRG PARTY OR ANY OF THEIR RESPECTIVE REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA), EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS ARTICLE 3 OR THE ANCILLARY DOCUMENTS, NEITHER THE COMPANY NOR ANY OTHER PERSON MAKES, AND THE COMPANY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING AS TO THE MATERIALS RELATING TO THE BUSINESS AND AFFAIRS OR HOLDINGS OF THE GROUP COMPANIES THAT HAVE BEEN MADE AVAILABLE TO ANY CBRG PARTY OR ANY OF THEIR REPRESENTATIVES OR IN ANY PRESENTATION OF THE BUSINESS AND AFFAIRS OF THE GROUP COMPANIES BY THE MANAGEMENT OR ON BEHALF OF THE COMPANY OR OTHERS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OR BY THE ANCILLARY DOCUMENTS, AND NO STATEMENT CONTAINED IN ANY OF SUCH MATERIALS OR MADE IN ANY SUCH PRESENTATION SHALL BE DEEMED A REPRESENTATION OR WARRANTY HEREUNDER OR OTHERWISE OR DEEMED TO BE RELIED UPON BY ANY CBRG PARTY IN EXECUTING, DELIVERING OR PERFORMING THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE 3 OR THE ANCILLARY DOCUMENTS, IT IS UNDERSTOOD THAT ANY COST ESTIMATES, PROJECTIONS OR OTHER PREDICTIONS, ANY DATA, ANY FINANCIAL INFORMATION OR ANY MEMORANDA OR OFFERING MATERIALS OR PRESENTATIONS, INCLUDING ANY OFFERING MEMORANDUM OR SIMILAR MATERIALS MADE AVAILABLE BY OR ON BEHALF OF ANY GROUP COMPANY ARE NOT AND SHALL NOT BE DEEMED TO BE OR TO INCLUDE REPRESENTATIONS OR WARRANTIES OF THE COMPANY OR ANY OTHER PERSON, AND ARE NOT AND SHALL NOT BE DEEMED TO BE RELIED UPON BY ANY CBRG PARTY IN EXECUTING, DELIVERING OR PERFORMING THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES RELATING TO THE CBRG PARTIES

(a) Subject to Section 8.8, except as set forth on the CBRG Disclosure Schedules, or (b) except as set forth in any CBRG SEC Reports (excluding (x) any disclosures in any "risk factors" section that do not constitute statements of fact, disclosures in any forward-looking statements disclaimers and other disclosures that are generally cautionary, predictive or forward-looking in nature, (y) any information incorporated by reference into the CBRG SEC Reports (other than from other CBRG SEC Reports), or (z) any information or disclosure subject to a confidential treatment order and not otherwise publicly available), each CBRG Party, jointly and severally, hereby represents and warrants to the Company, as of the date of this Agreement and as of the Closing, as follows:

Section 4.1 Organization and Qualification. Each CBRG Party is an exempted company, corporation, limited liability company or other applicable business entity duly organized, incorporated or formed, as applicable, validly existing and in good standing (or the equivalent thereof, if applicable, in each case, with respect to the jurisdictions that recognize the concept of good standing or any equivalent thereof) under the Laws of its jurisdiction of organization, incorporation or formation (as applicable). Each CBRG Party has the requisite corporate or other applicable business entity power and authority to own, lease and operate its properties and to carry on its businesses as presently conducted, except where the failure to have such power or authority would not have a CBRG Material Adverse Effect.

Authority. Each CBRG Party has the requisite exempted company, corporate, limited liability company or other similar power and authority to execute and deliver this Agreement and each Ancillary Document to which it is or will be a party, to perform its obligations hereunder and thereunder, and, subject to the receipt of, in the case of CBRG, the Required CBRG Shareholder Approval and, as applicable, the approvals and consents to be obtained pursuant to Section 5.23, in the case of HoldCo, the approvals and consents to be obtained by HoldCo pursuant to Section 5.9, in the case of CBRG Merger Sub, the approvals and consents to be obtained by CBRG Merger Sub pursuant to Section 5.10, and in the case of Company Merger Sub, the approvals and consents to be obtained by Company Merger Sub pursuant to Section 5.11, in each case to consummate the transactions contemplated hereby and thereby. Subject to the receipt of the Required CBRG Shareholder Approval and, as applicable, the approvals and consents to be obtained pursuant to Section 5.23, and the approvals and consents to be obtained by HoldCo (pursuant to Section 5.9), CBRG Merger Sub (pursuant to Section 5.10) and Company Merger Sub (pursuant to Section 5.11), the execution and delivery of this Agreement, the Ancillary Documents to which a CBRG Party is or will be a party, the performance of a CBRG Party's obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby have been (or, in the case of any Ancillary Document entered into after the date of this Agreement, will be upon execution thereof) duly authorized by all necessary exempted company, corporate, limited liability company or other similar action on the part of such CBRG Party. This Agreement has been and each Ancillary Document to which a CBRG Party is or will be a party has been or will be, upon execution thereof, duly and validly executed and delivered by such CBRG Party and constitutes or will constitute, upon execution thereof, as applicable, a valid, legal and binding agreement of such CBRG Party (assuming this Agreement has been and the Ancillary Documents to which such CBRG Party is or will be a party are or will be, upon execution thereof, as applicable, duly authorized, executed and delivered by the other Persons party hereto or thereto, as applicable), enforceable against such CBRG Party in accordance with their terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity). The Required CBRG Shareholder Approval, together with, as applicable, the approvals and consents to be obtained pursuant to Section 5.23, are the only votes or consents of the holders of any class or series of Equity Securities of CBRG required to approve and adopt this Agreement, the Ancillary Documents to which CBRG is or is contemplated to be a party, the performance of the obligations of the CBRG hereunder and thereunder and the consummation of the transactions contemplated hereby (including the Mergers).

Section 4.3 Consents and Requisite Governmental Approvals; No Violations.

(a) No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Entity is required on the part of a CBRG Party with respect to such CBRG Party's execution, delivery or performance of its obligations under this Agreement or the Ancillary Documents to which it is or will be party or the consummation of the transactions contemplated hereby or thereby, except for (i) (A) the filing with the SEC of the Registration Statement/Proxy Statement and the declaration of the effectiveness thereof by the SEC, (B) the filing with the SEC, and mailing to shareholders, of a proxy statement to amend the Pre-Closing CBRG Memorandum and Articles of Association in order extend the time period CBRG has to consummate the transactions contemplated by this Agreement and the clearance of SEC comments in connection with such proxy statement if any are issued during the 10-day waiting period provided by Rule 14a-6(a) of the Exchange Act, and (C) the filing with the SEC of such reports under Section 13(a) or 15(d) of the Exchange Act as may be required in connection with this Agreement, the Ancillary Documents or the transactions contemplated hereby or thereby, (ii) compliance with the listing requirements of Nasdaq and such filings with and approvals of Nasdaq to permit the HoldCo Shares to be issued in connection with the transactions contemplated by this Agreement and the other Ancillary Documents to be listed on Nasdaq, (iii) the filing of the Company Certificate of Merger, (iv) the filing of the CBRG Plan of Merger and the other documents referred to in Section 2.1(c) (ii) with the Registrar of Companies of the Cayman Islands, (v) the approvals and consents to be obtained by HoldCo pursuant to Section 5.9, (vi) the approvals and consents to be obtained by CBRG Merger Sub pursuant to Section 5.10, (vii) the approvals and consents to be obtained by Company Merger Sub pursuant to Section 5.11, (viii) the Required CBRG Shareholder Approval or (ix) any other consents, approvals, authorizations, designations, declarations, waivers or filings, the absence of which would not have a CBRG Material Adverse Effect.

(b) None of the execution or delivery by a CBRG Party of this Agreement or any Ancillary Document to which it is or will be a party, the performance by a CBRG Party of its obligations hereunder or thereunder or the consummation by a CBRG Party of the transactions contemplated hereby or thereby will, directly or indirectly (with or without due notice or lapse of time or both) (i) result in a violation or breach of any provision of the Governing Documents of a CBRG Party, (ii) result in a violation or breach of, or constitute a default or give rise to any right of termination, Consent, cancellation, amendment, modification, suspension, revocation or acceleration under, any of the terms, conditions or provisions of any Contract to which a CBRG Party is a party, (iii) violate, or constitute a breach under, any Order or applicable Law to which any such CBRG Party or any of its properties or assets are subject or bound or (iv) result in the creation of any Lien upon any of the assets or properties (other than any Permitted Liens) of a CBRG Party, except in the case of any of clauses (ii) through (iv) above, as would not have a CBRG Material Adverse Effect.

Section 4.4 Brokers. Except as set forth on Section 4.4 of the CBRG Disclosure Schedules, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of any CBRG Party for which a CBRG Party has any obligation.

Section 4.5 Information Sup p lied. None of the information supplied or to be supplied by or on behalf of either CBRG Party expressly for inclusion or incorporation by reference prior to the Closing in the Registration Statement/Proxy Statement (or any proxy statement related to a CBRG Extension) will, when the Registration Statement/Proxy Statement (or any proxy statement related to a CBRG Extension) is declared effective or when the Registration Statement/Proxy Statement (or any proxy statement related to a CBRG Extension) is mailed to the CBRG Shareholders or at the time of the CBRG Shareholders Meeting, and in the case of any amendment thereto, at the time of such amendment, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

Section 4.6 Capitalization of the CBRG Parties.

(a) Except for any changes to the extent permitted pursuant to Section 5.12 or resulting from the issuance, grant, transfer or disposition of Equity Securities of the CBRG in accordance with Section 5.12 or for changes resulting from any CBRG Shareholder Redemption, Section 4.6(a) of the CBRG Disclosure Schedules sets forth a true and complete statement of the number and class or series (as applicable) of the issued and outstanding CBRG Shares prior to any CBRG Shareholder Redemption. All outstanding Equity Securities of CBRG (except to the extent such concepts are not applicable under the applicable Law of CBRG's jurisdiction of organization, incorporation or formation, as applicable, or other applicable Law) have been duly authorized and validly issued and are fully paid and non-assessable. Such Equity Securities (i) were not issued in violation of the Governing Documents of CBRG, and (ii) are not subject to any preemptive rights, call option, right of first refusal, subscription rights, transfer restrictions or similar rights of any Person (other than restrictions under applicable Securities Laws, under the Governing Documents of CBRG or under this Agreement or the Ancillary Documents) and were not issued in violation of any preemptive rights, call option, right of first refusal, subscription rights, transfer restrictions or similar rights of any Person and (iii) have been offered, sold and issued in compliance in all material respects with applicable Law, including Securities Laws. Except for the CBRG Shares set forth on Section 4.6(a) of the CBRG Disclosure Schedules (assuming that no CBRG Shareholder Redemptions are effected) and those Equity Securities of CBRG either permitted by Section 5.12 or issued or granted in accordance with Section 5.12, immediately prior to Closing and before giving effect to the 2024 Financing, there shall be no other Equity Securities of CBRG issued and outstanding.

(b) Except as expressly contemplated by this Agreement, the Ancillary Documents or the transactions contemplated hereby or thereby or as otherwise either permitted pursuant to Section 5.12 or issued, granted or entered into, as applicable, in accordance with Section 5.12, there are no outstanding (i) equity appreciation, phantom equity or profit participation rights or (ii) options, restricted stock, phantom stock, warrants, purchase rights, subscription rights, conversion rights, exchange rights, calls, puts, rights of first refusal or first offer or other Contracts, in each case that could require CBRG to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem any Equity Securities or securities convertible into or exchangeable for Equity Securities of CBRG.

(c) The Equity Securities of each of HoldCo, CBRG Merger Sub and Company Merger Sub outstanding as of the date of this Agreement (i) have been duly authorized and validly issued and are fully paid and nonassessable, (ii) were issued in compliance in all material respects with applicable Law, and (iii) were not issued in breach or violation of any preemptive rights or Contract to which any of HoldCo, CBRG Merger Sub or Company Merger Sub is a party or bound in any material respect. All of the outstanding Equity Securities of HoldCo are as of the date hereof and will be prior to the consummation of the transactions contemplated by Section 2.1 owned directly by CBRG free and clear of all Liens (other than transfer restrictions under applicable Securities Law and those restrictions set forth in this Agreement, the other Ancillary Documents, or the Pre-Closing CBRG Memorandum and Articles of Association). All of the outstanding Equity Securities of CBRG Merger Sub and Company Merger Sub are as of the date hereof and will be prior to the consummation of the transactions contemplated by Section 2.1 owned directly by HoldCo free and clear of all Liens (other than transfer restrictions under applicable Securities Law and those restrictions set forth in the applicable CBRG Party's Governing Documents, this Agreement and the other Ancillary Documents). As of the date of this Agreement, CBRG has no Subsidiaries other than HoldCo, CBRG Merger Sub and Company Merger Sub, and does not own, directly or indirectly, any Equity Securities in any Person other than the foregoing.

(d) Section 4.6 of the CBRG Disclosure Schedules sets forth as of the date of this Agreement a list of all Indebtedness for borrowed money of CBRG.

SEC Filings. CBRG has, as of the date hereof, timely filed or furnished all statements, forms, reports and documents required to be filed or furnished by it prior to the date of this Agreement with the SEC pursuant to Federal Securities Laws since its initial public offering (collectively, and together with any exhibits and schedules thereto and other information incorporated therein, and as they have been supplemented, modified or amended since the time of filing, the "CBRG SEC Reports"), and, as of the Closing, will have timely filed or furnished all other statements, forms, reports and other documents required to be filed or furnished by it subsequent to the date of this Agreement with the SEC pursuant to Federal Securities Laws through the Closing (collectively, and together with any exhibits and schedules thereto and other information incorporated therein, and as they have been supplemented, modified or amended since the time of filing, but excluding the Registration Statement/Proxy Statement, the "Additional CBRG SEC Reports"), in each case, after giving effect to any applicable grace periods. Each of the CBRG SEC Reports, as of their respective dates of filing, or as of the date of any amendment or filing that superseded the initial filing, complied and each of the Additional CBRG SEC Reports, as of their respective dates of filing, and as of the date of any amendment or filing that superseded the initial filing, will comply, in all material respects with the applicable requirements of the Federal Securities Laws (including, as applicable, the Sarbanes-Oxley Act and any rules and regulations promulgated thereunder) applicable to the CBRG SEC Reports or the Additional CBRG SEC Reports (for purposes of the Additional CBRG SEC Reports, assuming that the representation and warranty set forth in Section 3.23 is true and correct in all respects with respect to all information supplied by or on behalf of the Group Companies expressly for inclusion or incorporation by reference therein). As of their respective dates of filing, or, if amended, as of the date of such amendment, the CBRG SEC Reports did 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 therein, in light of the circumstances under which they were made or will be made, not misleading. As of the date of this Agreement, there are no outstanding or unresolved comments in comment letters received from the SEC with respect to the CBRG SEC Reports.

Section 4.8 Trust Account. As of the date of this Agreement, CBRG has an amount in cash in the Trust Account equal to at least $11,180,000. The funds held in the Trust Account are (a) invested in United States "government securities" within the meaning of Section 2(a)(16) of the Investment Company Act, having a maturity of 180 days or less or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act which invest only in direct U.S. government treasury obligations or in cash and (b) held in trust pursuant to that certain Investment Management Trust Agreement, dated November 9, 2021 (the "Trust Agreement"), between CBRG and Continental Stock Transfer & Trust Company, as trustee (the "Trustee"). There are no separate agreements, side letters or other agreements or understandings (whether written or unwritten, express or implied) that would cause the description of the Trust Agreement in the CBRG SEC Reports to be inaccurate in any material respect or, to CBRG's knowledge, that would entitle any Person to any portion of the funds in the Trust Account (other than (i) in respect of deferred underwriting commissions or Taxes, (ii) the CBRG Shareholders who shall have elected to redeem their CBRG Class A Shares pursuant to the Governing Documents of CBRG or (iii) if CBRG fails to complete a business combination within the allotted time period set forth in the Governing Documents of CBRG and liquidates the Trust Account, subject to the terms of the Trust Agreement, CBRG (in limited amounts to permit CBRG to pay the expenses of the Trust Account's liquidation, dissolution and winding up of CBRG) and then the CBRG Shareholders). Prior to the Closing, none of the funds held in the Trust Account are permitted to be released, except in the circumstances described in the Governing Documents of CBRG and the Trust Agreement. As of the date of this Agreement, CBRG has performed all material obligations required to be performed by it to date, and is not in material default, under the Trust Agreement, and, to CBRG's knowledge, no event has occurred which (with due notice or lapse of time or both) would constitute a material default under the Trust Agreement. As of the date of this Agreement, there are no Proceedings pending with respect to the Trust Account. Since January 1, 2024, CBRG has not released any money from the Trust Account (other than interest income earned on the funds held in the Trust Account as permitted by the Trust Agreement and with respect to the redemption of shareholders of CBRG that elected to redeem their shares in connection with the amendment of the Pre- Closing CBRG Memorandum and Articles of Association on February 7, 2024). Upon the consummation of the transactions contemplated hereby (including the distribution of assets from the Trust Account (A) in respect of deferred underwriting commissions or Taxes or (B) to the CBRG Shareholders who have elected to redeem their CBRG Class A Shares pursuant to the Governing Documents of CBRG, each in accordance with the terms of and as set forth in the Trust Agreement), CBRG shall have no further obligation under either the Trust Agreement or the Governing Documents of CBRG to liquidate or distribute any assets held in the Trust Account, and the Trust Agreement shall terminate in accordance with its terms.

Section 4.9 Transactions with Affiliates. Section 4.9 of the CBRG Disclosure Schedules sets forth all Contracts between (a) CBRG, on the one hand, and (b) any officer, director, employee, partner, member, manager, direct or indirect equityholder or Affiliate of CBRG or the CBRG Sponsor or, on the other hand (each Person identified in this clause (b), an "CBRG Related Party"), other than

(i) Contracts with respect to a CBRG Related Party's employment with, or the provision of services to, CBRG entered into in the ordinary course of business (including benefit plans, indemnification arrangements and other ordinary course compensation) and (ii) Contracts entered into after the date of this Agreement that are either permitted pursuant to Section 5.12 or entered into in accordance with Section 5.12. Except as set forth on Section 4.9 of the CBRG Disclosure Schedules or as either permitted pursuant to Section 5.12 or entered into in accordance with Section 5.12, no CBRG Related Party (A) owns any interest in any material asset or property used in the business of CBRG, (B) possesses, directly or indirectly, any material financial interest in, or is a director or executive officer of, any Person which is a material client, supplier, vendor, partner, customer, lessor or other material business relation of CBRG or (C) owes any material amount to, or is owed any material amount by, CBRG (other than accrued compensation, employee benefits, employee or director expense reimbursement, in each case, in the ordinary course of business or pursuant to a transaction entered into after the date of this Agreement that is either permitted pursuant to Section 5.12 or entered into in accordance with Section 5.12).

All Contracts, arrangements, understandings, interests and other matters that are required to be disclosed pursuant to this Section 4.9 (including, for the avoidance of doubt, pursuant to the second sentence of this Section 4.9) are referred to herein as "CBRG Related Party Transactions".

Section 4.10 Litigation. As of the date of this Agreement, there is (and since its organization, incorporation or formation, as applicable, there has been) no Proceeding pending or, to CBRG's knowledge, threatened against or involving any CBRG Party that, if adversely decided or resolved, would be material to the CBRG Parties, taken as a whole. As of the date of this Agreement, none of the CBRG Parties nor any of their respective properties or assets is subject to any material Order. As of the date of this Agreement, there are no material Proceedings by any CBRG Party pending against any other Person.

Section 4.11 Compliance with Ap p licable Law. Each CBRG Party is (and since its organization, incorporation or formation, as applicable, has been) in compliance with all applicable Laws, except as would not have a CBRG Material Adverse Effect.

Section 4.12 Absence of Changes. During the period beginning on March 31, 2024, and ending on the date of this Agreement, (a) no CBRG Material Adverse Effect has occurred and (b) except as expressly contemplated by this Agreement, any Ancillary Document or in connection with the transactions contemplated hereby and thereby, the CBRG Parties have conducted their businesses in the ordinary course in all material respects.

Section 4.13 HoldCo and Merger Sub Activities. Each of HoldCo, CBRG Merger Sub and Company Merger Sub was organized solely for the purpose of entering into this Agreement and the applicable Ancillary Documents, the performance of its respective covenants and agreements in this Agreement and the applicable Ancillary Documents and consummating the transactions contemplated hereby and thereby and has not engaged in any activities or business, other than those incidental or related to, or incurred in connection with, its organization, incorporation or formation, as applicable, or continuing corporate (or similar) existence or the negotiation, preparation or execution of this Agreement or any Ancillary Document, the performance of its covenants or agreements in this Agreement or any Ancillary Document or the consummation of the transactions contemplated hereby or thereby.

Section 4.14 Internal Controls; Listing; Financial Statements.

(i) Except as is not required in reliance on exemptions from various reporting requirements by virtue of CBRG's status as an "emerging growth company" within the meaning of the Securities Act, as modified by the JOBS Act, or "smaller reporting company" within the meaning of the Exchange Act, since its initial public offering, CBRG has established and maintained a system of internal controls over financial reporting (as defined in Rule 13a-15 and Rule 15d-15 under the Exchange Act) sufficient to provide reasonable assurance regarding the reliability of CBRG's financial reporting and the preparation of CBRG's financial statements for external purposes in accordance with GAAP and (ii) CBRG has established and maintained disclosure controls and procedures (as defined in Rule 13a-15 and Rule 15d-15 under the Exchange Act) designed to ensure that material information relating to CBRG is made known to CBRG's principal executive officer and principal financial officer by others within CBRG.

(a) CBRG has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(b) Since its initial public offering, CBRG has complied in all material respects with all applicable listing and corporate governance rules and regulations of Nasdaq. The classes of securities representing issued and outstanding CBRG Class A Shares are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on Nasdaq. As of the date of this Agreement, there is no material Proceeding pending or, to CBRG's knowledge, threatened against CBRG by Nasdaq or the SEC with respect to any intention by such entity to deregister CBRG Class A Shares or prohibit or terminate the listing of CBRG Class A Shares on Nasdaq. Except as otherwise contemplated in connection with the Closing and the transactions contemplated by this Agreement and the Ancillary Documents, CBRG has not taken any action that is designed to terminate the registration of CBRG Class A Shares under the Exchange Act.

(c) The CBRG SEC Reports contain true and complete copies of the applicable CBRG Financial Statements. The CBRG Financial Statements (i) fairly present in all material respects the financial position of CBRG as at the respective dates thereof (as amended), and the results of its operations, shareholders' equity and cash flows for the respective periods then ended (subject, in the case of any unaudited interim financial statements, to normal year-end audit adjustments (none of which is expected to be material) and the absence of notes thereto), (ii) were prepared in accordance with GAAP applied on a consistent basis during the periods indicated (except, in the case of any audited financial statements, as may be indicated in the notes thereto and subject, in the case of any unaudited financial statements, to normal year-end audit adjustments (none of which is expected to be material) and the absence of notes thereto), (iii) in the case of the audited CBRG Financial Statements, were audited in accordance with the standards of

the PCAOB and (iv) comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act (including Regulation S-X or Regulation S-K, as applicable) in effect as of the date of this Agreement.

(d) CBRG has established and maintains systems of internal accounting controls that are designed to provide, in all material respects, reasonable assurance that (i) all transactions are executed in accordance with management's authorization and (ii) all transactions are recorded as necessary to permit preparation of proper and accurate financial statements in accordance with GAAP and to maintain accountability for CBRG's and its Subsidiaries' assets. CBRG maintains and, for all periods covered by the CBRG Financial Statements, has maintained books and records of CBRG in the ordinary course of business that are designed to provide reasonable assurance regarding the accuracy and completeness thereof and reflect the revenues, expenses, assets and liabilities of CBRG in all material respects.

(e) Except as set forth in Section 4.14(e) of the CBRG Disclosure Schedule, since its incorporation, CBRG has not received any written complaint, allegation, assertion or claim that there is (i) a "significant deficiency" in the internal controls over financial reporting of CBRG to CBRG's knowledge, (ii) except as disclosed in the CBRG SEC Reports, a "material weakness" in the internal controls over financial reporting of CBRG to CBRG's knowledge or (iii) fraud, whether or not material, that involves management or other employees of CBRG who have a significant role in the internal controls over financial reporting of CBRG.

Section 4.15 No Undisclosed Liabilities. Except for the Liabilities (a) set forth in Section 4.15 of the CBRG Disclosure Schedules, (b) incurred in connection with, related to or arising out of the negotiation, preparation or execution of this Agreement or any Ancillary Document, the performance of its covenants or agreements in this Agreement or any Ancillary Document or the consummation of the transactions contemplated hereby or thereby (including, for the avoidance of doubt, any fees, costs or expenses incurred by or on behalf of any CBRG Party and any Liabilities directly or indirectly arising out of, or related to, any Proceeding related to this Agreement, the Ancillary Documents or the transactions contemplated hereby or thereby, including any shareholder demand or other shareholder Proceedings (including derivative claims) arising out of, or related to, any of the foregoing), (c) that are incurred in connection with or are incidental or related to its organization, incorporation or formation, as applicable, or continuing corporate (or similar) existence or CBRG being (or continuing to be) a public company listed on Nasdaq, (d) set forth or disclosed in the CBRG Financial Statements, (e) that have arisen since the date of the most recent balance sheet included in the CBRG SEC Reports in the ordinary course of business, (f) that are either permitted pursuant to Section 5.12 or incurred in accordance with Section 5.12, or (g) that are not, and would not reasonably be expected to be, individually or in the aggregate, material to the CBRG Parties, taken as a whole, the CBRG Parties do not have any Liabilities.

Section 4.16 Tax Matters.

(a) Each CBRG Party has prepared and filed with the appropriate Tax Authority all material Tax Returns required to have been filed by it, all such Tax Returns are true and complete in all material respects and prepared in compliance in all material respects with all applicable Laws and Orders, and each CBRG Party has paid all material Taxes required to have been paid or deposited by it regardless of whether shown on a Tax Return.

(b) Each CBRG Party has timely withheld and paid to the appropriate Tax Authority all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, individual independent contractor, other service providers, equity interest holder or other third-party.

(c) No deficiencies for Taxes against any CBRG Party have been claimed, proposed or assessed in writing by any Tax Authority that remain unpaid except for deficiencies which are being contested in good faith and with respect to which adequate reserves have been established. No CBRG Party is currently the subject of a Tax audit or examination by any Tax Authority or has been informed in writing of the commencement or anticipated commencement of any Tax audit or examination by any Tax Authority that has not been resolved or completed, in each case with respect to material Taxes.

(d) None of the CBRG Parties have consented to extend or waive the time in which any material Tax may be assessed or collected by any Tax Authority, other than any such extensions or waivers that are no longer in effect or that were extensions of time to file Tax Returns obtained in the ordinary course of business or automatic extensions of time to file Tax Returns not requiring the consent of any Tax Authority.

(e) No "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law), private letter rulings, technical advice memoranda or similar agreements or

rulings have been entered into or issued by any Tax Authority with respect to any CBRG Party which agreement or ruling would be effective after the Closing Date.

(f) None of the CBRG Parties is and none of the CBRG Parties has been a party to any "listed transaction" as defined in Section 6707A of the Code and Treasury Regulations Section 1.6011-4 (or any corresponding or similar provision of state, local or non-U.S. income Tax Law).

(g) There are no Liens for material Taxes on any assets of the CBRG Parties other than Permitted Liens.

(h) During the two (2)-year period ending on the date of this Agreement, none of the CBRG Parties was a distributing corporation or a controlled corporation in a transaction purported or intended to be governed by Section 355 of the Code.

(i) None of the CBRG Parties (i) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was a Group Company) or (ii) has any material Liability for the Taxes of any Person (other than a CBRG Party) under Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local or non- United States Law), as a transferee or successor or by Contract (other than any Contract entered into in the ordinary course of business and the principal purpose of which does not relate to Taxes).

(j) No written claims have ever been made by any Tax Authority in a jurisdiction where a CBRG Party does not file Tax Returns that such CBRG Party is or may be subject to taxation by that jurisdiction, which claims have not been resolved or withdrawn.

(k) None of the CBRG Parties is a party to any Tax allocation, Tax sharing or Tax indemnity or similar agreements (other than one that is included in a Contract entered into in the ordinary course of business that is not primarily related to Taxes) and none of the CBRG Parties is a party to any joint venture, partnership or other arrangement that is treated as a partnership for U.S. federal income Tax purposes.

(l) Each CBRG Party is tax resident only in its country of organization, incorporation or formation, as applicable.

(m) None of the CBRG Parties has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has an office or fixed place of business in a country other than the country in which it is organized.

(n) None of the CBRG Parties has taken or agreed to take any action not contemplated by this Agreement and/or any Ancillary Documents and the CBRG Parties do not have knowledge of any facts or circumstances that could reasonably be expected to prevent the Mergers from qualifying for the Intended Tax Treatment.

Section 4.17 Investment Company Act. No CBRG Party is an "investment company" within the meaning of the Investment Company Act.

Section 4.18 CFIUS Foreign Person Status. No CBRG Party is a "foreign person" or a "foreign entity," as defined in Section 721 of the Defense Production Act of 1950, including all implementing regulations thereof (the "DPA"). No CBRG Party is controlled by a "foreign person," as defined in the DPA. No CBRG Party permits any foreign person affiliated with CBRG, whether affiliated as a limited partner or otherwise, to obtain through CBRG any of the following with respect to CBRG: (i) access to any "material nonpublic technical information" (as defined in the DPA) in the possession of CBRG; (ii) membership or observer rights on the Board of Directors or equivalent governing body of CBRG or the right to nominate an individual to a position on the Board of Directors or equivalent governing body of CBRG; (iii) any involvement, other than through the voting of shares, in the substantive decision- making of CBRG regarding (x) the use, development, acquisition, or release of any "critical technology" (as defined in the DPA), (y) the use, development, acquisition, safekeeping, or release of "sensitive personal data" (as defined in the DPA) of U.S. citizens maintained or collected by CBRG, or (z) the management, operation, manufacture, or supply of "covered investment critical infrastructure" (as defined in the DPA); or (iv) "control" of the Company (as defined in the DPA).

Section 4.19 Compliance with Internal Trade & Anti-Corruption Laws.

(a) Since CBRG's incorporation, neither CBRG nor, CBRG's respective officers, directors or employees or, to CBRG's knowledge, any of their other Representatives, or any other Persons acting for or on behalf of any of the foregoing, is or has been, (i) a Person named on any Sanctions and Export Control Laws-related list of designated Persons maintained by a Governmental Entity; (ii) located, organized or resident in a country or territory which is itself the subject of or target of any Sanctions and Export Control Laws; (iii) an entity owned, directly or indirectly, by one or more Persons described in clause (i) or (ii); or (iv) otherwise engaging in dealings with or for the benefit of any Person described in clauses (i) - (iii) or any country or territory which is or has, since CBRG's incorporation, been the subject of or target of any Sanctions and Export Control Laws (at the time of this Agreement, the Crimea region of Ukraine, Cuba, Iran, North Korea, Venezuela, Sudan and Syria).

(b) Since CBRG's incorporation, none of the CBRG Parties, any of their respective officers or directors or, to CBRG's knowledge, any of their other Representatives, or any other Persons acting for or on behalf of the CBRG Parties has (i) made, offered, promised, paid or received any unlawful bribes, kickbacks or other similar payments to or from any Person, (ii) made or paid any contributions, directly or indirectly, to a domestic or foreign political party or candidate or (iii) otherwise made, offered, received, authorized, promised or paid any improper payment under any Anti-Corruption Laws.

Section 4.20 Investigation; No Other Representations.

(a) Each CBRG Party, on its own behalf and on behalf of its Representatives, acknowledges, represents, warrants and agrees that (i) it has conducted its own independent review and analysis of, and, based thereon, has formed an independent judgment concerning, the business, assets, condition, operations and prospects, of the Group Companies and (ii) it has been furnished with or given access to such documents and information about the Group Companies and their respective businesses and operations as it and its Representatives have deemed necessary to enable it to make an informed decision with respect to the execution, delivery and performance of this Agreement, the Ancillary Documents and the transactions contemplated hereby and thereby.

(b) In entering into this Agreement and the Ancillary Documents to which it is or will be a party, each CBRG Party has relied solely on its own investigation and analysis and the representations and warranties expressly set forth in Article 3 and in the Ancillary Documents to which each CBRG Party is or will be a party and no other representations or warranties of the Company or any other Person, either express or implied, and each CBRG Party, on its own behalf and on behalf of its Representatives, acknowledges, represents, warrants and agrees that, except for the representations and warranties expressly set forth in Article 3 and in the Ancillary Documents to which each CBRG Party is or will be a party, neither the Company nor any other Person makes or has made any representation or warranty, either express or implied, in connection with or related to this Agreement, the Ancillary Documents or the transactions contemplated hereby or thereby.

Section 4.21 EXCLUSIVITY OF REPRESENTATIONS AND WARRANTIES. NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE COMPANY OR ANY OF ITS REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA), EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS ARTICLE 4 OR THE ANCILLARY DOCUMENTS, NONE OF THE CBRG PARTIES OR ANY OTHER PERSON MAKES, AND EACH CBRG PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING AS TO THE MATERIALS RELATING TO THE BUSINESS AND AFFAIRS OR HOLDINGS OF THE CBRG PARTIES THAT HAVE BEEN MADE AVAILABLE TO THE COMPANY OR ANY OF ITS REPRESENTATIVES OR IN ANY PRESENTATION OF THE BUSINESS AND AFFAIRS OF THE CBRG PARTIES BY OR ON BEHALF OF THE MANAGEMENT OF ANY CBRG PARTY OR OTHERS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OR BY THE ANCILLARY DOCUMENTS, AND NO STATEMENT CONTAINED IN ANY OF SUCH MATERIALS OR MADE IN ANY SUCH PRESENTATION SHALL BE DEEMED A REPRESENTATION OR WARRANTY HEREUNDER OR OTHERWISE OR DEEMED TO BE RELIED UPON BY THE COMPANY OR ANY OF ITS REPRESENTATIVES IN EXECUTING, DELIVERING OR PERFORMING THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE 4 OR THE ANCILLARY DOCUMENTS, IT IS UNDERSTOOD THAT ANY COST ESTIMATES, PROJECTIONS OR OTHER PREDICTIONS, ANY DATA, ANY FINANCIAL INFORMATION OR ANY MEMORANDA OR OFFERING MATERIALS OR PRESENTATIONS, INCLUDING ANY OFFERING MEMORANDUM OR SIMILAR MATERIALS MADE AVAILABLE BY OR ON BEHALF OF ANY CBRG PARTY ARE NOT AND SHALL NOT BE DEEMED TO BE OR TO INCLUDE REPRESENTATIONS OR WARRANTIES OF ANY CBRG PARTY OR ANY OTHER PERSON, AND ARE NOT AND SHALL NOT BE DEEMED TO BE RELIED UPON BY THE COMPANY OR ANY OF ITS REPRESENTATIVES IN EXECUTING, DELIVERING OR PERFORMING THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

ARTICLE 5
COVENANTS

5.1 Conduct of Business of the Company.

(a) any Ancillary Document, as required by applicable Law, as set forth on Section 5.1(a) of the Company Disclosure Schedules, or as consented to in writing by CBRG (such consent not to be unreasonably withheld, conditioned or delayed), (i) operate the business of the Group Companies in the ordinary course in all material respects and (ii) use reasonable best efforts to maintain and preserve intact the business organization, assets, properties and business relations of the Group Companies.

(b) Without limiting the generality of the foregoing, from and after the date of this Agreement until the earlier of the Closing or the termination of this Agreement in accordance with its terms, the Company shall, and the Company shall cause its Subsidiaries to, except as expressly contemplated by this Agreement or any Ancillary Document, as required by applicable Law, as set forth on Section 5.1(b) of the Company Disclosure Schedules or as consented to in writing by CBRG (such consent, other than in the case of Section 5.1(b)(i), Section 5.1(b) (vii) (D), Section 5.1(b) (xv), or Section 5.1(b) (xvi) (to the extent related to any of the foregoing), not to be unreasonably withheld, conditioned or delayed), not do any of the following:

(i) declare, set aside, make or pay a dividend on, or make any other distribution or payment in respect of, any Equity Securities of any Group Company or repurchase or redeem any outstanding Equity Securities of any Group Company, other than dividends or distributions, declared, set aside or paid by any of the Company's Subsidiaries to the Company or any Subsidiary that is, directly or indirectly, wholly owned by the Company;

(ii) merge, consolidate, combine or amalgamate any Group Company with any Person or purchase or otherwise acquire (whether by merging or consolidating with, purchasing any Equity Security in or a substantial portion of the assets of, or by any other manner) any corporation, partnership, association or other business entity or organization or division thereof;

(iii) adopt any amendments, supplements, restatements or modifications to (A) any Group Company's Governing Documents, or (B) any Company Shareholders Agreement;

(iv) transfer, sell, assign, abandon, lease, permit to lapse or expire, license or otherwise dispose of any material assets or properties of any of the Group Companies, other than the sale of inventory or the abandonment of obsolete equipment in the ordinary course of business, or create, subject to or incur any Lien on any material assets or properties of any of the Group Companies (other than any Permitted Liens);

(v) transfer, issue, sell, grant or otherwise directly or indirectly dispose of, or subject to a Lien, (A) any Equity Securities of any Group Company or (B) any options, warrants, rights of conversion or other rights, agreements, arrangements or commitments obligating any Group Company to issue, deliver or sell any Equity Securities of any Group Company, other than, prior to the delivery of the Allocation Schedule pursuant to Section 2.3, (x) the issuance of the Company Common Shares upon the exercise of any Company Options outstanding as of the date of this Agreement in accordance with the terms of the Company Equity Plans and the underlying grant, award or similar agreement, or (y) the issuance of Company Common Shares upon the exercise of any Company Warrants outstanding as of the date of this Agreement in accordance with the terms of the underlying warrant or similar agreement;

(vi) incur, create or assume any Indebtedness, other than ordinary course trade payables and the funding of any amounts pursuant to the 2024 Financing;

(vii) Section 3.7(a) (v), Section 3.7(a) (vii), Section 3.7(a) (viii), Section 3.7(a) (ix), Section 3.7(a)(x)(B) or Section 3.7(a) (xii) (such types of Material Contracts, collectively, the "Designated Material Contracts") or, except as would not be reasonably expected to be materially adverse to any Group Company (or, following the Closing, the CBRG Parties), any other Material Contract (excluding, for the avoidance of doubt, any expiration or automatic extension or renewal of any Material Contract pursuant to its terms or entering into additional work or purchase orders pursuant to, and in accordance with the terms of, any Material Contract), (B) waive any material benefit or right under any Designated Material Contract or, except as would not

be reasonably expected to be materially adverse to any Group Company (or, following the Closing, the CBRG Parties), any other Material Contract, (C) enter into any Contract that would otherwise constitute a Designated Material Contract or, except as would not be reasonably expected to be materially adverse to any Group Company (or, following the Closing, the CBRG Parties), any other Material Contract, in each case if entered into prior to the date of this Agreement, or any other transaction or make (or agree to make) any other payments that, if reflected in a Contract and existing on the date hereof, would be required to be disclosed on Section 3.19 of the Company Disclosure Schedules; *provided* that for purposes of this Section 5.1(b) (vii), Material Contracts shall not include employment agreements, which are the subject of Section 5.1(b) (ix);

(viii) make any loans, advances or capital contributions to, or guarantees for the benefit of, or any investments in, any Person, other than intercompany loans or capital contributions between the Company and any of its wholly owned Subsidiaries and the reimbursement of expenses of employees in the ordinary course of business;

(ix) the Section 3.11(a) of the Company Disclosure Schedules or (y) in the ordinary course of business consistent with past practice or as otherwise required by Law (it being understood and agreed, for the avoidance of doubt, that in no event shall the exceptions in this clause deemed or construed as permitting any Group Company to take any action that is prohibited by any other provision of this Section 5.1(b)), (A) amend, modify in any material respect, adopt, enter into or terminate any material Employee Benefit Plan of any Group Company or any material benefit or compensation plan, policy, program or Contract that would be an Employee Benefit Plan if in effect as of the date of this Agreement (excluding any employment or consulting agreements that are entered into in the ordinary course of business) (1) with any newly hired or newly engaged service providers to any Group Company each of whose compensation would not exceed, on an annualized basis $275,000 per year, (B) materially increase the compensation or benefits payable to any current or former director, manager, officer, employee, individual independent contractor or other service provider of any Group Company (except as set forth in (A)), (C) take any action to accelerate any payment, right to payment, or benefit, or the funding of any payment, right to payment or benefit, payable or to become payable to any current or former director, manager, officer, employee, individual independent contractor or other service provider of any Group Company, or (D) waive or release any noncompetition, non-solicitation, non-interference, non- disparagement, no-hire, nondisclosure or other restrictive covenant obligation of any current or former director, manager, officer, employee, individual independent contractor or other service provider of any Group Company;

(x) make (other than (i) in the ordinary course of business consistent with past practice or (ii) as may be required by Law), change or revoke any material election concerning Taxes, change any material Tax accounting method or period, amend any material Tax Return, surrender any right to claim a material refund of any Taxes, enter into any material Tax closing agreement, settle any material Tax claim, assessment, or Proceeding, or consent to any extension or waiver of the limitation period applicable to or relating to any material Tax claim or assessment, or Proceeding, other than any such extension or waiver that is obtained in the ordinary course of business;

(xi) enter into any settlement, conciliation or similar Contract the performance of which would involve the payment by the Group Companies in excess of $25,000, in or that imposes, or by its terms will impose at any point in the future, any material, non-monetary obligations on any Group Company (or CBRG or any of its Affiliates after the Closing);

(xii) authorize, recommend, propose or announce an intention to adopt, or otherwise effect, a plan of complete or partial liquidation, dissolution, restructuring, recapitalization, reorganization or similar transaction involving any Group Company;

(xiii) change any Group Company's methods of accounting in any material respect, other than changes that are made in accordance with PCAOB standards;

(xiv) enter into any Contract with any broker, finder, investment banker or other Person under which such Person is or will be entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement or any Ancillary Document;

(xv) make any Change of Control Payment that is not set forth on Section 3.2(d) of the Company Disclosure Schedules; or

(xvi) enter into any Contract to take, or cause to be taken, any of the actions set forth in this Section 5.1. Notwithstanding anything in this Section 5.1 or this Agreement to the contrary, nothing set forth in this Agreement shall give CBRG, directly or indirectly, the right to control or direct the operations of the Group Companies prior to the Closing.

Section 5.2 Efforts to Consummate; Transaction Litigation.

(a) Subject to the terms and conditions herein provided, each of the Parties shall use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary or advisable to consummate and make effective as promptly as reasonably practicable the transactions contemplated by this Agreement (including (i) the satisfaction, but not waiver, of the Closing conditions set forth in Article 6 and, in the case of any Ancillary Document to which such Party will be a party after the date of this Agreement, to execute and deliver such Ancillary Document when required pursuant to this Agreement, (ii) using reasonable best efforts to obtain the 2024 Financing on the terms and conditions set forth in the Financing Agreement, and (iii) the Company taking, or causing to be taken, all actions necessary or advisable to cause the agreements set forth on Section 5.2(a)(iv) of the Company Disclosure Schedules to be terminated effective as of the Closing without any further obligations or Liabilities to the Company or any of its Affiliates (including the other Group Companies and, from and after the CBRG Merger Effective Time, CBRG)). Without limiting the generality of the foregoing, each of the Parties shall use reasonable best efforts to obtain, file with or deliver to, as applicable, any Consents of any Governmental Entities or other Persons necessary, proper or advisable to consummate the transactions contemplated by this Agreement or the Ancillary Documents. CBRG shall bear all of the costs, fees and expenses incurred in connection with obtaining the Consents of any Governmental Entities, and any filing (or similar) fees or other costs payable in connection the preparation, filing or mailing of the Registration Statement/Proxy Statement; *provided*, *however*, that, subject to Section 8.6, each Party shall bear its own out-of-pocket costs and expenses of attorneys and other advisors incurred in connection with the preparation of or seeking any such Consents.

(b) From and after the date of this Agreement until the earlier of the Closing or termination of this Agreement in accordance with its terms, the CBRG Parties, on the one hand, and the Company, on the other hand, shall, in each case to the extent permitted by applicable Law, each as promptly as reasonably practicable notify each other of any written communication received from any Governmental Entity regarding the transactions contemplated by this Agreement or any Ancillary Document. From and after the date of this Agreement until the earlier of the Closing or a termination of this Agreement in accordance with its terms, each of the Group Companies and CBRG shall give counsel for the Company (in the case of any CBRG Party) or CBRG (in the case of the Company), a reasonable opportunity to review in advance, and consider in good faith the views of the other in connection with, (i) any proposed written communication to any Governmental Entity relating to the transactions contemplated by this Agreement or the Ancillary Documents or (ii) any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of either Party to any Governmental Entity in connection with the transactions contemplated by this Agreement. Each of the Parties agrees not to participate in any substantive meeting or discussion, either in person or by telephone with any Governmental Entity in connection with the transactions contemplated by this Agreement unless it consults with, in the case of any CBRG Party, the Company, or, in the case of the Company, CBRG in advance and, to the extent not prohibited by such Governmental Entity, gives, in the case of any CBRG Party, the Company, or, in the case of the Company, CBRG, the opportunity to attend and participate in such meeting or discussion. If any Party receives a request for additional information or documentary material from any such Governmental Entity with respect to the transactions contemplated by this Agreement or the Ancillary Documents, then such Party will use its reasonable best efforts to make, or cause to be made, as expeditiously as possible and after consultation with the other Parties, an appropriate response to such request.

(c) Notwithstanding anything to the contrary in the Agreement, in the event that this Section 5.2 conflicts with any other covenant or agreement in this Article 5 that is intended to specifically address any subject matter, then such other covenant or agreement shall govern and control solely to the extent of such conflict.

(d) From and after the date of this Agreement until the earlier of the Closing or termination of this Agreement in accordance with its terms, the CBRG Parties, on the one hand, and the Company, on the other hand, shall each notify the other in writing promptly after learning of any shareholder demands or other shareholder Proceedings (including derivative claims) relating to this Agreement, any Ancillary Document or any matters relating thereto (collectively, the "Transaction Litigation") commenced against, in the case of CBRG, any of the CBRG Parties or any of their respective Representatives (in their capacity as a Representative of a CBRG Party) or, in the case of the Company, any Group Company or any of their respective Representatives (in

their capacity as a Representative of any Group Company). CBRG and each Group Company shall each (i) keep the other reasonably informed regarding any Transaction Litigation,
(ii) give the other the opportunity to, at its own cost and expense, participate in the defense, settlement and compromise of any such Transaction Litigation and reasonably cooperate with the other in connection with the defense, settlement and compromise of any such Transaction Litigation, (iii) consider in good faith the other's advice with respect to any such Transaction Litigation and (iv) reasonably cooperate with each other. Notwithstanding the foregoing, in no event shall (x) any CBRG Party or any of their respective Representatives settle or compromise any Transaction Litigation without the prior written consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed), or (y) any Group Company or any of their respective Representatives settle or compromise any Transaction Litigation without the prior written consent of CBRG (prior to the CBRG Merger Effective Time) or the CBRG Sponsor (from and after the CBRG Merger Effective Time) (in either case, such consent not to be unreasonably withheld, conditioned or delayed); *provided*, *however*, that following the Closing Date, the prior written consent of the CBRG Sponsor shall not be required if (A) none of the CBRG Sponsor, any of its Representatives or any officer, director or other Representative of CBRG prior to the CBRG Merger Effective Time are the subject of (in whole or in part) such Transaction Litigation and (B) such settlement or compromise does not contain a claim of, admission, statement or other acknowledgement of wrongdoing or liability by the CBRG Sponsor, any of its Representatives or any officer, director or other Representative of CBRG.

Section 5.3 Confidentiality and Access to Information.

(a) The Parties hereby acknowledge and agree that the information being provided in connection with this Agreement and the consummation of the transactions contemplated hereby is subject to the terms of the Confidentiality Agreement, the terms of which are incorporated herein by reference. Notwithstanding the foregoing or anything to the contrary in this Agreement, in the event that this Section 5.3(a) or the Confidentiality Agreement conflicts with any other covenant or agreement contained in this Agreement or any Ancillary Document that contemplates the disclosure, use or provision of information or otherwise, then such other covenant or agreement contained in this Agreement or such Ancillary Document, as applicable, shall govern and control to the extent of such conflict.

(b) and its Representatives during normal business hours reasonable access to the directors, officers, books and records and properties of the Group Companies (in a manner so as to not interfere with the normal business operations of the Group Companies). Notwithstanding the foregoing, none of the Group Companies shall be required to provide, or cause to be provided, to CBRG or any of its Representatives any information (i) if and to the extent doing so would (A) violate any Law to which any Group Company is subject, (B) result in the disclosure of any trade secrets of third parties in breach of any Contract with such third party, (C) violate any legally binding obligation of any Group Company with respect to confidentiality, non-disclosure or privacy or (D) jeopardize protections afforded to any Group Company under the attorney-client privilege or the attorney work product doctrine (provided that, in case of each of clauses (A) through (D), the Company shall, and shall cause the other Group Companies to, use reasonable best efforts to (x) provide such access as can be provided (or otherwise convey such information regarding the applicable matter as can be conveyed) without violating such privilege, doctrine, Contract, obligation or Law and (y) provide such information in a manner without violating such privilege, doctrine, Contract, obligation or Law), or (ii) if any Group Company, on the one hand, and any CBRG Party, on the other hand, are adverse parties in a litigation or other Proceeding and such information is reasonably pertinent thereto; *provided* that the Company shall, in the case of clause (ii), provide prompt written notice of the withholding of access or information on any such basis unless such written notice is prohibited by applicable Law or Order.

(c) and after the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, upon reasonable advance written notice, CBRG shall provide, or cause to be provided, to the Company and its Representatives during normal business hours reasonable access to the directors, officers, books and records of the CBRG Parties (in a manner so as to not interfere with the normal business operations of the CBRG Parties). Notwithstanding the foregoing, CBRG shall not be required to provide, or cause to be provided to, the Company or any of its Representatives any information (i) if and to the extent doing so would (A) violate any Law to which any CBRG Party is subject, (B) result in the disclosure of any trade secrets of third parties in breach of any Contract with such third party, (C) violate any legally binding obligation of any CBRG Party with respect to confidentiality, non-disclosure or privacy or (D) jeopardize protections afforded to any CBRG Party under the attorney-client privilege or the attorney work product doctrine (provided that, in case of each of clauses (A) through (D), CBRG shall use, and shall cause the other CBRG Parties to use, reasonable best efforts to (x) provide such access as can be provided (or otherwise convey such information regarding the applicable matter as can be conveyed) without violating such privilege, doctrine, Contract, obligation or Law and (y) provide such information in a manner without violating such privilege, doctrine, Contract, obligation or Law), or (ii) if a CBRG Party or the CBRG Sponsor or any of their respective Representatives, on the one hand, and any Group Company, or any of their respective Representatives, on the other hand, are adverse parties in a litigation or other Proceeding and such information is reasonably pertinent thereto; *provided* that CBRG shall, in the case of clause (i) or (ii), provide prompt written

notice of the withholding of access or information on any such basis unless such written notice is prohibited by applicable Law or Order.

(d) The Parties hereby acknowledge and agree that the Confidentiality Agreement shall be automatically terminated effective as of the Closing without any further action by any Party or any other Person.

Section 5.4 Public Announcements.

(a) Subject to Section 5.4(b), Section 5.7 and Section 5.8, none of the Parties or any of their respective Representatives shall issue any press releases or make any public announcements with respect to this Agreement or the transactions contemplated hereby without the prior written consent of, prior to the CBRG Merger Effective Time, the Company and CBRG or, after the CBRG Merger Effective Time, Holdco and the CBRG Sponsor; *provided*, *however*, that each Party, the CBRG Sponsor and their respective Representatives may issue or make, as applicable, any such press release, public announcement or other communication (i) if such press release, public announcement or other communication is required by applicable Law, in which case (A) prior to the Closing, the disclosing Party or its applicable Representatives shall, unless and to the extent prohibited by such applicable Law, (x) if the disclosing Person is a CBRG Party or a Representative of a CBRG Party, reasonably consult with the Company in connection therewith and provide the Company with an opportunity to review and comment on such press release, public announcement or communication and shall consider any such comments in good faith, or (y) if the disclosing Party is the Company or a Representative of the Company, reasonably consult with CBRG in connection therewith and provide CBRG with an opportunity to review and comment on such press release, public announcement or communication and shall consider any such comments in good faith, or (B) after the Closing, the disclosing Party or its applicable Representatives shall, unless and to the extent prohibited by such applicable Law, (x) if the disclosing Person is the CBRG Sponsor or a Representative of the CBRG Sponsor, reasonably consult with HoldCo in connection therewith and provide the Company with an opportunity to review and comment on such press release, public announcement or communication and consider any such comments in good faith, (y) if the disclosing Person is HoldCo or a Representative of HoldCo, reasonably consult with the CBRG Sponsor in connection therewith and provide the CBRG Sponsor with an opportunity to review and comment on such press release, public announcement or communication and consider any such comments in good faith, and (z) if the disclosing Person is HoldCo or a Representative of HoldCo, reasonably consult with the CBRG Sponsor in connection therewith and provide the CBRG Sponsor with an opportunity to review and comment on such press release, public announcement or communication and consider any such comments in good faith, (ii) to the extent such press release, public announcements or other communications contain only information previously disclosed in a press release, public announcement or other communication previously made in accordance with this Section 5.4 and (iii) to Governmental Entities in connection with any Consents required to be made under this Agreement, the Ancillary Documents or in connection with the transactions contemplated hereby or thereby. Notwithstanding anything to the contrary in this Section 5.4 or otherwise in this Agreement, the Parties agree that the CBRG Parties, the CBRG Sponsor, and their respective Representatives may provide general information about the subject matter of this Agreement and the transactions contemplated hereby to any direct or indirect former, current or prospective investor or in connection with normal fund raising or related marketing or informational or reporting activities.

(b) The initial press release concerning this Agreement and the transactions contemplated hereby shall be a joint press release in the form agreed by the Company and CBRG prior to the execution of this Agreement and such initial press release (the "Signing Press Release") shall be released as promptly as reasonably practicable after the execution of this Agreement on the day thereof (or, if the date of execution of this Agreement is not a Business Day, on the first Business Day following execution of this Agreement). Promptly after the execution of this Agreement, CBRG shall file a current report on Form 8-K (the "Signing Filing") with the Signing Press Release and a description of this Agreement as required by, and in compliance with, the Securities Laws, which the Company shall have the opportunity to review and comment upon prior to filing and CBRG shall consider such comments in good faith. The Company, on the one hand, and CBRG, on the other hand, shall mutually agree upon (such agreement not to be unreasonably withheld, conditioned or delayed by either the Company or CBRG, as applicable) a press release announcing the consummation of the transactions contemplated by this Agreement (the "Closing Press Release") prior to the Closing, and, on the Closing Date (or such other date as may be mutually agreed to in writing by CBRG and the Company prior to the Closing), the Parties shall cause the Closing Press Release to be released. Promptly after the Closing (but in any event within four (4) Business Days after the Closing), HoldCo shall file a current report on Form 8-K (the "Closing Filing") with the Closing Press Release and a description of the Closing as required by Securities Laws, which Closing Filing shall be in a form to be mutually agreed between CBRG and the Company (such agreement not to be unreasonably withheld, conditioned or delayed). In connection with the preparation of each of the Signing Press Release, the Signing Filing, the Closing Press Release and the Closing Filing, each Party shall, upon written request by any other Party,

furnish such other Party with all information concerning itself, its directors, officers and, in the case of the Company, its equityholders, and such other matters as may be reasonably necessary for such press release or filing.

Section 5.5 Tax Matters.

(a) Tax Treatment.

(i) The Parties intend that (A) the Mergers and the 2024 Financing, (to the extent applicable) shall collectively be treated as an integrated transaction qualifying under Section 351(a) of the Code and (B) the Company Merger shall qualify as a "reorganization" within the meaning of Section 368(a) of the Code, and each Party shall, and shall cause its respective Affiliates to, use reasonable best efforts to cause the Mergers to so qualify and shall file all Tax Returns consistent with, and take no position inconsistent with (whether in audits, Tax Returns or otherwise), such treatment unless required to do so pursuant to applicable Law. The Parties further acknowledge that the CBRG Merger may also independently qualify as a "reorganization" within the meaning of Section 368(a) of the Code, and for the avoidance of doubt, the preceding sentence shall not be interpreted to prevent a person from reporting the CBRG Merger as a "reorganization" within the meaning of Section 368(a) of the Code.

(ii) The Parties hereby adopt this Agreement as a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a). The Parties shall not take any action, or knowingly fail to take any action, which action or failure to act prevents or impedes, or would reasonably be expected to prevent or impede, the Intended Tax Treatment.

(iii) If in connection with the preparation and filing of the Registration Statement/Proxy Statement, the SEC requires that tax opinions be prepared and submitted, HoldCo, CBRG and the Company shall deliver to the applicable tax advisors or counsel of HoldCo, CBRG and/or the Company customary Tax representation letters satisfactory to such tax advisors or counsel, dated and executed as of the date(s) as determined reasonably necessary by such tax advisors or counsel in connection with the preparation and filing of the Registration Statement/Proxy Statement, and, if the SEC requires a tax opinion with respect to the Intended Tax Treatment of the Mergers or other Tax consequences of the transactions contemplated hereby to equityholders of CBRG, CBRG shall use its reasonable best efforts to cause such opinion (as so required by the SEC) to be provided by Nelson Mullins Riley & Scarborough LLP (or such other tax advisors or counsel of CBRG as determined by CBRG and acceptable to the SEC), subject to customary assumptions and limitations, and, if the SEC requires a tax opinion with respect to the Intended Tax Treatment of the Mergers or other Tax consequences of the transactions contemplated hereby to equityholders of the Company, the Company shall use its reasonable best efforts to cause such opinion (as so required by the SEC) to be provided by tax advisors or counsel of the Company as determined by the Company and acceptable to the SEC, subject to customary assumptions and limitations. Each of the Parties shall (and shall cause their respective Affiliates to) use reasonable best efforts to cooperate with one another and their respective Tax advisors or counsel in connection with the issuance of an opinion described under this Section 5.5(a) (iii).

(b) Tax Matters Cooperation. Each of the Parties shall (and shall cause their respective Affiliates to) cooperate fully, as and to the extent reasonably requested by another Party, in connection with the filing of relevant Tax Returns, and any audit or Tax Proceeding. Such cooperation shall include the retention and (upon the other Party's request) the provision (with the right to make copies) of records and information reasonably relevant to any Tax Proceeding or audit, making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder and making available to the CBRG Shareholders information reasonably necessary to compute any income of any such holder (or its direct or indirect owners) arising, if applicable, as a result of CBRG's status as a "passive foreign investment company" within the meaning of Section 1297(a) of the Code or a "controlled foreign corporation" within the meaning of Section 957(a) of the Code for any taxable period ending on or prior to the Closing, including timely providing (i) a PFIC Annual Information Statement to enable such holders to make a "Q ualifying Electing Fund" election under Section 1295 of the Code for such taxable period, and (ii) information to enable applicable holders to report their allocable share of "subpart F" income under Section 951 of the Code for such taxable period.

Section 5.6 Exclusive Dealing.

(a) From the date of this Agreement until the earlier of the Closing or the termination of this Agreement in accordance with its terms, the Company shall not, and shall cause the other Group Companies and its and their respective Representatives not to, directly or indirectly: (i) solicit, initiate, knowingly encourage (including by means of furnishing or disclosing information), knowingly facilitate, discuss or negotiate, directly or indirectly, any inquiry, proposal or offer (written or oral) with

respect to a Company Acquisition Proposal; (ii) furnish or disclose any non-public information to any Person in connection with, or that could reasonably be expected to lead to, a Company Acquisition Proposal; (iii) enter into any Contract, arrangement or understanding regarding a Company Acquisition Proposal; (iv) other than in connection with this Agreement, the Ancillary Documents or the transactions contemplated hereby or thereby, prepare or take any steps in connection with a public offering of any Equity Securities or other securities of any Group Company (or any Affiliate or successor of any Group Company or any of their respective Affiliates); or (v) otherwise cooperate in any way with, or assist or participate in, or knowingly facilitate or knowingly encourage any effort or attempt by any Person to do or seek to do any of the foregoing. The Company agrees to (A) notify CBRG promptly upon receipt of any written offer or proposal that the Company reasonably determines represents a Company Acquisition Proposal by any Group Company, and to describe the material terms and conditions of any such Company Acquisition Proposal in reasonable detail (including the identity of the Persons making such Company Acquisition Proposal) and (B) keep CBRG reasonably informed on a current basis of any modifications to such offer or information.

(b) From the date of this Agreement until the earlier of the Closing or the termination of this Agreement in accordance with its terms, the CBRG Parties shall not, and each of them shall cause their Representatives not to, (i) solicit or initiate or enter into, directly or indirectly, discussions, negotiations or transactions with respect to, or knowingly encourage (including by means of providing any information to any other potential business combination target of CBRG), any CBRG Acquisition Proposal, (ii) furnish or disclose any non-public information to any Person in connection with, or that could reasonably be expected to lead to, a CBRG Acquisition Proposal, (iii) enter into any Contract, arrangement or understanding regarding a CBRG Acquisition Proposal, or (iv) otherwise cooperate in any way with, or assist or participate in, or knowingly facilitate or knowingly encourage any effort or attempt by any Person to do or seek to do any of the foregoing. CBRG agrees to (A) notify the Company promptly upon receipt by any CBRG Party of any written offer or proposal that CBRG reasonably determines represents a CBRG Acquisition Proposal, and to describe the material terms and conditions of any such CBRG Acquisition Proposal in reasonable detail (including the identity of any person or entity making such CBRG Acquisition Proposal) and (B) keep the Company reasonably informed on a current basis of any modifications to such offer or information.

For the avoidance of doubt, it is understood and agreed that the covenants and agreements contained in this Section 5.6 shall not prohibit the Company, any CBRG Party or any of their respective Representatives from taking any actions in the ordinary course that are not otherwise in violation of this Section 5.6 (such as answering phone calls) or informing any Person inquiring about a possible Company Acquisition Proposal or CBRG Acquisition Proposal, as applicable, of the existence of the covenants and agreements contained in this Section 5.6.

Section 5.7 Preparation of Registration Statement/Proxy Statement. As promptly as reasonably practicable following the date of this Agreement, CBRG and the Company shall prepare and mutually agree upon (such agreement not to be unreasonably withheld, conditioned or delayed by either of CBRG or the Company, as applicable), and HoldCo shall file with the SEC, the Registration Statement/Proxy Statement registering the issuance of the public HoldCo Common Shares, the issuance or exchange of public HoldCo warrants, the securities to be issued in connection with the Company Merger, and the securities underlying the HoldCo Warrants and HoldCo Preferred Shares (it being understood and agreed that the Registration Statement/Proxy Statement shall include a prospectus of HoldCo and a proxy statement and notice of extraordinary general meeting of CBRG which will be included therein and which will be used for the CBRG Shareholders Meeting to adopt and approve the Transaction Proposals and other matters reasonably related to the Transaction Proposals and provide the applicable holders of CBRG Class A Shares with the opportunity to effect the CBRG Shareholder Redemption, all in accordance with and as required by CBRG's Governing Documents, applicable Law, and any applicable rules and regulations of the SEC and Nasdaq). Each of CBRG and the Company shall use its reasonable best efforts to: (a) cause the Registration Statement/Proxy Statement to comply in all material respects with the applicable rules and regulations promulgated by the SEC (including, in the case of the Company, using reasonable best efforts to provide financial statements (audited and unaudited) of, and any other information with respect to, the Group Companies and pro forma financial statements for all periods, and in the form, required to be included in the Registration Statement/Proxy Statement under Securities Laws (after giving effect to any waivers received) or in response to any comments or requests from the SEC and using reasonable best efforts to cause the Group Companies' auditors to deliver the required audit opinions and consents); (b) promptly notify, in the case of the Company, CBRG or, in the case of CBRG, the Company of, reasonably cooperate with each other with respect to and respond promptly to any comments or requests of the SEC or its staff; (c) promptly prepare and mutually agree upon (such agreement not to be unreasonably withheld, conditioned or delayed by either of CBRG or the Company, as applicable) any amendments or supplements to the Registration Statement/Proxy Statement in order to address comments or requests from the SEC or its staff (which amendments or supplements shall be promptly filed by the Company); (d) have the Registration Statement/Proxy Statement declared effective under the Securities Act as promptly as reasonably practicable after it is filed with the SEC; and (e) keep the Registration Statement/Proxy Statement effective through the Closing in order to permit the consummation of the transactions contemplated by this Agreement. CBRG, on the one hand, and the Company, on the other hand, shall promptly furnish, or cause to be furnished, to the other all information concerning such Party and its Representatives that may be required or reasonably requested in connection with any action contemplated by this Section 5.7 or for inclusion in any other statement, filing, notice or application made by or on behalf of HoldCo, CBRG or the Company to the SEC or Nasdaq in connection with the transactions contemplated by this Agreement or the Ancillary Documents, including delivering customary tax representation letters to counsel to enable counsel to deliver any tax opinions requested or required by the SEC to be submitted in connection therewith as described in Section 5.5(a) (iii). If any Party becomes aware of any information that should be

disclosed in an amendment or supplement to the Registration Statement/Proxy Statement, then: (i) such Party shall promptly inform, in the case of any CBRG Party, the Company, or, in the case of the Company, CBRG, thereof; (ii) such Party shall prepare and mutually agree upon with, in the case of CBRG, the Company, or, in the case of the Company, CBRG (in either case, such agreement not to be unreasonably withheld, conditioned or delayed), an amendment or supplement to the Registration Statement/Proxy Statement; (iii) HoldCo shall as promptly as practicable file such mutually agreed upon amendment or supplement with the SEC; and (iv) the Parties shall use reasonable best efforts to cause the mailing such amendment or supplement to the CBRG Shareholders. CBRG shall as promptly as reasonably practicable advise the Company of the time of effectiveness of the Registration Statement/Proxy Statement, the issuance of any stop order relating thereto or the suspension of the qualification of CBRG Shares for offering or sale in any jurisdiction, and CBRG and the Company shall each use its reasonable best efforts to have any such stop order or suspension lifted, reversed or otherwise terminated. Each of the Parties shall use reasonable best efforts to ensure that none of the information related to him, her or it or any of his, her or its Representatives, supplied by or on his, her or its behalf for inclusion or incorporation by reference in the Registration Statement/Proxy Statement will, at the time the Registration Statement/Proxy Statement is initially filed with the SEC, at each time at which it is amended, or at the time it becomes effective under the Securities Act contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

Section 5.8 CBRG Shareholder Ap p roval. As promptly as reasonably practicable following the time at which the Registration Statement/Proxy Statement is declared effective under the Securities Act, CBRG shall (a) duly give notice of and (b) use reasonable best efforts to duly convene and hold a meeting of its shareholders (the "CBRG Shareholders Meeting") in accordance with the Governing Documents of CBRG, for the purposes of obtaining the Required CBRG Shareholder Approval and, if applicable, any approvals related thereto and providing its applicable shareholders with the opportunity to elect to effect a CBRG Shareholder Redemption. Except as otherwise required by applicable Law, (i) CBRG shall, through the approval of the CBRG Board, recommend to its shareholders (the "CBRG Board Recommendation"), (A) the adoption and approval of this Agreement and the transactions contemplated hereby (including the Mergers) (the "Business Combination Proposal"); (B) the adoption and approval of each other proposal that either the SEC or Nasdaq (or the respective staff members thereof) indicates is necessary in its comments to the Registration Statement/Proxy Statement or in correspondence related thereto; (C) the adoption and approval of a new equity incentive plan in form reasonably agreeable to CBRG and the Company, and which will provide for awards for a number of HoldCo Shares equal to fifteen percent (15%) of the aggregate number of HoldCo Shares issued and outstanding immediately after the Closing (after giving effect to the CBRG Shareholder Redemptions); (D) the adoption and approval of a new employee stock purchase program in form reasonably agreeable to CBRG and the company, and which will provide for purchases of an amount of shares equal to 5% of the aggregate number of HoldCo Shares issued and outstanding immediately after the Closing; (E) the adoption and approval of each other proposal reasonably agreed to by CBRG and the Company as necessary or appropriate in connection with the consummation of the transactions contemplated by this Agreement or the Ancillary Documents; and (F) the adoption and approval of a proposal for the adjournment of the CBRG Shareholders Meeting, if necessary (1) because there are not sufficient votes to approve and adopt any of the foregoing or (2) to seek to limit or reverse any redemptions of CBRG Class A Shares (such proposals in (A) through (E), collectively, the "Transaction Proposals"), and (ii) CBRG shall include such recommendation contemplated by clause (i) in the Registration Statement/Proxy Statement. Notwithstanding the foregoing or anything to the contrary herein, CBRG may adjourn the CBRG Shareholders Meeting (1) to solicit additional proxies for the purpose of obtaining the Required CBRG Shareholder Approval or (2) to allow reasonable additional time for the filing or mailing of any supplemental or amended disclosures that CBRG has determined, based on the advice of outside legal counsel, is reasonably likely to be required under applicable Law and for such supplemental or amended disclosure to be disseminated and reviewed by the CBRG Shareholders prior to the CBRG Shareholders Meeting; *provided* that, without the consent of the Company, in no event shall CBRG adjourn the CBRG Shareholders Meeting for more than fifteen (15) Business Days later than the most recently adjourned meeting. Except as otherwise required by applicable Law, CBRG covenants that none of the CBRG Board or CBRG nor any committee of the CBRG Board shall withdraw or modify, or propose publicly or by formal action of the CBRG Board, any committee of the CBRG Board or CBRG to withdraw or modify, in a manner adverse to the Company, the CBRG Board Recommendation or any other recommendation by the CBRG Board or CBRG of the proposals set forth in the Registration Statement/Proxy Statement.

Section 5.9 HoldCo Shareholder Ap p roval. As promptly as reasonably practicable (and in any event within one (1) Business Day) following the date of this Agreement, CBRG, as the sole stockholder of HoldCo, shall approve and adopt this Agreement, the Ancillary Documents to which HoldCo is or will be a party and the transactions contemplated hereby and thereby (including the Mergers).

Section 5.10 CBRG Merger Sub Shareholder Ap p roval. As promptly as reasonably practicable (and in any event within one (1) Business Day) following the date of this Agreement, HoldCo, as the sole shareholder of CBRG Merger Sub, shall approve and adopt this Agreement, the Ancillary Documents to which CBRG Merger Sub is or will be a party and the transactions contemplated hereby and thereby (including the CBRG Merger).

Section 5.11 Company Merger Sub Shareholder Ap p roval. As promptly as reasonably practicable (and in any event within one (1) Business Day) following the date of this Agreement, HoldCo, as the sole stockholder of Company Merger Sub, shall

approve and adopt this Agreement, the Ancillary Documents to which Company Merger Sub is or will be a party and the transactions contemplated hereby and thereby (including the Company Merger).

Section 5.12 Conduct of Business of CBRG. From and after the date of this Agreement until the earlier of the Closing or the termination of this Agreement in accordance with its terms, CBRG shall not, and shall cause its Subsidiaries not to, as applicable, except as expressly contemplated by this Agreement or any Ancillary Document (including, for the avoidance of doubt, in connection with the 2024 Financing or any CBRG Extension), as required by applicable Law, as set forth on Section 5.12 of the CBRG Disclosure Schedules or as consented to in writing by the Company (such consent not to be unreasonably withheld, conditioned or delayed), do any of the following:

(a) adopt any amendments, supplements, restatements or modifications to the Trust Agreement or the Governing Documents of any CBRG Party;

(b) declare, set aside, make or pay a dividend on, or make any other distribution or payment in respect of, its Equity Securities, or repurchase, redeem or otherwise acquire, or offer to repurchase, redeem or otherwise acquire, any of its outstanding Equity Securities;

(c) split, combine or reclassify any of its capital stock or other Equity Securities or issue any other security in respect of, in lieu of or in substitution for shares of its capital stock;

(d) incur, create or assume any Indebtedness, except for Indebtedness for borrowed money and Working Capital Notes in an amount not to exceed $3,000,000 in the aggregate;

(e) make any loans or advances to, or capital contributions in, any other Person, other than to, or in, CBRG or any of its Subsidiaries;

(f) issue any Equity Securities or grant any additional options, warrants or stock appreciation rights with respect to its Equity Securities;

(g) (i) amend, modify or renew any CBRG Related Party Transaction, other than (A) the entry into, amendment or modification of any Contract with a CBRG Related Party with respect to the incurrence of Indebtedness permitted by Section 5.12(d) or (B) for the avoidance of doubt, any expiration or automatic extension or renewal of any Contract pursuant to its terms, or (ii) enter into any Contract that would constitute a CBRG Related Party Transaction if entered into prior to the execution and delivery of this Agreement;

(h) engage in any activities or business, or incur any material Liabilities, other than any activities, businesses or Liabilities that are (A) either permitted under this Section 5.12 (including, for the avoidance of doubt, any activities, businesses or Liabilities contemplated by, incurred in connection with or that are otherwise incidental or attendant to this Agreement or any Ancillary Document, the performance of any covenants or agreements hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby) or in accordance with this Section 5.12, (B) in connection with or incidental or related to its continuing corporate (or similar) existence or it being (or continuing to be) a public company listed on Nasdaq, or (C) administrative or ministerial in nature;

(i) authorize, recommend, propose or announce an intention to adopt a plan of complete or partial liquidation or dissolution;

(j) make (other than (i) in the ordinary course of business consistent with past practice or (ii) as may be required by Law), change or revoke any material election concerning Taxes, change any material Tax accounting method or period, amend any material Tax Return, surrender any right to claim a material refund of any Taxes, enter into any material Tax closing agreement, settle any material Tax claim, assessment, or Proceeding, or consent to any extension or waiver of the limitation period applicable to or relating to any material Tax claim, assessment, or Proceeding, other than any such extension or waiver that is obtained in the ordinary course of business;

(k) enter into any Contract with any broker, finder, investment banker or other Person under which such Person is or will be entitled to any brokerage fee, finders' fee or other commission in connection with the transactions contemplated by this Agreement; or

(l) enter into any Contract to take, or cause to be taken, any of the actions set forth in this Section 5.12. Notwithstanding anything in this Section 5.12 or this Agreement to the contrary, (i) nothing set forth in this Agreement shall give the Company, directly or indirectly, the right to control or direct the operations of any CBRG Party and (ii) nothing set forth in this Agreement shall prohibit, or otherwise restrict the ability of, any CBRG Party from using the funds held by a CBRG Party outside the Trust Account to pay any fees, costs or expenses incurred by expenses or Liabilities or from otherwise distributing or paying over any funds held by CBRG outside the Trust Account to the CBRG Sponsor or any of its Affiliates, in each case, prior to the Closing.

Section 5.13 Stock Exchange Listing. CBRG shall use its reasonable best efforts to maintain the current listing of CBRG Shares on Nasdaq from the date of this Agreement until the Closing. HoldCo shall use its reasonable best efforts to (a) cause the HoldCo Shares issuable in accordance with this Agreement to be approved for listing on Nasdaq, subject to official notice of issuance thereof, and (b) to satisfy any applicable initial listing requirements of Nasdaq, in each case as promptly as reasonably practicable after the date of this Agreement, and in any event prior to the CBRG Merger Effective Time. The Company shall, and shall cause its Representatives to, reasonably cooperate with CBRG, HoldCo and their respective Representatives in connection with the foregoing.

Section 5.14 Trust Account. Upon satisfaction or, to the extent permitted by applicable Law, waiver of the conditions set forth in Article 6 and provision of notice thereof to the Trustee, (a) at the Closing, CBRG shall (i) cause the documents, certificates and notices required to be delivered to the Trustee pursuant to the Trust Agreement to be so delivered, and (ii) make all appropriate arrangements to cause the Trustee to (A) pay as and when due all amounts, if any, payable to the Public Shareholders of CBRG pursuant to the CBRG Shareholder Redemption, (B) pay the amounts due to the underwriters of CBRG's initial public offering for their deferred underwriting commissions as set forth in the Trust Agreement and (C) immediately thereafter, pay all remaining amounts then available in the Trust Account to CBRG in accordance with the Trust Agreement, and (b) thereafter, the Trust Account shall terminate, except as otherwise provided therein.

Section 5.15 Company Shareholder Ap p roval.

(a) Shareholder Written Consent Deadline"), the Company shall obtain and deliver to CBRG a true and correct copy of the adoption and approval of this Agreement and the transactions contemplated hereby by the Company Shareholders acting by written consent in lieu of a meeting (in form and substance reasonably satisfactory to CBRG) (the "Company Shareholder Written Consent") that is duly executed and delivered by the Company Shareholders that hold (i) in the aggregate, the requisite number and type of Company Shares as are required for the approval and adoption of this Agreement, the Ancillary Documents to which the Company is or will be a party and the transactions contemplated hereby and thereby (including the Mergers and the termination of the Company Shareholders Agreements), in each case, in accordance with the NRS, the Company's Governing Documents and the Company Shareholders Agreements and (ii) the Requisite Preferred Majority in favor of the approval and adoption of the Company Preferred Shares Conversion (clause (i) and (ii), collectively, the "Requisite Company Shareholder Ap p roval"). The Company, through the unanimous approval of the Company Board, shall recommend to the holders of Company Shares the approval and adoption of this Agreement, the Ancillary Documents to which the Company is or will be a party and the transactions contemplated hereby and thereby (including the Mergers, the Company Preferred Shares Conversion and the termination of the Company Shareholders Agreements) (the "Company Board Recommendation").

(b) Promptly following the receipt of the Company Shareholder Written Consent, and in any event within five Business Days thereof, the Company shall prepare and deliver to each Company Shareholder who has not executed and delivered the Company Shareholder Written Consent an information statement, in form and substance required under the DGCL in connection with the Company Merger and otherwise reasonably satisfactory to CBRG, which information statement shall include (i) copies of this Agreement and the Registration Statement/Proxy Statement, (ii) the Company Board Recommendation, (iii) a description of any dissenters' rights of the Company Shareholders available under NRS Section 92A.380-390 and any other disclosure with respect to dissenters' rights required by applicable Law and (iv) in accordance with the requirements of NRS Section 78.320, notice to any Company Shareholder who has not executed and delivered the Company Shareholder Written Consent of the corporate action by those Company Shareholders who did execute the Company Shareholder Written Consent. Prior to the CBRG Merger Effective Time, the Company shall use commercially reasonable efforts to obtain a written consent from each Company Shareholder who has not previously delivered the Company Shareholder Written Consent in respect of such Company Shareholder's approval and adoption of

this Agreement, the Ancillary Documents to which the Company is or will be a party, the transactions contemplated hereby and thereby (including the Mergers).

Section 5.16 CBRG Indemnification; Directors' and Officers' Insurance.

(a) Each Party agrees that (i) all rights to indemnification or exculpation now existing in favor of the directors and officers of each CBRG Party, as provided in the applicable CBRG Party's Governing Documents or otherwise in effect as of immediately prior to the CBRG Merger Effective Time, in either case, solely with respect to any matters occurring on or prior to the CBRG Merger Effective Time, shall survive the transactions contemplated by this Agreement and shall continue in full force and effect from and after the CBRG Merger Effective Time for a period of six (6) years and (ii) HoldCo will perform and discharge, or cause to be performed and discharged, all obligations to provide such indemnity and exculpation during such six (6)-year period. To the maximum extent permitted by applicable Law, during such six (6)-year period, HoldCo shall advance, or caused to be advanced, expenses in connection with such indemnification as provided in the applicable CBRG Party's Governing Documents or other applicable agreements as in effect immediately prior to the CBRG Merger Effective Time. The indemnification and liability limitation or exculpation provisions of the CBRG Parties' Governing Documents shall not, during such six (6)-year period, be amended, repealed or otherwise modified following the CBRG Merger Effective Time in any manner that would materially and adversely affect the rights thereunder of individuals who, as of immediately prior to the CBRG Merger Effective Time, or at any time prior to such time, were directors or officers of any CBRG Party (the "CBRG D&O Persons") entitled to be so indemnified, have their liability limited or be exculpated with respect to any matters occurring on or prior to the CBRG Merger Effective Time and relating to the fact that such CBRG D&O Person was a director or officer of any CBRG Party on or prior to the CBRG Merger Effective Time, unless such amendment, repeal or other modification is required by applicable Law.

(b) HoldCo shall not have any obligation under this Section 5.16 to any CBRG D&O Person when and if a court of competent jurisdiction shall ultimately determine (and such determination shall have become final and non-appealable) that the indemnification of such CBRG D&O Person in the manner contemplated hereby is prohibited by applicable Law.

(c) CBRG shall purchase, or cause to be purchased, at or prior to the CBRG Merger Effective Time and HoldCo shall maintain or cause to be maintained in effect for a period of six (6) years following the CBRG Merger Effective Time, without any lapses in coverage, a "tail" policy providing directors' and officers' liability insurance coverage for the benefit of those Persons who are currently covered (whether directly, via endorsement or otherwise) by any comparable insurance policies of the CBRG Parties in effect as of the date of this Agreement with respect to matters occurring on or prior to the CBRG Merger Effective Time. Such "tail" insurance policies shall provide coverage on terms (with respect to coverage and amount) that are substantially the same as (and no less favorable in the aggregate to the Persons covered thereby than) the coverage provided under CBRG's directors' and officers' liability insurance policies in effect as of the date of this Agreement (provided that any limitations or exclusions in, or provided under, the existing policies relating to a business combination transaction shall be removed therefrom and such policies shall, for the avoidance of doubt, be effective from and after the consummation of the transactions contemplated hereby); *provided* that CBRG shall not be obligated to pay annual premiums in excess of three hundred percent (300%) of the most recent annual premium paid by CBRG prior to the date of this Agreement and, in such event, CBRG shall purchase the maximum coverage available for Three Hundred percent (300%) of the most recent annual premium paid by CBRG prior to the date of this Agreement.

(d) If HoldCo or any of its successors or assigns (i) shall merge or consolidate with or merge into any other corporation or entity and shall not be the surviving or continuing corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of their respective properties and assets as an entity in one or a series of related transactions to any Person, then in each such case, proper provisions shall be made so that the successors or assigns of HoldCo shall assume all of the obligations set forth in this Section 5.16.

(e) The Persons entitled to the indemnification, expense reimbursement, liability limitation, exculpation and/or insurance coverage set forth in this Section 5.16 are intended to be third-party beneficiaries of this Section 5.16. This Section 5.16 shall survive the consummation of the transactions contemplated by this Agreement and shall be binding on all successors and assigns of HoldCo.

Section 5.17 Company Indemnification; Directors' and Officers' Insurance.

(a) Each Party agrees that (i) all rights to indemnification or exculpation now existing in favor of the directors and officers of the Group Companies, as provided in the Group Companies' Governing Documents or otherwise in effect as of immediately prior to the Company Merger Effective Time, in either case, solely with respect to any matters occurring on or prior to the Company Merger Effective Time, shall survive the transactions contemplated by this Agreement and shall continue in full force and effect from and after the Company Merger Effective Time for a period of six (6) years and (ii) HoldCo will cause the applicable Group Companies to perform and discharge all obligations to provide such indemnity and exculpation during such six (6)-year period. To the maximum extent permitted by applicable Law, during such six (6)-year period, HoldCo shall cause the applicable Group Companies to advance expenses in connection with such indemnification as provided in the Group Companies' Governing Documents or other applicable agreements in effect as of immediately prior to the Company Merger Effective Time. The indemnification and liability limitation or exculpation provisions of the Group Companies' Governing Documents shall not, during such six (6)-year period, be amended, repealed or otherwise modified following the Company Merger Effective Time in any manner that would materially and adversely affect the rights thereunder of individuals who, as of the Company Merger Effective Time or at any time prior to the Company Merger Effective Time, were directors or officers of the Group Companies (the "Company D&O Persons") entitled to be so indemnified, have their liability limited or be exculpated with respect to any matters occurring prior to Closing and relating to the fact that such Company D&O Person was a director or officer of any Group Company on or prior to the Company Merger Effective Time, unless such amendment, repeal or other modification is required by applicable Law.

(b) None of HoldCo or the Group Companies shall have any obligation under this Section 5.17 to any Company D&O Person when and if a court of competent jurisdiction shall ultimately determine (and such determination shall have become final and non-appealable) that the indemnification of such Company D&O Person in the manner contemplated hereby is prohibited by applicable Law.

(c) The Company shall purchase, at or prior to the Closing, and HoldCo shall cause the applicable Group Companies to maintain, or cause to be maintained, in effect for a period of six (6) years following the Company Merger Effective Time, without lapses in coverage, a "tail" policy providing directors' and officers' liability insurance coverage for the benefit of those Persons who are currently covered by any comparable insurance policies of the Group Companies in effect as of the date of this Agreement with respect to matters occurring on or prior to the Company Merger Effective Time. Such policy shall provide coverage on terms (with respect to coverage and amount) that are substantially the same as (and no less favorable in the aggregate to the Persons covered thereby) the coverage provided under the Group Companies' directors' and officers' liability insurance policies in effect as of the date of this Agreement (provided that any limitations or exclusions in, or provided under, the existing policies relating to a business combination transaction shall be removed therefrom and such policies shall, for the avoidance of doubt, be effective from and after the consummation of the transactions contemplated hereby); *provided* that the Group Companies or any of their respective Affiliates shall not be obligated to pay annual premiums in excess of three hundred percent (300%) of the most recent annual premium paid by the Group Companies prior to the date of this Agreement and, in such event, the Group Companies shall purchase the maximum coverage available for Three Hundred percent (300%) of the most recent annual premium paid by the Group Companies prior to the date of this Agreement.

(d) If HoldCo or any of its successors or assigns (i) shall merge or consolidate with or merge into any other corporation or entity and shall not be the surviving or continuing corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of their respective properties and assets as an entity in one or a series of related transactions to any Person, then in each such case, proper provisions shall be made so that the successors or assigns of HoldCo shall assume all of the obligations set forth in this Section 5.17.

(e) The Persons entitled to the indemnification, liability limitation, exculpation or insurance coverage set forth in this Section 5.17 are intended to be third-party beneficiaries of this Section 5.17. This Section 5.17 shall survive the consummation of the transactions contemplated by this Agreement and shall be binding on all successors and assigns of HoldCo and the Company.

Section 5.18 Post-Closing Directors and Officers.

(a) HoldCo shall take all actions as may be necessary or reasonably appropriate such that effective immediately after the Company Merger Effective Time: (i) the HoldCo Board shall initially consist of up to seven (7) directors, which shall be divided into three (3) classes, with directors serving staggered three-year terms, designated Class I, II and III, with Class I consisting of two (2) directors whose initial terms expire at the first annual meeting of the stockholders of HoldCo following the Closing Date, Class II consisting of two

(2) directors whose initial terms expire at the second annual meeting of the stockholders of HoldCo following the Closing Date, and Class III consisting of up to three (3) directors whose initial terms expire at the third annual meeting of the stockholders of HoldCo following the Closing Date; and (ii) the members of the HoldCo Board are the individuals determined in accordance with Section 5.18(b).

(b) Prior to the date that the Registration Statement/Proxy Statement is declared effective under the Securities Act, HoldCo Board immediately after the Company Merger Effective Time, (A) each of whom shall be reasonably acceptable to CBRG and the CBRG Sponsor, (B) one (1) of whom shall be Class I directors and one (1) of whom shall be a Class II director (each, a "Company Designee"), (ii) the CBRG Sponsor, following consultation with the Company, shall designate two (2) individuals to serve as initial directors on the HoldCo Board immediately after the Company Merger Effective Time, one (1) of whom shall be a Class II director and one (1) of whom shall be Class III directors (the "CBRG Designees"), in each case, as determined by the CBRG Sponsor, and (iii) CBRG Sponsor and Company shall mutually agree on three (3) individuals to serve as initial directors on the HoldCo Board immediately after the Company Merger Effective Time. Notwithstanding the foregoing or anything to the contrary herein, unless otherwise agreed in writing by the CBRG Sponsor prior to the date that the Registration Statement/Proxy Statement is declared effective under the Securities Act, the Company Designees shall include one (1) individuals that qualify as "independent directors" under the listing rules of Nasdaq; *provided* that if the HoldCo Board does not require all of the Company Designees to be "independent directors" (due to the fact that there is more than two CBRG Designee that qualifies as an "independent director" under the listing rules of Nasdaq as of immediately after the Company Merger Effective Time), then upon the written consent of the CBRG Sponsor, a number less than one of the Company Designees may be individuals that do not qualify as "independent directors," provided that all such Company Designees shall be reasonably acceptable to the CBRG Sponsor.

(c) As promptly as reasonably practicable following the date hereof and in any event prior to the time at which the Registration Statement/Proxy Statement is declared effective under the Securities Act, the Company shall, in consultation with CBRG and the CBRG Sponsor, designate the individuals who shall serve as initial officers of HoldCo (the "Officers") immediately after the Company Merger Effective Time. In the event that any such individual is unwilling or unable (whether due to death, disability or otherwise) to serve as an Officer, then, prior to the time at which the Registration Statement/Proxy Statement is declared effective under the Securities Act, the Company, may with the prior written consent of CBRG and the CBRG Sponsor (such consent not to be unreasonably withheld, conditioned or delayed) replace such individual with another individual to serve as such Officer and, if CBRG and the CBRG Sponsor provides its consent to the replacement of such Officer, then such replacement individual shall serve as an Officer in lieu of, and to serve with the same title as, the individual so replaced.

(d) At or prior to the Closing, HoldCo will provide the CBRG Sponsor (on behalf of the CBRG Designees) and each of the Company Designees with and, subject to the entry into the same by the CBRG Designees and the Company Designees, will enter into a director indemnification agreement with the CBRG Designees and the Company Designees, in a form and substance approved by the Holdco Board and reasonably acceptable to the CBRG Sponsor; *provided*, *however*, that in no event shall the terms and conditions of any such director indemnification agreement entered into by the CBRG Sponsor be less favorable to the underlying director than those (if any) entered into by HoldCo with any other members of the HoldCo Board following the Closing.

Section 5.19 PCAOB Financials.

(a) The Company shall deliver to CBRG, as promptly as reasonably practicable following the date of this Agreement, (i) the Required Company Financial Statements, and (ii) customary pro forma financial statements (after giving effect to the transactions contemplated hereby) for inclusion in the Registration Statement/Proxy Statement. The Required Company Financial Statements (A) will be prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except, in the case of any audited Required Company Financial Statements, as may be specifically indicated in the notes thereto and subject, in the case of any unaudited Required Company Financial Statements, to normal year-end audit adjustments and the absence of notes thereto (none of which is expected to be individually or in the aggregate material)), (B) will fairly present in all material respects the financial position, results of operations, convertible preferred stock and stockholders' deficit and cash flows of the Group Companies as at the date thereof and for the period indicated therein (except, in the case of any audited Required Company Financial Statements, as may be specifically indicated in the notes thereto and subject, in the case of any unaudited Required Company Financial Statements, to normal year-end audit adjustments and the absence of notes thereto (none of which is expected to be individually or in the aggregate material)), (C) in the case of any audited Required Company Financial Statements, will be audited in accordance with the standards of the PCAOB and will contain an unqualified report of the Group Companies' auditor, (D) will comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act in effect as of the respective dates of delivery (including Regulation S-X or Regulation S-K, as applicable), at the time of filing of the Registration

Statement/Proxy Statement and at the time of effectiveness of the Registration Statement/Proxy Statement and (E) will be prepared from and accurately reflect the books and records of the Group Companies.

(b) The Company shall use its reasonable best efforts (i) to assist, upon advance written notice, during normal business hours and in a manner such as to not unreasonably interfere with the normal operation of the Group Companies, CBRG in causing to be prepared in a timely manner any other financial information or statements (including customary pro forma financial statements) that are required to be included in the Registration Statement/Proxy Statement and any other filings to be made by CBRG with the SEC in connection with the transactions contemplated by this Agreement or any Ancillary Document and (ii) to obtain the consents of its auditors with respect thereto as may be required by applicable Law or requested by the SEC.

Section 5.20 FIRPTA Certificates. At or prior to the Closing, the Company shall deliver, or cause to be delivered, to HoldCo a certificate, duly executed by the Company, complying with Treasury Regulations Section 1.1445-2(c)(3), together with evidence that the Company has provided notice to the Internal Revenue Service in accordance with the provisions of Treasury Regulations Section 1.897- 2(h)(2), in each case, in a form and substance reasonably acceptable to CBRG.

Section 5.21 Section 280G. The Company shall (a) prior to the Closing Date, solicit and use reasonable best efforts to obtain from each "disqualified individual" (within the meaning of Section 280G(c) of the Code and any regulations promulgated thereunder) who could otherwise receive or retain any payment or benefits that could constitute a "parachute payment" (within the meaning of Section 280G(b)(2)(A) of the Code and any regulations promulgated thereunder) a waiver of such disqualified individual's rights to some or all of such payments or benefits (the "Waived 280G Benefits") so that no payments or benefits shall be deemed to be "excess parachute payments" (within the meaning of Section 280G of the Code and any regulations promulgated thereunder) and (b) prior to the Closing Date submit to a shareholder vote (along with adequate disclosure satisfying the requirements of Section 280G(b)(5)(B)(ii) of the Code and any regulations promulgated thereunder) the right of any such "disqualified individual" to receive the Waived 280G Benefits. Prior to soliciting such waivers and approval materials, the Company shall provide drafts of the calculations, waivers and approval materials to CBRG for its review and comment at least five (5) Business Days prior to soliciting such waivers and soliciting such approval, and the Company shall consider incorporation of any comments provided by CBRG in good faith. If any of the Waived 280G Benefits fail to be approved in accordance with the requirements of Section 280G(b)(5)(B) of the Code as contemplated above, such Waived 280G Benefits shall not be made or provided. Prior to the Closing, if there are any Waived 280G Benefits, the Company shall deliver to CBRG evidence reasonably acceptable to CBRG that a vote of the shareholders was solicited in accordance with the foregoing provisions of this Section 5.21 and that either (i) the requisite number of votes of the shareholders was obtained with respect to the Waived 280G Benefits (the "280G Ap p roval") or (ii) the 280G Approval was not obtained, and, as a consequence, the Waived 280G Benefits shall not be retained or provided.

Section 5.22 Post-Closing Capitalization of HoldCo. The Parties covenant and agree that they shall use reasonable best efforts to ensure that, immediately after the Company Merger Effective Time, (a) the authorized share capital of HoldCo will consist of that number of HoldCo Shares sufficient to give effect to the transactions contemplated in this Agreement and the Ancillary Documents and a number of shares of preferred stock, par value $0.0001 per share, to be determined and mutually agreed to in writing by CBRG and the Company prior to the Closing (such agreement not to be unreasonably withheld, conditioned or delayed), and (b) all of the issued and outstanding HoldCo Shares (i) will be duly authorized, validly issued, fully paid and nonassessable, (ii) will have been issued in compliance in all material respects with applicable Law and (iii) will not have been issued in breach or violation of any preemptive rights or Contract to which HoldCo is a party or bound in any material respect.

Section 5.23 Extension of CBRG's Term. If CBRG at any time determines that the Closing is unlikely to be consummated on or before November 15, 2024, then CBRG may seek, and take any actions that it deems necessary or advisable, to obtain the extension of the deadline for CBRG to consummate its initial business combination to a date after November 15, 2024 and to amend the Pre-Closing CBRG Memorandum and Articles of Association in connection therewith (any such extension and amendment, an "CBRG Extension") from the requisite holders of CBRG Shares entitled to vote thereon, whether in person or by proxy at a meeting of CBRG Shareholders (or any adjournment thereof), required to so approve such extension in accordance with the Pre-Closing CBRG Memorandum and Articles of Association and applicable Law. CBRG may, in its sole discretion, seek and obtain more than one CBRG Extension. The Company shall reasonably cooperate with the CBRG Parties in connection with any CBRG Extension and shall otherwise take, or cause to be taken, any and all actions relating to a CBRG Extension that are necessary or reasonably required by the CBRG Parties in connection therewith, including in connection with the preparation, filing and mailing of any proxy materials (including, without limitation, notices of general meeting) to be sent to the CBRG Shareholders in connection with seeking the approval of the CBRG Shareholders of any such CBRG Extension.

Section 5.24 Company Change of Name. At least two (2) Business Days prior to the Closing Date, the Company shall cause its name to be changed to such name as may be mutually agreed by CBRG and the Company in writing (such agreement not to be unreasonably withheld, conditioned or delayed) and provide evidence of the same to CBRG.

ARTICLE 6
CONDITIONS TO CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT

Section 6.1 Conditions to the Obligations of the Parties. The obligations of the Parties to consummate the transactions contemplated by this Agreement are subject to the satisfaction or, if permitted by applicable Law, waiver by the Party for whose benefit such condition exists of the following conditions:

(a) no Order or Law issued by any court of competent jurisdiction or other Governmental Entity or other legal restraint or prohibition preventing the consummation of the transactions contemplated by this Agreement shall be in effect;

(b) the Registration Statement/Proxy Statement shall have become effective in accordance with the provisions of the Securities Act, no stop order shall have been issued by the SEC and shall remain in effect with respect to the Registration Statement/Proxy Statement, and no proceeding seeking such a stop order shall have been threatened or initiated by the SEC and remain pending;

(c) the Company Shareholder Written Consent shall have been obtained;

(d) the Required CBRG Shareholder Approval shall have been obtained;

(e) HoldCo's initial listing application with Nasdaq in connection with the transactions contemplated by this Agreement shall have been conditionally approved and, immediately following the Company Merger Effective Time, HoldCo shall satisfy any applicable initial and continuing listing requirements of Nasdaq, and HoldCo shall not have received any notice of non-compliance therewith that has not been cured prior to, or would not be cured at or immediately following, the Company Merger Effective Time, and the HoldCo Shares (including, for the avoidance of doubt, the HoldCo Shares to be issued pursuant to the Mergers) shall have been approved for listing on Nasdaq;

(f) after giving effect to the transactions contemplated hereby (including the 2024 Financing), HoldCo shall have at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act) immediately after the Company Merger Effective Time; *provided*, that the closing condition set forth in this Section 6.1(f) shall not be applicable to the extent that such requirement has, prior to the Closing Date, been validly removed from the Governing Documents of CBRG;

(g) The members of the post-closing HoldCo board of directors shall have been elected or appointed as of the Closing consistent with the requirements of Section 5.18(b); and

(h) HoldCo shall have executed a Warrant Assumption Agreement, assuming the CBRG warrants, subject to Closing.

Section 6.2 Other Conditions to the Obligations of the CBRG Parties. The obligations of the CBRG Parties to consummate the transactions contemplated by this Agreement are subject to the satisfaction or, if permitted by applicable Law, waiver by CBRG (on behalf of itself and the other CBRG Parties) of the following further conditions:

(a) (i) the Company Fundamental Representations (other than the representations and warranties set forth in Section 3.8(a)) shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty is made as of an earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date), (ii) the representations and warranties set forth in Section 3.8(a) shall be true and correct in all respects as of the date of this Agreement and the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty is made as of an earlier date, in which case such representation and warranty shall be true and correct in all respects as of such earlier date) and (iii) the representations and warranties of the Company set forth in Article 3 (other than the Company Fundamental Representations) shall be true and correct (without giving effect to any limitation as to "materiality" or "Company Material Adverse Effect" or any similar limitation set forth herein) in all respects as of the date of this Agreement and as of the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty is made as of an earlier date, in which case such representation and warranty shall be true and correct in all respects as of such earlier date), except where the failure of such representations and warranties to be true and correct would not have a Company Material Adverse Effect;

(b) the Company shall not be in material breach of any of its covenants and agreements required to be performed or complied with by the Company under this Agreement at or prior to the Closing;

(c) since the date of this Agreement, no Company Material Adverse Effect has occurred;

(d) or prior to the Closing, the Company shall have delivered, or caused to be delivered, to CBRG a certificate duly executed by an authorized officer of the Company, dated as of the Closing Date, to the effect that the conditions specified in Section 6.2(a), Section 6.2(b) and Section 6.2(c) are satisfied, in a form and substance reasonably satisfactory to CBRG;

(e) CBRG shall have received duly executed employment agreements containing reasonably satisfactory non- competition agreements from Barrett Evans, Colin Stott, and Dominic Schiller;

(f) HoldCo shall have assumed the SPAC Note;

(g) The CBRG Existing Director Agreements shall have been terminated;

(h) Each of Messrs. Wainstein, Cohen, Silberman, Baron and Wiener, directors of CBRG, shall have entered into agreements with the Company providing for the formation of a capital markets and financing advisory committee made up of Messrs. Wainstein, Cohen, Silberman, Baron and Wiener, with such directors each receiving compensation for services to such committee consisting of equity securities with value equal to $500,000 to be granted quarterly over the subsequent four quarters following the consummation of the transaction, which agreements shall be in form and substance reasonably agreeable to CBRG;

(i) Any note between the Company and CBRG shall have been cancelled and forgiven;

(j) CBRG shall have received duly executed Leak-out Agreements from each holder of Financing Notes; and

(k) HoldCo and the Company shall have entered into an agreement providing for a $100 million equity line of credit with Keystone Capital Partners, LLC or its affiliates.

Other Conditions to the Obligations of the Company. The obligations of the Company to consummate the transactions contemplated by this Agreement are subject to the satisfaction or, if permitted by applicable Law, waiver by the Company of the following further conditions:

(a) (i) the CBRG Fundamental Representations shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty is made as of an earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date), (ii) the representations and warranties set forth in Section 4.12(a) shall be true and correct in all respects as of the date of this Agreement and the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty is made as of an earlier date, in which case such representation and warranty shall be true and correct in all respects of such earlier date) and (iii) the representations and warranties of the CBRG Parties (other than the CBRG Fundamental Representations and the representations and warranties set forth in Section 4.12(a)) contained in Article 4 of this Agreement shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date, as though made on and as of the Closing Date (except to the extent that any such representation and warranty is made as of an earlier date, in which case such representation and warranty shall be true and correct in all respects as of such earlier date), except where the failure of such representations and warranties to be true and correct would not have a CBRG Material Adverse Effect;

(b) none of the CBRG Parties shall be in material breach of any of their respective covenants and agreements required to be performed or complied with by them under this Agreement at or prior to the Closing;

(c) at or prior to the Closing, CBRG shall have delivered, or caused to be delivered, to the Company a certificate duly executed by an authorized officer of CBRG, dated as of the Closing Date, to the effect that the conditions specified in Section 6.3(a) and Section 6.3(b) are satisfied, in a form and substance reasonably satisfactory to the Company; and

(d) CBRG Sponsor shall have performed or complied in all material respects with all agreements and covenants required by the Sponsor Letter Agreement to be performed or complied with by CBRG Sponsor on or prior to the CBRG Merger Effective Time, except where the failure by CBRG Sponsor to so perform or comply would not materially and adversely affect the Parties' ability to consummate the transactions contemplated by this Agreement.

Section 6.4 Frustration of Closing Conditions. The Company may not rely on the failure of any condition set forth in this Article 6 to be satisfied if such failure was proximately caused by the Company's failure to use reasonable best efforts to cause the Closing to occur, as required by Section 5.2, or a breach of this Agreement. None of the CBRG Parties may rely on the failure of any condition set forth in this Article 6 to be satisfied if such failure was proximately caused by a CBRG Party's failure to use reasonable best efforts to cause the Closing to occur, as required by Section 5.2, or a breach of this Agreement.

ARTICLE 7
TERMINATION

Section 7.1 Termination. This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Closing solely:

(a) by mutual written consent of CBRG and the Company;

(b) Section 6.2(a) or Section 6.2(b) would not be satisfied (assuming the Closing occurred as of such date) and the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, is (or are) not cured or cannot be cured within thirty
, that none of the CBRG Parties is then in breach of this Agreement so as to prevent the condition to Closing set forth in either Section 6.3(a) or Section 6.3(b) from being satisfied (assuming the Closing occurred as of such date);

(c) Article 4 shall not be true and correct or if any CBRG Party has failed to perform or has otherwise breached any of its covenants or agreements set forth in this Agreement (including an obligation to consummate the Closing) such that the condition to Closing set forth in either Section 6.3(a) or Section 6.3(b) would not be satisfied (assuming the Closing occurred as of such date) and the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, is (or are) not cured or cannot be cured within thirty
, that the Company is not then in breach of this Agreement so as to prevent the condition to Closing set forth in Section 6.2(a) or Section 6.2(b) from being satisfied (assuming the Closing occurred as of such date);

(d) Reserved.

(e) by either CBRG or the Company, if any Governmental Entity shall have issued an Order or taken any other action permanently enjoining, restraining or otherwise prohibiting the transactions contemplated by this Agreement and such Order or other action shall have become final and nonappealable; by either CBRG or the Company if the CBRG Shareholders Meeting has been held (including any adjournment thereof), has concluded, CBRG's shareholders have duly voted and the Required CBRG Shareholder Approval was not obtained;

(f) if the Company Shareholder Written Consent is not executed and delivered in accordance with Section 5.15 on or prior to the Company Shareholder Written Consent Deadline; *provided* that if the Company cures by delivering the Company Shareholder Written Consent within five (5) calendar days after the Company Shareholder Written Consent Deadline, then CBRG shall not have the right to terminate this Agreement pursuant to this Section 7.1(g); or

(g) by either CBRG or the Company, if the transactions contemplated by this Agreement shall not have been consummated on or prior to the CBRG Expiration Date (taking into account, for the avoidance of doubt, any extensions of the CBRG Expiration Date by virtue of one or more CBRG Extensions).

Section 7.2 Effect of Termination.

(a) In the event of the termination of this Agreement pursuant to Section 7.1, this entire Agreement shall forthwith become null and void (and there shall be no Liability or obligation on the part of the Parties and their respective Representatives) with the exception of (a) Section 5.3(a), this Section 7.2, Article 8 (other than Section 8.1) and Article 1 (to the extent related to the foregoing), each of which shall survive such termination and remain valid and binding obligations of the Parties and (b) the Confidentiality Agreement, which shall survive such termination and remain valid and binding obligations of the parties thereto in accordance with their respective terms. Notwithstanding the foregoing or anything to the contrary herein, in addition to any amounts owing by the Company pursuant to Section 7.2(b) the termination of this Agreement pursuant to Section 7.1 shall not affect any Liability on the part of any Party for a willful and material breach of any covenant or agreement set forth in this Agreement prior to such termination or actual fraud.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Non-Survival. The representations, warranties, agreements and covenants in this Agreement shall terminate at the Company Merger Effective Time, except for those covenants and agreements that, by their terms, contemplate performance after the Company Merger Effective Time. Effective as of the Company Merger Effective Time, there are no remedies available to the Parties hereto with respect to any breach of the representations, warranties, covenants or agreements of the Parties, except, with respect to those covenants and agreements that, by their terms, apply or are to be performed in whole or in part after the Company Merger Effective Time, for the remedies that may be available under Section 8.17.

Section 8.2 Entire Agreement; Assignment. This Agreement (together with the Ancillary Documents, the Confidentiality Agreement and the other documents, instruments and certificates referred to herein) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. This Agreement may not be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of (a) CBRG and the Company prior to the Company Merger Effective Time and (b) HoldCo, the CBRG Sponsor and the Company after the Company Merger Effective Time. Any attempted assignment of this Agreement not in accordance with the terms of this Section 8.2 shall be null and void.

Section 8.3 Amendment. This Agreement may be amended or modified only by a written agreement executed and delivered by (a) CBRG and the Company prior to the Company Merger Effective Time and (b) HoldCo, the CBRG Sponsor and the Company after the Company Merger Effective Time. This Agreement may not be modified or amended except as provided in the immediately preceding sentence and any purported amendment by any Party or Parties effected in a manner which does not comply with this Section 8.3 shall be void, *ab initio*.

Section 8.4 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given) by delivery in person, by e-mail (having obtained electronic delivery confirmation thereof (*i.e.,* an electronic record of the sender that the e-mail was sent to the intended recipient thereof without an "error" or similar message that such e-mail was not received by such intended recipient)), or by registered or certified mail (postage prepaid, return receipt requested) (upon receipt thereof) to the other Parties as follows:

(a) If to any CBRG Party (prior to the Company Merger Effective Time) or the CBRG Sponsor, to:

c/o Chain Bridge I
Attention: Andrew Cohen
E-mail: ac@creo-llc.com

with a copy, which shall not constitute notice, to:

Nelson Mullins Riley & Scarborough LLP
101 Constitution Ave, NW,
Ste. 900
Washington, DC 20001
Attention: Jonathan Talcott and Peter
Strand Telephone: (202) 689-2806
Email: jon.talcott@nelsonmullins.com and peter.strand@nelsonmullins.com

(b) If to the Company or to HoldCo (after the Company Merger Effective

Time), to: Phytanix Bio, Inc.

Attention: Barrett Evans
701 Anacapa Street, Suite C
Santa Barbara, CA 93101
Email: bevans@phytanix.com

with a copy, which shall not constitute notice, to:

Law Offices of Catherine Basinger Evans
Attention: Catherine Evans
Email: cevans@cjbelaw.com
Telephone: (805) 351-3949

or to such other address as the Party to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

Section 8.5 Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, or in any way connected with or related or incidental to the dealings of the Parties in respect of this Agreement or any of the transactions contemplated hereby (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of New York, provided that matters that, as a matter of the laws of the Cayman Islands, are required to be governed by the laws of the Cayman Islands (including, without limitation, the effects of the CBRG Merger and the fiduciary duties that may apply to the directors and officers of the Parties) shall be governed by, and construed in accordance with, the laws of the Cayman Islands, without regard to laws that may be applicable under conflicts of laws principles that would cause the application of the laws of any jurisdiction other than the Cayman Islands to such matters.

Fees and Expenses. Except as otherwise set forth in this Agreement (including in Section 7.2(b)), all fees and expenses incurred in connection with this Agreement, the Ancillary Documents and the transactions contemplated hereby and thereby, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Party incurring such fees or expenses; *provided* that, for the avoidance of doubt, in the event the Closing occurs, unpaid CBRG Expenses shall be paid out of Aggregate Transaction Proceeds, provided that the effect of such payment shall be disregarded for the purposes of Section 6.1(f).

Section 8.7 Construction; Interpretation. The term "this Agreement" means this Business Combination Agreement together with the Schedules and Exhibits hereto, as the same may from time to time be amended, modified, supplemented or restated in accordance with the terms hereof. The headings set forth in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. No Party, nor its respective counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions hereof, and all provisions of this Agreement shall be construed according to their fair meaning and not strictly for or against any Party. Unless otherwise indicated to the contrary herein by the context or use thereof: (a) the words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole, including the Schedules and Exhibits, and not to any particular section, subsection, paragraph, subparagraph or clause set forth in this Agreement; (b) masculine gender shall also include the feminine and neutral genders, and vice versa; (c) words importing the singular shall also include the plural, and vice versa; (d) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation"; (e) references to "$" or "dollar" or "US$" shall be references to United States dollars; (f) the word "or" is disjunctive but not necessarily exclusive; (g) the words "writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form; (h) the word "day" means calendar day unless Business Day is expressly specified; (i) references from or through any date mean from and including or through and including such date, respectively, (j) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase shall not mean simply "if"; (k) all references to Articles, Sections, Exhibits or Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement; (l) the words "provided", "delivered", or "made available" or words of similar import (regardless of whether capitalized or not) shall mean, when used with reference to documents or other materials required to be provided or made available to CBRG, any documents or other materials posted to the electronic data room located at datasite.com under the project name "Phytanix" as of 5:00 p.m., Eastern Time, at least one (1) Business Day prior to the date of this Agreement; (m) all references to any Law will be to such Law as amended, supplemented or otherwise modified or re-enacted from time to time; (n) all references to any Contract are to that Contract as amended or modified from time to time in accordance with the terms thereof (subject to any restrictions on amendments or modifications set forth in this Agreement); and (o) the phrase "ordinary course of business" means an action taken, or omitted to be taken, by any Person in the ordinary course of such Person's business consistent with past practice. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter.

Section 8.8 Exhibits and Schedules. All Exhibits and Schedules, or documents expressly incorporated into this Agreement, are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement. The Schedules shall be arranged in sections and subsections corresponding to the numbered and lettered Sections and subsections set forth in this Agreement. Any item disclosed in the Company Disclosure Schedules or in the CBRG Disclosure Schedules corresponding to any Section or subsection of Article 3 (in the case of the Company Disclosure Schedules) or Article 4 (in the case of the CBRG Disclosure Schedules) shall be deemed to have been disclosed with respect to every other section and subsection of Article 3 (in the case of the Company Disclosure Schedules) or Article 4 (in the case of the CBRG Disclosure Schedules), as applicable, where the relevance of such disclosure to such other Section or subsection is reasonably apparent on the face of the disclosure. The information and disclosures set forth in the Schedules that correspond to the section or subsections of Article 3 or Article 4 may not be limited to matters required to be disclosed in the Schedules, and any such additional information or disclosure is for informational purposes only and does not necessarily include other matters of a similar nature.

Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns and, except as provided in Section 5.16, Section 5.17, the last sentence of this Section 8.9 and Section 8.13, nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement. The CBRG Sponsor shall be an express third-party beneficiary of Section 2.7, Section 5.2(d), Section 5.3(c), Section 5.4(a), Section 5.18, Section 7.2(b), Section 8.2, Section 8.3, this Section 8.9, Section 8.14, and Section 8.17.

Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable Law, but if any term or other provision of this Agreement is held to be invalid, illegal or unenforceable under applicable Law, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision of this Agreement is invalid, illegal or unenforceable under applicable Law, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 8.11 Counterparts; Electronic Signatures. This Agreement and each Ancillary Document (including any of the Closing deliverables contemplated hereby) may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any Ancillary Document (including any of the Closing deliverables contemplated hereby) by e-mail, DocuSign or similar e-signature, or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement or any such Ancillary Document.

Section 8.12 Knowledge of Company ; Knowledge of CBRG. For all purposes of this Agreement, the phrase "to the Company's knowledge," "to the knowledge of the Company" and "known by the Company" and any derivations thereof shall mean as of the applicable date, the actual knowledge of the individuals set forth on Section 8.12(a) of the Company Disclosure Schedules, assuming reasonable due inquiry and investigation of his or her direct reports. For all purposes of this Agreement, the phrase "to CBRG's knowledge," "to the knowledge of CBRG" and "known by CBRG" and any derivations thereof shall mean as of the applicable date, the actual knowledge of the individuals set forth on Section 8.12(b) of the CBRG Disclosure Schedules, assuming reasonable due inquiry and investigation of his or her direct reports. For the avoidance of doubt, other than for fraud, none of the individuals set forth on Section 8.12(a) of the Company Disclosure Schedules or Section 8.12(b) of the CBRG Disclosure Schedules shall have any personal Liability or obligations regarding such knowledge.

Section 8.13 No Recourse. This Agreement may only be enforced against, and any action for breach of this Agreement may only be made against, the Parties, and without limiting the generality of the foregoing, none of the Representatives of CBRG or the Company shall have any Liability arising out of or relating to this Agreement or the transactions contemplated hereby, including with respect to any claim (whether in tort, contract or otherwise) for breach of this Agreement or in respect of any written or oral representations made or alleged to be made in connection herewith, except as expressly provided herein.

Section 8.14 Extension; Waiver. The Company prior to the Closing and the CBRG Sponsor after the Closing may (a) extend the time for the performance of any of the obligations or other acts of the CBRG Parties set forth herein, (b) waive any inaccuracies in the representations and warranties of the CBRG Parties set forth herein or (c) waive compliance by the CBRG Parties with any of the agreements or conditions set forth herein. CBRG (prior to the Closing Date) and the CBRG Sponsor (after the Closing Date), may (i) extend the time for the performance of any of the obligations or other acts of the Company set forth herein, (ii) waive any inaccuracies in the representations and warranties of the Company set forth herein or (iii) waive compliance by the Company with any of the agreements or conditions set forth herein. Any agreement on the part of any such Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of such rights.

Section 8.15 Waiver of Jury Trial. THE PARTIES EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY PROCEEDING, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR UNDER ANY ANCILLARY DOCUMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT OR ANY OF THE TRANSACTIONS RELATED HERETO OR THERETO OR ANY FINANCING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE PARTIES EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH PROCEEDING, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE
MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.15.

Section 8.16 Submission to Jurisdiction. Each of the Parties irrevocably and unconditionally submits to the exclusive jurisdiction of the Federal or State Courts of the State of New York for the purposes of any Proceeding, claim, demand, action or cause of action (a) arising under this Agreement or under any Ancillary Document or (b) in any way connected with or related or incidental to the dealings of the Parties in respect of this Agreement or any Ancillary Document or any of the transactions contemplated hereby or any of the transactions contemplated thereby, and irrevocably and unconditionally waives any objection to the laying of venue of any such Proceeding in any such court, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Proceeding has been brought in an inconvenient forum. Each Party hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Proceeding claim, demand, action or cause of action against such Party (i) arising under this Agreement or under any Ancillary Document or (ii) in any way connected with or related or incidental to the dealings of the Parties in respect of this Agreement or any Ancillary Document or any of the transactions contemplated hereby or any of the transactions contemplated thereby, (A) any claim that such Party is not personally subject to the jurisdiction of the courts as described in this Section 8.16 for any reason, (B) that such Party or such Party's property is exempt or immune from the jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (C) that (x) the Proceeding, claim, demand, action or cause of action in any such court is brought against such Party in an inconvenient forum, (y) the venue of such Proceeding, claim, demand, action or cause of action against such Party is improper or (z) this Agreement, or the subject matter hereof, may not be enforced against such Party in or by such courts. Each Party agrees that service of any process, summons, notice or document by registered mail to such party's respective address set forth in Section 8.4 shall be effective service of process for any such Proceeding, claim, demand, action or cause of action.

Section 8.17 Remedies. Except as otherwise expressly provided herein, any and all remedies provided herein will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform their respective obligations under the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate the transactions contemplated by this Agreement) in accordance with their specific terms or otherwise breach such provisions. It is accordingly agreed that the Parties shall be entitled to seek an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in each case, without posting a bond or undertaking and without proof of damages and this being in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that the other parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity.

Section 8.18 Trust Account Waiver. Reference is made to the final prospectus of CBRG, filed with the SEC on November 12, 2021 (the "Prospectus"). The Company acknowledges and agrees and understands that CBRG has established a trust account (the "Trust Account") containing the proceeds of its initial public offering (the "IPO") and from certain private placements occurring simultaneously with the IPO (including interest accrued from time to time thereon) for the benefit of CBRG's public shareholders (including overallotment shares acquired by CBRG's underwriters, the "Public Shareholders"), and CBRG may disburse monies from the Trust Account only in the express circumstances described in the Prospectus. For and in consideration of CBRG entering into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company hereby agrees on behalf of itself and its Representatives that, notwithstanding the foregoing or anything to the contrary in this Agreement, none of the Company, nor any of its Representatives does now or shall at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Account or distributions therefrom, or make any claim against the Trust Account (including any distributions therefrom), regardless of whether such claim arises as a result of, in connection with or relating in any way to, this Agreement or any proposed or actual business relationship between CBRG or any of its Representatives, on the one hand, and, the Company, or any of its Representatives, on the other hand, or any other matter, and regardless of whether such claim arises based

on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the "Trust Account Released Claims"). The Company, on its own behalf and on behalf of its Representatives, hereby irrevocably waives any Trust Account Released Claims that it or any of its Representatives may have against the Trust Account (including any distributions therefrom) now or in the future as a result of, or arising out of, any negotiations, or Contracts with CBRG or its Representatives and will not seek recourse against the Trust Account (including any distributions therefrom) for any reason whatsoever (including for an alleged breach of any agreement with CBRG or its Affiliates).

* * * * *

IN WITNESS WHEREOF, each of the Parties has caused this Business Combination Agreement to be duly executed on its behalf as of the day and year first above written.

CHAIN BRIDGE I

/s/ Andrew Cohen
Name: Andrew Cohen
Title: Chief Executive Officer

CB HOLDINGS, INC.

/s/ Andrew Cohen
Name: Andrew Cohen
Title: Authorized Signatory

CB MERGER SUB 1

/s/ Andrew Cohen
Name: Andrew Cohen
Title: Authorized Signatory

CB MERGER SUB 2, INC.

/s/ Andrew Cohen
Name: Andrew Cohen
Title: Authorized Signatory

PHYTANIX BIO

/s/ Barrett Evans
Name: Barrett Evans
Title: Chief Executive Officer

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THIS NOTE HAS BEEN ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF REGISTRATION OF THE RESALE THEREOF UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY IN FORM, SCOPE AND SUBSTANCE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

SECURED PROMISSORY NOTE

Principal Amount: $42,500.00

Issuance Date: June 26, 2024

Alterola Biotech, a Nevada corporation ("**Maker**"), promises to pay to the order of Phytanix Bio, or its registered assigns or successors in interest ("**Payee**"), or order, the amount set forth above as the Principal Amount, in lawful money of the United States of America, on the terms and conditions described below. All cash payments on this Secured Promissory Note (this "**Note**"), when due and payable hereunder, shall be made by check or wire transfer of immediately available funds or as otherwise determined by Maker to such account as Payee may from time to time designate by written notice in accordance with the provisions of this Note.

1. **Principal.** The principal amount of this Note and any other amounts payable hereunder, shall be due and payable in full upon the earlier of (i) September 26, 2024 (the "**Maturity Date**") and (ii) the consummation of the Maker's initial business combination (the "**Business Combination**"). The principal balance may be prepaid at any time without penalty.

2. **Interest**. No interest shall accrue on the unpaid principal balance of this Note.

3. **Security**. To secure the payment and performance by Maker of the Obligations hereunder, each Borrower grants, under and pursuant to the Security Agreement executed by Maker dated as of the date hereof, to Payee, its successors and assigns, a continuing, first-priority security interest in, and does hereby assign, transfer, mortgage, convey, pledge, hypothecate and set over to Payee, its successors and assigns, all of the right, title and interest of each Borrower in and to the Collateral, whether now owned or hereafter acquired, and all proceeds(including, without limitation, all insurance proceeds) and products of any of the Collateral. At any time upon Payee's request, Maker shall execute and deliver to Payee any other documents, instruments or certificates requested by Payee for the purpose of properly documenting and perfecting the security interests of Payee in and to the Collateral granted hereunder, including any additional security agreements, mortgages, control agreements, and financing statements.

As collateral security for the prompt performance, observance and indefeasible payment in full of the Note, Maker hereby grants to the Payee, a continuing security interest in, and a lien upon, and hereby assigns to the Payee, as security, all property and interests in property of the Maker, whether now owned or hereafter acquired or existing, and wherever located (together with all other collateral security for the Obligations at any time granted to or held or acquired by the Payee, collectively, the "Collateral"), including, without limitation, the following:

(i) all Accounts;
(ii) all Equipment;
(iii) all General Intangibles;
(iv) all Inventory; and
(iv) all proceeds and products of (i), (ii), (iii), and (iv)

4. **Perfection of Security Interests**. Maker irrevocably and unconditionally authorizes the Payee (or its agents) to file at any time and from time to time such financing statements with respect to the Collateral naming the Payee or its designee as the secured party and the Maker or any wholly-owned subsidiary of the Maker as debtor, as the Payee may require, and including any other information with respect to the Maker or otherwise required by part 5 of Article 9 of the UCC of such jurisdiction as the Payee may determine, together with any amendment and continuations with respect thereto, which authorization shall apply to all financing statements filed on, prior to or after the date hereof. Maker hereby ratifies and approves all financing statements naming the Payee or its designee as secured party and Maker as debtor with respect to the Collateral (and any amendments with respect to such financing statements) filed by or on behalf of the Payee prior to the date hereof and ratifies and confirms the authorization of the Payee to file such financing statements (and amendments, if any). Maker hereby authorizes the Payee to adopt on behalf of Maker any symbol required for authenticating any electronic filing. In no event shall Maker at any time file, or permit or cause to be filed, any correction statement or termination statement with respect to any financing statement (or amendment or continuation with respect thereto) naming the Payee or its designee as secured party and Maker as debtor.

5. **Application of Payments.** All payments shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including (without limitation) reasonable and documented attorney's fees and finally to the reduction of the unpaid principal balance of this Note.

6. **Events of Default.** If any of the following shall occur (each a "**Default**"): (a) Maker fails to pay, when due, all or any part of any principal or other payment required to be made hereunder; or (b) any representation or warranty made by Maker in this Note shall have been incorrect in any material respect when made; or (c) Maker shall fail to perform or observe any term, covenant or agreement contained herein to be performed or observed by it; or (d) Maker shall be generally not paying its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against any such person or entity seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for such person or entity or for any substantial part of its property; or Maker shall take any action to authorize or effect any of the actions set forth above in this clause (d); or (e) any provision of this Note shall at any time for any reason be declared to be null and void by a court of competent jurisdiction, or the validity or enforceability thereof shall be contested by Maker, or a proceeding shall be commenced by Maker or any person seeking to establish the invalidity or unenforceability thereof, or Maker shall deny that Maker has any liability or obligation hereunder; then, Payee may (i) declare the unpaid principal balance hereof and all other sums payable hereunder to be

immediately due and payable, whereupon the sum of (x) the outstanding principal amount of this Note and (y) any other amounts outstanding hereunder shall become and shall be forthwith due and payable, without diligence, presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived,

and (ii) exercise any and all of its other rights under applicable law and/or hereunder. Notwithstanding the foregoing, Maker shall not be obligated to pay in cash any amounts due and payable under this Note, including, without limitation, in connection with any Default under this Section 4, until after the time of consummation of the Business Combination.**Use of Proceeds** Maker will use the proceeds from the sale of this Note (i) to pay its auditors up to an aggregate amount of $42,500.**Unconditional Liability.** Maker hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note, and agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to Maker or affecting Maker's liability hereunder.

9. **Notices.** All notices, statements or other documents which are required or contemplated by this Note shall be: (i) in writing and delivered personally or sent by first class registered or certified mail, overnight courier service or facsimile or electronic transmission to the address designated in writing, (ii) by facsimile to the number most recently provided to such party or such other address or fax number as may be designated in writing by such party or (iii) by electronic mail, to the electronic mail address most recently provided to such party or such other electronic mail address as may be designated in writing by such party. Any notice or other communication so transmitted shall be deemed to have been given on the day of delivery, if delivered personally, on the business day following receipt of written confirmation, if sent by facsimile or electronic transmission, one (1) business day after delivery to an overnight courier service or five (5) days after mailing if sent by mail.

10. **Governing Law.** THIS NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS NOTE SHALL BE GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTIONS) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTIONS OTHER THAN THE STATE OF DELAWARE.

11. **Severability.** Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. **Amendment; Waiver.** Any amendment hereto or waiver of any provision hereof may be made with, and only with, the written consent of Maker and Payee.

13. **Assignment.** Other than in connection with the Business Combination, no assignment or transfer of this Note or any rights or obligations hereunder may be made by Maker hereto (by operation of law or otherwise) without the prior written consent of the Payee hereto and any attempted assignment without the required consent shall be void.

[*Signature page follows*]

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed by the undersigned as of the above Issuance Date.

Alterola Biotech, Inc, a
Nevada corporation

By:/s/ Timothy Rogers
Name: Timothy Rogers
Title: Chairman

Agreed and Accepted:

Phytanix Bio

By:/s/ Barrett Evans
Name: Barrett Evans
Title: CEO

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THIS NOTE HAS BEEN ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF REGISTRATION OF THE RESALE THEREOF UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY IN FORM, SCOPE AND SUBSTANCE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

PROMISSORY NOTE

Principal Amount: $[•]

Issuance Date: [•]

Chain Bridge I, a Cayman Islands exempted company ("**Maker**"), promises to pay to the order of Phytanix Bio, or its registered assigns or successors in interest ("**Payee**"), or order, the amount set forth above as the Principal Amount, in lawful money of the United States of America, on the terms and conditions described below. All cash payments on this Promissory Note (this "**Note**"), when due and payable hereunder, shall be made by check or wire transfer of immediately available funds or as otherwise determined by Maker to such account as Payee may from time to time designate by written notice in accordance with the provisions of this Note.

1. **Principal.** The principal amount of this Note and any other amounts payable hereunder, shall be due and payable in full upon the later of (i) June 29, 2025 (the "**Maturity Date**") and (ii) the consummation of the Maker's initial business combination (the "**Business Combination**"). The principal balance may be prepaid at any time without penalty.

2. **Interest.** No interest shall accrue on the unpaid principal balance of this Note.

3. **Application of Payments.** All payments shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including (without limitation) reasonable and documented attorney's fees and finally to the reduction of the unpaid principal balance of this Note.

4. **Events of Default.** If any of the following shall occur (each a "**Default**"): (a) Maker fails to pay, when due, all or any part of any principal or other payment required to be made hereunder; or (b) any representation or warranty made by Maker in this Note shall have been incorrect in any material respect when made; or (c) Maker shall fail to perform or observe any term, covenant or agreement contained herein to be performed or observed by it; or (d) Maker shall be generally not paying its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against any such person or entity seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for such person or entity or for any substantial part of its property; or Maker shall take any action to authorize or effect any of the actions set forth above in this clause (d); or (e) any provision of this Note shall at any time for any reason be declared to be null and void by a court of competent jurisdiction, or the validity or enforceability thereof shall be contested by Maker, or a proceeding shall be commenced by Maker or any person seeking to establish the invalidity or unenforceability thereof, or Maker shall deny that Maker has any liability or obligation hereunder; then, Payee may (i) declare the unpaid principal balance hereof and all other sums payable hereunder to be immediately due and payable, whereupon the sum of (x) the outstanding principal amount of this Note and (y) any other amounts outstanding hereunder shall become and shall be forthwith due and payable, without diligence, presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, and (ii) exercise any and all of its other rights under applicable law and/or hereunder. Notwithstanding the foregoing, Maker shall not be obligated to pay in cash any amounts due and payable under this Note, including, without limitation, in connection with any Default under this Section 4, until after the time of consummation of the Business Combination.

5. **Use of Proceeds** Maker will use the proceeds from the sale of this Note (i) to payoff certain working capital loans issued to the Maker by Fulton AC I LLC (the "**Working Capital Loans**") up to an aggregate amount of $614,165, (ii) to pay Kelley Drye & Warren LLP, counsel to Maker, up to an aggregate amount of $500,000 for certain fees and expenses incurred in connection with the transactions contemplated hereby and the Business Combination and (iii) for other general corporate purposes.

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6. **Unconditional Liability.** Maker hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by

Payee, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to the payment or other provisions of this Note, and agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to Maker or affecting Maker's liability hereunder.

7. **Notices.** All notices, statements or other documents which are required or contemplated by this Note shall be: (i) in writing and delivered personally or sent by first class registered or certified mail, overnight courier service or facsimile or electronic transmission to the address designated in writing, (ii) by facsimile to the number most recently provided to such party or such other address or fax number as may be designated in writing by such party or (iii) by electronic mail, to the electronic mail address most recently provided to such party or such other electronic mail address as may be designated in writing by such party. Any notice or other communication so transmitted shall be deemed to have been given on the day of delivery, if delivered personally, on the business day following receipt of written confirmation, if sent by facsimile or electronic transmission, one (1) business day after delivery to an overnight courier service or five (5) days after mailing if sent by mail.

8. **Governing Law.** THIS NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS NOTE SHALL BE GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTIONS) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTIONS OTHER THAN THE STATE OF DELAWARE.

9. **Severability.** Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. **Trust Waiver.** Notwithstanding anything herein to the contrary, the Payee hereby waives any and all right, title, interest or claim of any kind ("**Claim**") in or to any distribution of or from the trust account that has been established by Maker in which the proceeds of the initial public offering conducted by the Maker (the "**IPO**") and the proceeds of the sale of certain warrants issued by Maker to Payee in a private placement that occurred in connection with the consummation of the IPO were deposited, as described in greater detail in the registration statement and prospectus filed by Maker with the Securities and Exchange Commission in connection with the IPO, and Payee hereby agrees not to seek recourse, reimbursement, payment or satisfaction for any Claim against the trust account for any reason whatsoever.

11. **Amendment; Waiver.** Any amendment hereto or waiver of any provision hereof may be made with, and only with, the written consent of Maker and Payee.

12. **Assignment.** Other than in connection with the Business Combination, no assignment or transfer of this Note or any rights or obligations hereunder may be made by any party hereto (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consent shall be void.

[*Signature page follows*]

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed by the undersigned as of the above Issuance Date.

Chain Bridge I,
a Cayman Islands exempted company

By:

_____
Name: Andrew Kucharchuk
Title: Chief Financial Officer

Agreed and Accepted:

Phytanix Bio

By:

_____
Name: Barrett Evans
Title: CEO

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THIS NOTE HAS BEEN ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF REGISTRATION OF THE RESALE THEREOF UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY IN FORM, SCOPE AND SUBSTANCE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("OID"). PURSUANT TO TREASURY REGULATION §1.1275-3(b)(1), BARRETT EVANS, A REPRESENTATIVE OF THE COMPANY HEREOF WILL, BEGINNING TEN DAYS AFTER THE ISSUANCE DATE OF THIS NOTE, PROMPTLY MAKE AVAILABLE TO THE HOLDER UPON REQUEST THE INFORMATION DESCRIBED IN TREASURY REGULATION §1.1275-3(b)(1)(i). MR. EVANS MAY BE REACHED AT TELEPHONE NUMBER (805) 699-5596.

PROMISSORY NOTE

Principal Amount: $_____

Issuance Date: June [], 2024

Phytanix Bio, Inc., a Nevada corporation ("**Maker**"), promises to pay to the order of , or its registered assigns or successors in interest ("**Payee**"), or order, the amount set forth above as the Principal Amount, in lawful money of the United States of America, on the terms and conditions described below. All cash payments on this Promissory Note (this "**Note**") when due and payable hereunder, shall be made by check or wire transfer of immediately available funds or as otherwise determined by Maker to such account as Payee may from time to time designate by written notice in accordance with the provisions of this Note. This Note is one of an issue of Promissory Notes issued pursuant to the Securities Purchase Agreement, dated as of June [__], 2024, by and among the Company and the investors referred to therein, as amended from time to time.

1. **Principal.** The principal amount of this Note and any other amounts payable hereunder, shall be due and payable in full upon the later of (i) June 29, 2025 (the "**Maturity Date**") and (ii) the consummation of the Maker's initial business combination (the "**Business Combination**"). The principal balance may be prepaid at any time without penalty.

2. **Interest.** No interest shall accrue on the unpaid principal balance of this Note.

3. **Application of Payments.** All payments shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including (without limitation) reasonable and documented attorney's fees and finally to the reduction of the unpaid principal balance of this Note.

4. **Events of Default.** If any of the following shall occur (each a "**Default**"): (a) Maker fails to pay, when due, all or any part of any principal or other payment required to be made hereunder; or (b) any representation or warranty made by Maker in this Note shall have been incorrect in any material respect when made; or (c) Maker shall fail to perform or observe any term, covenant or agreement contained herein to be performed or observed by it; or (d) Maker shall be generally not paying its debts as such debts become due,

or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against any such person or entity seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for such person or entity or for any substantial part of its property; or Maker shall take any action to authorize or effect any of the actions set forth above in this clause (d); or (e) any provision of this Note shall at any time for any reason be declared to be null and void by a court of competent jurisdiction, or the validity or enforceability thereof shall be contested by Maker, or a proceeding shall be commenced by Maker or any person seeking to establish the invalidity or unenforceability thereof, or Maker shall deny that Maker has any liability or obligation hereunder; then, Payee may (i) declare the unpaid principal balance hereof and all other sums payable hereunder to be immediately due and payable, whereupon the sum of (x) the outstanding principal amount of this Note and (y) any other amounts outstanding hereunder shall become and shall be forthwith due and payable, without diligence, presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, and (ii) exercise any and all of its other rights under applicable law and/or hereunder. Notwithstanding the foregoing, Maker shall not be obligated to pay in cash any amounts due and payable under this Note, including, without limitation, in connection with any Default under this Section 4, until after the time of consummation of the Business Combination.

5. **Exchange Right.** Notwithstanding anything herein to the contrary, if Payee participates in a Subsequent Placement (as defined below), Payee may, in accordance with Section 3(a)(9) of the Securities Act, at its option as elected in writing to the Maker, satisfy the purchase price of the securities to be sold to Payee in such Subsequent Placement, in whole or in part, with all, or any part, of the portion of this Note then outstanding and elected by the Holder to be subject to such exchange (the "**Exchanging Note Amount**") valued at 135% of the Exchanging Note Amount delivered by Payee as payment therefor. "**Subsequent Placement**" means the direct or indirect, issuance, offer, sale or grant of any option or right to purchase, or otherwise dispose of any of the Maker's (or announcement of any issuance, offer, sale, grant of any option or right to purchase or other disposition of) equity or equity equivalent securities, including without limitation any debt, preferred stock or other instrument or security that is, at any time during its life and under any circumstances, convertible into or exchangeable for ordinary shares of the Maker.

6. **Waivers.** Maker and all endorsers and guarantors of, and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to the Note, all errors, defects and imperfections in any proceedings instituted by Payee under the terms of this Note, and all benefits that might accrue to Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof, on any writ of execution issued hereon, may be sold upon any such writ in whole or in part in any order desired by Payee.

7. **Unconditional Liability.** Maker hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Payee, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Payee with respect to

the payment or other provisions of this Note, and agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to Maker or affecting Maker's liability hereunder.

8. **Notices.** All notices, statements or other documents which are required or contemplated by this Note shall be: (i) in writing and delivered personally or sent by first class registered or certified mail, overnight courier service or facsimile or electronic transmission to the address designated in writing, (ii) by facsimile to the number most recently provided to such party or such other address or fax number as may be designated in writing by such party or (iii) by electronic mail, to the electronic mail address most recently provided to such party or such other electronic mail address as may be designated in writing by such party. Any notice or other communication so transmitted shall be deemed to have been given on the day of delivery, if delivered personally, on the business day following receipt of written confirmation, if sent by facsimile or electronic transmission, one (1) business day after delivery to an overnight courier service or five (5) days after mailing if sent by mail.

9. **Governing Law.** THIS NOTE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS NOTE SHALL BE GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTIONS) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTIONS OTHER THAN THE STATE OF DELAWARE.

10. **Severability.** Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. **Amendment; Waiver.** Any amendment hereto or waiver of any provision hereof may be made with, and only with, the written consent of Maker and Payee.

12. **Assignment.** Other than in connection with the Business Combination, no assignment or transfer of this Note or any rights or obligations hereunder may be made by any party hereto (by operation of law or otherwise) without the prior written consent of the other party hereto and any attempted assignment without the required consent shall be void.

[*Signature page follows*]

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has caused this Note to be duly executed by the undersigned as of the above Issuance Date.

Phytanix Bio, Inc.
a Nevada corporation

By: _____

Name: Barrett Evans
Title: CEO

[FORM OF WARRANT]

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES. THE NUMBER OF SHARES OF COMMON STOCK ISSUABLE UPON EXERCISE OF THIS WARRANT MAY BE LESS THAN THE AMOUNTS SET FORTH ON THE FACE HEREOF PURSUANT TO SECTION 1(a) OF THIS WARRANT.

PHYTANIX BIO, INC.

WARRANT TO PURCHASE COMMON STOCK

Warrant No.:

Date of Issuance: [ ], 20__ ("**Issuance Date**")

Phytanix Bio, Inc., a Nevada corporation (the "**Company**"), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____, the registered holder hereof or its permitted assigns (the "**Holder**"), is entitled, subject to the terms set forth below, to purchase from the Company, at the Exercise Price (as defined below) then in effect, upon exercise of this Warrant to Purchase Common Stock (including any Warrants to Purchase Common Stock issued in exchange, transfer or replacement hereof, the "**Warrant**"), at any time or times on or after the Public Company Date (as defined below) (the "**Initial Exercisability Date**"), but not after 11:59 p.m., New York time, on the Expiration Date (as defined below), _____ (subject to adjustment as provided herein) fully paid and non-assessable shares of Common Stock (as defined below) (the "**Warrant Shares**", and such number of Warrant Shares, the "**Warrant Number**"). Except as otherwise defined herein, capitalized terms in this Warrant shall have the meanings set forth in Section 19. This Warrant is one of the Warrants to Purchase Common Stock (the "**SPA Warrants**") issued pursuant to Section 1 of that certain Securities Purchase Agreement, dated as of June [__], 2024 (the "**Subscription Date**"), by and among the Company and the investors (the "**Buyers**") referred to therein, as amended from time to time (the "**Securities Purchase Agreement**").

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1. EXERCISE OF WARRANT.

(a) Mechanics of Exercise. Subject to the terms and conditions hereof (including, without limitation, the limitations set forth in Section 1(f)), this Warrant may be exercised by the Holder on any day on or after the Initial Exercisability Date (an "**Exercise Date**"), in whole or in part, by delivery (whether via e-mail or otherwise) of a written notice, in the form attached hereto as **Exhibit A** (the "**Exercise Notice**"), of the Holder's election to exercise this Warrant. Within one (1) Trading Day following an exercise of this Warrant as aforesaid, the Holder shall deliver payment to the Company of an amount equal to the Exercise Price in effect on the date of such exercise multiplied by the number of Warrant Shares as to which this Warrant was so exercised (the "**Aggregate Exercise Price**") in cash or via wire transfer of immediately available funds if the Holder did not notify the Company in such Exercise Notice that such exercise was made pursuant to a Cashless Exercise (as defined in Section 1(d)). The Holder shall not be required to deliver the original of this Warrant in order to effect an exercise hereunder. Execution and delivery of an Exercise Notice with respect to less than all of the Warrant Shares shall have the same effect as cancellation of the original of this Warrant and issuance of a new Warrant evidencing the right to purchase the remaining number of Warrant Shares. Execution and delivery of an Exercise Notice for all of the then-remaining Warrant Shares shall have the same effect as cancellation of the original of this Warrant after delivery of the Warrant Shares in accordance with the terms hereof. On the date on which the Company has received an Exercise Notice, the Company shall transmit by facsimile or electronic mail an acknowledgment of confirmation of receipt of such Exercise Notice, in the form attached hereto as **Exhibit B**, to the Holder and the Company's transfer agent (the "**Transfer Agent**"), which confirmation shall constitute an instruction to the Transfer Agent to process such Exercise Notice in accordance with the terms herein. On or before the first (1st) Trading Day following the date on which the Company has received such Exercise Notice (or such earlier date as required pursuant to the 1934 Act or other applicable law, rule or regulation for the settlement of a trade of such Warrant Shares initiated on the applicable Exercise Date), the Company shall (X) provided that the Transfer Agent is participating in The Depository Trust Company ("**DTC**") Fast Automated Securities Transfer Program ("**FAST**") and such Buyer has (i) resold shares of Common Stock in a manner described under the caption "Plan of Distribution" in a registration statement or pursuant to Rule 144 or other available exemption from registration under the 1933 Act and (ii) delivered to the Company, the Transfer Agent and counsel to the Company a customary seller's representation letter and, if requested by the Transfer Agent, broker's representation letter confirming the resale of such Securities in the manner described above, together with any other documentation reasonably required by the Transfer Agent and/or the Depository Trust Company and, if applicable and requested by the Company, a legal opinion of Buyer's counsel that the sale of such shares of Common Stock did not require registration under the 1933 Act, in a form and substance reasonably satisfactory to the Company and its counsel (the "**Resale Eligibility Conditions")**, upon the request of the Holder, credit such aggregate number of shares of Common Stock to which the Holder is entitled pursuant to such exercise to the Holder's or its designee's balance account with DTC through its Deposit/Withdrawal at Custodian system, or (Y) if the Transfer Agent is not participating in FAST or the Resale Eligibility Conditions are not satisfied, upon the request of the Holder, issue and deliver (via reputable overnight courier) to the address as specified in the Exercise Notice, a certificate, registered in the name of the Holder or its designee, for the number of shares of Common Stock to which the Holder shall be entitled pursuant to such exercise. Upon delivery of an Exercise Notice, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to

which this Warrant has been exercised, irrespective of the date such Warrant Shares are credited to the Holder's DTC account or the date of delivery of the certificates evidencing such Warrant Shares (as the case may be); provided, that the Holder shall be deemed to have waived any voting rights of any such Warrant Shares that may arise with respect to any record date during the period commencing on such Exercise Date, through, and including, such applicable Share Delivery Date (as defined below) (each, an "**Exercise Period**"), as necessary, such that the aggregate voting rights of any Common Stock (including such Warrant Shares) beneficially owned

by the Holder and/or any Attribution Parties, collectively, on any such record date shall not exceed the Maximum Percentage (as defined below) as a result of any such exercise of this Warrant. If this Warrant is submitted in connection with any exercise pursuant to this Section 1(a) and the number of Warrant Shares represented by this Warrant submitted for exercise is greater than the number of Warrant Shares being acquired upon an exercise and upon surrender of this Warrant to the Company by the Holder, then, at the request of the Holder, the Company shall as soon as practicable and in no event later than one (1) Business Day after any exercise and at its own expense, issue and deliver to the Holder (or its designee) a new Warrant (in accordance with Section 7(d)) representing the right to purchase the number of Warrant Shares purchasable immediately prior to such exercise under this Warrant, less the number of Warrant Shares with respect to which this Warrant is exercised. No fractional shares of Common Stock are to be issued upon the exercise of this Warrant, but rather the number of shares of Common Stock to be issued shall be rounded up to the nearest whole number. The Company shall pay any and all transfer, stamp, issuance and similar taxes, costs and expenses (including, without limitation, fees and expenses of the Transfer Agent) that may be payable with respect to the issuance and delivery of Warrant Shares upon exercise of this Warrant. Notwithstanding the foregoing, except in the case where an exercise of this Warrant is validly made pursuant to a Cashless Exercise, the Company's failure to deliver Warrant Shares to the Holder on or prior to the later of (i) one (1) Trading Day after receipt of the applicable Exercise Notice (or such earlier date as required pursuant to the 1934 Act or other applicable law, rule or regulation for the settlement of a trade of such Warrant Shares initiated on the applicable Exercise Date) and (ii) one (1) Trading Day after the Company's receipt of the Aggregate Exercise Price (or valid notice of a Cashless Exercise) (such later date, the "**Share Delivery Date**") shall not be deemed to be a breach of this Warrant. From the Public Company Date through and including the Expiration Date, the Company shall maintain a transfer agent that participates in FAST.

(b) Exercise Price. For purposes of this Warrant, "**Exercise Price**" means $11.00, subject to adjustment as provided herein.

(c) Company's Failure to Timely Deliver Securities. If the Company shall fail, for any reason or for no reason, on or prior to the Share Delivery Date, either (I) if the Transfer Agent is not participating in FAST or the Resale Eligibility Conditions are not satisifed, to issue and deliver to the Holder (or its designee) a certificate for the number of Warrant Shares to which the Holder is entitled and register such Warrant Shares on the Company's share register or, if the Transfer Agent is participating in FAST and the Resale Eligibility Conditions are satisfied, to credit the balance account of the Holder or the Holder's designee with DTC for such number of

Warrant Shares to which the Holder is entitled upon the Holder's exercise of this Warrant (as the case may be) (a "**Delivery Failure**"), and if on or after such Share Delivery Date the Holder acquires (in an open market transaction, stock loan or otherwise) shares of Common Stock corresponding to all or any portion of the number of shares of Common Stock issuable upon such exercise that the Holder is entitled to receive from the Company and has not received from the Company in connection with such Delivery Failure (a "**Buy-In**"), then, in addition to all other remedies available to the Holder, the Company shall, within one (1) Business Day after the Holder's request and in the Holder's discretion, either (i) pay cash to the Holder in an amount equal to the Holder's total purchase price (including brokerage commissions, stock loan costs and other out-of-pocket expenses, if any) for the shares of Common Stock so acquired (including, without limitation, by any other Person in respect, or on behalf, of the Holder) (the "**Buy-In Price**"), at which point the Company's obligation to so issue and deliver such certificate (and to issue such shares of Common Stock) or credit the balance account of such Holder or such Holder's designee, as applicable, with DTC for the number of Warrant Shares to which the Holder is entitled upon the Holder's exercise hereunder (as the case may be) (and to issue such Warrant Shares) shall terminate, or (ii) promptly honor its obligation to so issue and deliver to the Holder a certificate or certificates representing such

Warrant Shares or credit the balance account of such Holder or such Holder's designee, as applicable, with DTC for the number of Warrant Shares to which the Holder is entitled upon the Holder's exercise hereunder (as the case may be) and pay cash to the Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of Warrant Shares multiplied by (B) the lowest Closing Sale Price of the Common Stock on any Trading Day during the period commencing on the date of the applicable Exercise Notice and ending on the date of such issuance and payment under this clause (ii) (the "**Buy-In Payment Amount**"). Nothing shall limit the Holder's right to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock (or to electronically deliver such shares of Common Stock) upon the exercise of this Warrant as required pursuant to the terms hereof. While this Warrant is outstanding, the Company shall cause its transfer agent to participate in FAST. In addition to the foregoing rights, (i) if the Company fails to deliver the applicable number of Warrant Shares upon an exercise pursuant to Section 1 by the applicable Share Delivery Date, then the Holder shall have the right to rescind such exercise in whole or in part and retain and/or have the Company return, as the case may be, any portion of this Warrant that has not been exercised pursuant to such Exercise Notice; provided that the rescission of an exercise shall not affect the Company's obligation to make any payments that have accrued prior to the date of such notice pursuant to this Section 1(c) or otherwise, and (ii) if a registration statement covering the issuance or resale of the Warrant Shares that are subject to an Exercise Notice is not available for the issuance or resale, as applicable, of such Warrant Shares and the Holder has submitted an Exercise Notice prior to receiving notice of the non-availability of such registration statement and the Company has not already delivered the Warrant Shares underlying such Exercise Notice electronically without any restrictive legend by crediting such aggregate number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the Holder's or its designee's balance account with DTC through its Deposit / Withdrawal At Custodian system, the Holder shall have the option, by delivery of notice to the Company, to (x) rescind such Exercise Notice in whole or in part and retain or have returned, as the case may be, any portion of this Warrant that has not been exercised pursuant to such Exercise Notice; provided that the rescission of an Exercise Notice shall not affect the Company's obligation to make any payments that have accrued prior to the date of such notice pursuant to this Section 1(c) or otherwise, and/or (y) switch some or all of such Exercise Notice from a cash exercise to a Cashless Exercise.

(d) Cashless Exercise. Notwithstanding anything contained herein to the contrary (other than Section 1(f) below), if at the time of exercise hereof a registration statement is not effective (or the prospectus contained therein is not available for use) for the issuance by the Company to the Holder and/or resale by the Holder, as applicable, of all of the Warrant Shares then issuable hereunder (without regard to any limitations on exercise set forth herein), then the Holder may, in its sole discretion, exercise this Warrant in whole or in part and, in lieu of making the cash payment otherwise contemplated to be made to the Company upon such exercise in payment of the Aggregate Exercise Price, elect instead to receive upon such exercise the "Net Number" of Warrant Shares determined according to the following formula (a "**Cashless Exercise**"):

$$\text{Net Number} = \frac{(A \times B) - (A \times C)}{B}$$

For purposes of the foregoing formula:

A= the total number of shares with respect to which this Warrant is then being exercised.

B = as elected by the Holder: (i) the VWAP of the shares of Common Stock on the Trading Day immediately preceding the date of the applicable Exercise Notice if such Exercise Notice is (1) both executed and delivered pursuant to Section 1(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 1(a) hereof on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b)(64) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) at the option of the Holder, either (y) the VWAP on the Trading Day immediately preceding the date of the applicable Exercise Notice or (z) the Bid Price of the shares of Common Stock as of the time of the Holder's execution of the applicable Exercise Notice if such Exercise Notice is executed during "regular trading hours" on a Trading Day and is delivered within two (2) hours thereafter pursuant to Section 1(a) hereof, or (iii) the Closing Sale Price of the Common Stock on the date of the applicable Exercise Notice if the date of such Exercise Notice is a Trading Day and such Exercise Notice is both executed and delivered pursuant to Section 1(a) hereof after the close of "regular trading hours" on such Trading Day.

C = the Exercise Price then in effect for the applicable Warrant Shares at the time of such exercise.

If the Warrant Shares are issued in a Cashless Exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the 1933 Act, the Warrant Shares take on the registered characteristics of the Warrants being exercised. For purposes of Rule 144(d) promulgated under the 1933 Act, as in effect on the Subscription Date, it is intended that the Warrant Shares issued in a Cashless Exercise shall be deemed to have been acquired by the Holder, and the holding period for the Warrant Shares shall be deemed to have commenced, on the date this Warrant was originally issued pursuant to the Securities Purchase Agreement.

(e) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the number of Warrant Shares to be issued pursuant to the terms hereof, the Company shall promptly issue to the Holder the number of Warrant Shares that are not disputed and resolve such dispute in accordance with Section 15.

(f) Limitations on Exercises. The Company shall not effect the exercise of any portion of this Warrant, and the Holder shall not have the right to exercise any portion of this Warrant, pursuant to the terms and conditions of this Warrant and any such exercise shall be null and void and treated as if never made, to the extent that after giving effect to such exercise, the Holder together with the other Attribution Parties collectively would beneficially own in excess of 4.99% (the "**Maximum Percentage**") of the shares of Common Stock outstanding immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by the Holder and the other Attribution Parties shall include the number of shares of Common Stock held by the Holder and all other Attribution Parties plus the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which the determination of such sentence is being made, but shall exclude shares of Common Stock which would be issuable upon (A) exercise of the remaining, unexercised portion of this Warrant beneficially owned by the Holder or any of the other Attribution Parties and (B) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company (including, without limitation, any convertible notes or convertible preferred stock or warrants, including the Series A Preferred Stock, the Preferred Warrants and the other SPA Warrants) beneficially owned by the Holder or any other Attribution Party subject to a limitation on conversion or exercise analogous to the limitation contained in this Section 1(f). For purposes of this Section 1(f), beneficial ownership shall be calculated in accordance with Section 13(d) of the 1934 Act. For purposes of determining the number of outstanding shares of Common Stock the Holder may acquire upon the exercise of this Warrant without exceeding the Maximum Percentage, the Holder

may rely on the number of outstanding shares of Common Stock as reflected in (x) the Company's most recent Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K or other public filing with the SEC, as the case may be, (y) a more recent public announcement by the Company or (z) any other written notice by the Company or the Transfer Agent, if any, setting forth the number of shares of Common Stock outstanding (the "**Reported Outstanding Share Number**"). If the Company receives an Exercise Notice from the Holder at a time when the actual number of outstanding shares of Common Stock is less than the Reported Outstanding Share Number, the Company shall (i) notify the Holder in writing of the number of shares of Common Stock then outstanding and, to the extent that such Exercise Notice would otherwise cause the Holder's beneficial ownership, as determined pursuant to this Section 1(f), to exceed the Maximum Percentage, the Holder must notify the Company of a reduced number of Warrant Shares to be acquired pursuant to such Exercise Notice (the number of shares by which such purchase is reduced, the "**Reduction Shares**") and (ii) as soon as reasonably practicable, the Company shall return to the Holder any exercise price paid by the Holder for the Reduction Shares. For any reason at any time, upon the written or oral request of the Holder, the Company shall within one (1) Business Day confirm orally and in writing or by electronic mail to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this

Warrant, by the Holder and any other Attribution Party since the date as of which the Reported Outstanding Share Number was reported. In the event that the issuance of shares of Common Stock to the Holder upon exercise of this Warrant results in the Holder and the other Attribution Parties being deemed to beneficially own, in the aggregate, more than the Maximum Percentage of the number of outstanding shares of Common Stock (as determined under Section 13(d) of the 1934 Act), the number of shares so issued by which the Holder's and the other Attribution Parties' aggregate beneficial ownership exceeds the Maximum Percentage (the "**Excess Shares**") shall be deemed null and void and shall be cancelled ab initio, and the Holder shall not have the power to vote or to transfer the Excess Shares. As soon as reasonably practicable after the issuance of the Excess Shares has been deemed null and void, the Company shall return to the Holder the exercise price paid by the Holder for the Excess Shares. Upon delivery of a written notice to the Company, the Holder may from time to time increase (with such increase not effective until the sixty-first (61^{st}) day after delivery of such notice) or decrease the Maximum Percentage to any other percentage not in excess of 9.99% as specified in such notice; provided that (i) any such increase in the Maximum Percentage will not be effective until the sixty-first (61^{st}) day after such notice is delivered to the Company and (ii) any such increase or decrease will apply only to the Holder and the other Attribution Parties and not to any other holder of SPA Warrants that is not an Attribution Party of the Holder. For purposes of clarity, the shares of Common Stock issuable pursuant to the terms of this Warrant in excess of the Maximum Percentage shall not be deemed to be beneficially owned by the Holder for any purpose including for purposes of Section 13(d) or Rule 16a-1(a)(1) of the 1934 Act. No prior inability to exercise this Warrant pursuant to this paragraph shall have any effect on the applicability of the provisions of this paragraph with respect to any subsequent determination of exercisability. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 1(f) to the extent necessary to correct this paragraph or any portion of this paragraph which may be defective or inconsistent with the intended beneficial ownership limitation contained in this Section 1(f) or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitation contained in this paragraph may not be waived and shall apply to a successor holder of this Warrant.

(g) Reservation of Shares.

(i) Required Reserve Amount. So long as this Warrant remains outstanding, the Company shall at all times keep reserved for issuance under this Warrant a number of shares of Common Stock at least equal to 100% of the maximum number of shares of Common Stock as shall be necessary to satisfy the Company's obligation to issue shares of Common Stock under the SPA Warrants then outstanding (without regard to any limitations on exercise) (the "**Required Reserve Amount**"); provided that at no time shall the number of shares of Common Stock reserved pursuant to this Section 1(g)(i) be reduced other than proportionally in connection with any exercise or redemption of SPA Warrants or such other event covered by Section 2(a) below. The Required Reserve Amount (including, without limitation, each increase in the number of shares so reserved) shall be allocated pro rata among the holders of the SPA Warrants based on number of shares of Common Stock issuable upon exercise of SPA Warrants held by each holder on the Closing Date (without regard to any limitations on exercise) or increase in the number of reserved shares, as the case may be (the "**Authorized Share Allocation**"). In the event that a holder shall sell or otherwise transfer any of such holder's SPA Warrants, each transferee shall be allocated a pro rata portion of such holder's Authorized Share Allocation. Any shares of Common Stock reserved and allocated to any Person which ceases to hold any SPA Warrants shall be allocated to the remaining holders of SPA Warrants, pro rata based on the number of shares of Common Stock issuable upon exercise of the SPA Warrants then held by such holders (without regard to any limitations on exercise).

(ii) Insufficient Authorized Shares. If, notwithstanding Section 1(g)(i) above, and not in limitation thereof, at any time while any of the SPA Warrants remain outstanding, the Company does not have a sufficient number of authorized and unreserved shares of Common Stock to satisfy its obligation to reserve the Required Reserve Amount (an "**Authorized Share Failure**"), then the Company shall immediately take all action necessary to increase the Company's authorized shares of Common Stock to an amount sufficient to allow the Company to reserve the Required Reserve Amount for all the SPA Warrants then outstanding. Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of an Authorized Share Failure, but in no event later than sixty (60) days after the occurrence of such Authorized Share Failure, the Company shall hold a meeting of its shareholders for the approval of an increase in the number of authorized shares of Common Stock. In connection with such meeting, the Company shall provide each shareholder with a proxy statement and shall use its best efforts to solicit its shareholders' approval of such increase in authorized shares of Common Stock and to cause its board of directors to recommend to the shareholders that they approve such proposal. Notwithstanding the foregoing, if any such time of an Authorized Share Failure after the Public Company Date, the Company is able to obtain the written consent of a majority of the shares of its issued and outstanding shares of Common Stock to approve the increase in the number of authorized shares of Common Stock, the Company may satisfy this obligation by obtaining such consent and submitting for filing with the SEC an Information Statement on Schedule 14C. After the Public Company Date, in the event that the Company is prohibited from issuing shares of Common Stock upon an exercise of this Warrant due to the failure by the Company to have sufficient shares of Common Stock available out of the authorized but unissued shares of Common Stock (such unavailable number of shares of Common Stock, the "**Authorization Failure Shares**"), in lieu of delivering such Authorization Failure Shares to the Holder, the Company shall pay cash in exchange for the cancellation of such portion of this Warrant exercisable into such Authorization Failure Shares at a price equal to the sum of (i) the product of (x) such number of Authorization Failure Shares and (y) the greatest Closing Sale Price of the Common Stock on any Trading Day during the period commencing on the date the Holder delivers the applicable Exercise Notice with respect to such Authorization Failure Shares to the Company and ending on the date of such issuance and payment under this Section 1(g); and (ii) to the extent the Holder purchases (in an open market transaction or otherwise)

shares of Common Stock to deliver in satisfaction of a sale by the Holder of Authorization Failure Shares, any Buy-In Payment Amount, brokerage commissions and other out-of-pocket expenses, if any, of the Holder incurred in connection therewith. Nothing contained in this Section 1(g) shall limit any obligations of the Company under any provision of the Securities Purchase Agreement.

2. ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF WARRANT SHARES. THE EXERCISE PRICE AND NUMBER OF WARRANT SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT ARE SUBJECT TO ADJUSTMENT FROM TIME TO TIME AS SET FORTH IN THIS SECTION 2.

(a) Stock Dividends and Splits. Without limiting any provision of Section 3 or Section 4, if the Company, at any time on or after the Subscription Date, (i) pays a stock dividend on one or more classes of its then outstanding shares of Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock, (ii) subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its then outstanding shares of Common Stock into a larger number of shares or (iii) combines (by combination, reverse stock split or otherwise) one or more classes of its then outstanding shares of Common Stock into a smaller number of shares, then in each such case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution, and any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this paragraph occurs during the period that an Exercise Price is calculated hereunder, then the calculation of such Exercise Price shall be adjusted appropriately to reflect such event.

(b) Number of Warrant Shares. Simultaneously with any adjustment to the Exercise Price pursuant to this Section 2(a), the number of Warrant Shares that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted number of Warrant Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment (without regard to any limitations on exercise contained herein).

(c) Calculations. All calculations under this Section 2 shall be made by rounding to the nearest cent or the nearest $1/100^{th}$ of a share, as applicable. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company, and the disposition of any such shares shall be considered an issuance or sale of Common Stock.

(d) Voluntary Adjustment By Company. Subject to the rules and regulations of the Principal Market and Section 2(e) below, the Company may at any time during the term of this Warrant, with the prior written consent of the Required Holders (as defined in the Securities Purchase Agreement), reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the board of directors of the Company.

(e) Adjustment to Conversion Price of Series A Preferred Stock. At any time the Conversion Price (as defined in the certificate of designations for the Series A Preferred Stock) is less than the Exercise Price then in effect (each such date of determination, an "Adjustment Date"), on such Adjustment Date the Exercise Price of this Warrant shall automatically lower to such Conversion Price.

3. RIGHTS UPON DISTRIBUTION OF ASSETS. IN ADDITION TO ANY ADJUSTMENTS PURSUANT TO SECTION 2 ABOVE OR SECTION 4 BELOW, IF THE COMPANY SHALL DECLARE OR MAKE ANY DIVIDEND OR OTHER DISTRIBUTION OF ITS ASSETS (OR RIGHTS TO ACQUIRE ITS ASSETS) TO HOLDERS OF SHARES OF COMMON STOCK, BY WAY OF RETURN OF CAPITAL OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY DISTRIBUTION OF CASH, STOCK OR OTHER SECURITIES, PROPERTY, OPTIONS, EVIDENCE OF INDEBTEDNESS OR ANY OTHER ASSETS BY WAY OF A DIVIDEND, SPIN OFF, RECLASSIFICATION, CORPORATE REARRANGEMENT, SCHEME OF ARRANGEMENT OR OTHER SIMILAR TRANSACTION) (A "**DISTRIBUTION**"), AT ANY TIME AFTER THE ISSUANCE OF THIS WARRANT, THEN, IN EACH SUCH CASE, THE HOLDER SHALL BE ENTITLED TO PARTICIPATE IN SUCH DISTRIBUTION TO THE SAME EXTENT THAT THE HOLDER WOULD HAVE PARTICIPATED THEREIN IF THE HOLDER HAD HELD THE NUMBER OF SHARES OF COMMON STOCK ACQUIRABLE UPON COMPLETE EXERCISE OF THIS WARRANT (WITHOUT REGARD TO ANY LIMITATIONS OR RESTRICTIONS ON EXERCISE OF THIS WARRANT, INCLUDING WITHOUT LIMITATION, THE MAXIMUM PERCENTAGE) IMMEDIATELY BEFORE THE DATE ON WHICH A RECORD IS TAKEN FOR SUCH DISTRIBUTION, OR, IF NO SUCH RECORD IS TAKEN, THE DATE AS OF WHICH THE RECORD HOLDERS OF SHARES OF COMMON STOCK ARE TO BE DETERMINED FOR THE PARTICIPATION IN SUCH DISTRIBUTION (PROVIDED, HOWEVER, THAT TO THE EXTENT THAT THE HOLDER'S RIGHT TO PARTICIPATE IN ANY SUCH DISTRIBUTION WOULD RESULT IN THE HOLDER AND THE OTHER ATTRIBUTION PARTIES EXCEEDING THE MAXIMUM PERCENTAGE, THEN THE HOLDER SHALL NOT BE ENTITLED TO PARTICIPATE IN SUCH DISTRIBUTION IN EXCESS OF THE MAXIMUM PERCENTAGE (AND SHALL NOT BE ENTITLED TO BENEFICIAL OWNERSHIP OF SUCH SHARES OF COMMON STOCK AS A RESULT OF SUCH DISTRIBUTION (AND BENEFICIAL OWNERSHIP) TO THE EXTENT OF ANY SUCH EXCESS) AND THE PORTION OF SUCH DISTRIBUTION SHALL BE HELD IN ABEYANCE FOR THE BENEFIT OF THE HOLDER UNTIL SUCH TIME OR TIMES, IF EVER, AS ITS RIGHT THERETO WOULD NOT RESULT IN THE HOLDER AND THE OTHER ATTRIBUTION PARTIES EXCEEDING THE MAXIMUM PERCENTAGE, AT WHICH TIME OR TIMES THE HOLDER SHALL BE GRANTED SUCH DISTRIBUTION (AND ANY DISTRIBUTIONS DECLARED OR MADE ON SUCH INITIAL DISTRIBUTION OR ON ANY SUBSEQUENT DISTRIBUTION HELD SIMILARLY IN ABEYANCE) TO THE SAME EXTENT AS IF THERE HAD BEEN NO SUCH LIMITATION).

4. PURCHASE RIGHTS; FUNDAMENTAL TRANSACTIONS.

(a) Purchase Rights. In addition to any adjustments pursuant to Sections 2 or 3 above, if at any time the Company grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Common Stock (the "**Purchase Rights**"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations or restrictions on exercise of this Warrant, including without limitation, the Maximum Percentage) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issuance or sale of such Purchase Rights (provided, however, that to the extent that the Holder's right to participate in any such Purchase

Right would result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, then the Holder shall not be entitled to participate in such Purchase Right in excess of the Maximum Percentage (and shall not be entitled to beneficial ownership of such shares of Common Stock as a result of such Purchase Right (and beneficial ownership) to the extent of any such excess) and such Purchase Right to such extent shall be held in abeyance for the benefit of the Holder until such time or times, if ever, as its right thereto would not result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be granted such right (and any Purchase Right granted, issued or sold on such initial Purchase Right or on any subsequent Purchase Right held similarly in abeyance) to the same extent as if there had been no such limitation).

(b) Fundamental Transactions. The Company shall not enter into or be party to a Fundamental Transaction unless the Successor Entity assumes in writing all of the obligations of the Company under this Warrant and the other Transaction Documents (as defined in the Securities Purchase Agreement) in accordance with the provisions of this Section 4(b) pursuant to written agreements in form and substance reasonably satisfactory to the Holder, including agreements to deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant, including, without limitation, which is exercisable for a corresponding number of shares of capital stock equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such adjustments to the number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction). Upon the consummation of each Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of the applicable Fundamental Transaction, the provisions of this Warrant and the other Transaction Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein; provided, that with respect to the Business Combination (as defined below), in lieu of such assumption, this Warrant shall

alternatively be exchanged into a new warrant to purchase publicly traded common equity of the Successor Public Company issued by the Successor Public Company to the Holder pursuant to a registration statement on Form S-4 in the form of this Warrant, *mutatis mutandis*. Upon consummation of each Fundamental Transaction, the Successor Entity shall deliver to the Holder confirmation that there shall be issued upon exercise of this Warrant at any time after the consummation of the applicable Fundamental Transaction, in lieu of the shares of Common Stock (or other securities, cash, assets or other property (except such items still issuable under Sections 3 and 4(a) above, which shall continue to be receivable thereafter)) issuable upon the exercise of this Warrant prior to the applicable Fundamental Transaction, such shares of publicly traded common stock (or its equivalent) of the Successor Entity (including its Parent Entity) which the Holder would have been entitled to receive upon the happening of the applicable Fundamental Transaction had this Warrant been exercised immediately prior to the applicable Fundamental Transaction (without regard to any limitations on the exercise of this Warrant), as adjusted in accordance with the provisions of this Warrant. Notwithstanding the foregoing, and without limiting Section 1(f) hereof, the Holder may elect, at its sole option, by delivery of written notice to the Company to waive this Section 4(b) to permit the Fundamental Transaction without the assumption of this Warrant. In addition to and not in substitution for any other rights hereunder, prior to the consummation of each Fundamental Transaction pursuant to which holders of shares of Common Stock are entitled to receive securities or other

assets with respect to or in exchange for shares of Common Stock (a "**Corporate Event**"), the Company shall make appropriate provision to insure that the Holder will thereafter have the right to receive upon an exercise of this Warrant at any time after the consummation of the applicable Fundamental Transaction but prior to the Expiration Date, in lieu of the shares of the Common Stock (or other securities, cash, assets or other property (except such items still issuable under Sections 3 and 4(a) above, which shall continue to be receivable thereafter)) issuable upon the exercise of the Warrant prior to such Fundamental Transaction, such shares of stock, securities, cash, assets or any other property whatsoever (including warrants or other purchase or subscription rights) (the "**Corporate Event Consideration**") which the Holder would have been entitled to receive upon the happening of the applicable Fundamental Transaction had this Warrant been exercised immediately prior to the applicable Fundamental Transaction (without regard to any limitations on the exercise of this Warrant). Provision made pursuant to the preceding sentence shall be in a form and substance reasonably satisfactory to the Holder.

(c) Change of Control Consideration Right. Notwithstanding the foregoing and the provisions of Section 4(b) above, at the request of the Holder delivered at any time commencing on the earliest to occur of (A) the public disclosure of any Change of Control, (B) the consummation of any Change of Control and (C) the Holder first becoming aware of any Change of Control through the date that is ninety (90) days after the public disclosure of the consummation of such Change of Control by the Company pursuant to a Current Report on Form 8-K filed with the SEC, the Company or the Successor Entity (as the case may be) shall exchange this Warrant for consideration equal to the Black Scholes Value of such portion of this Warrant subject to exchange (collectively, the "**Aggregate Black Scholes Value**") in the form of, at the Company's election (such election to pay in cash or by delivery of the Rights (as defined below), a "**Consideration Election**"), either (I) rights (with a beneficial ownership limitation in the form of Section 1(f) hereof, *mutatis mutandis*) (collectively, the "**Rights**"), convertible in whole, or in part, at any time, without the requirement to pay any additional consideration, at the option of the Holder, into such Corporate Event Consideration applicable to such Change of Control equal in value to the Aggregate Black Scholes Value (as determined with

the fair market value of the aggregate number of Successor Shares (as defined below) issuable upon conversion of the Rights to be determined in increments of 10% (or such greater percentage as the Holder may notify the Company from time to time) of the portion of the Aggregate Black Scholes Value attributable to such Successor Shares (the "**Successor Share Value Increment**"), with the aggregate number of Successor Shares issuable upon exercise of the Rights with respect to the first Successor Share Value Increment determined based on 70% of the Closing Bid Price of the Successor Shares on the date the Rights are issued and on each of the nine (9) subsequent Trading Days, in each case, the aggregate number of additional Successor Shares issuable upon exercise of the Rights shall be determined based upon a Successor Share Value Increment at 70% of the Closing Bid Price of the Successor Shares in effect for such corresponding Trading Day (such ten (10) Trading Day period commencing on, and including, the date the Rights are issued, the "**Rights Measuring Period**")), or (II) in cash; provided, that the Company shall not consummate a Change of Control if the Corporate Event Consideration includes capital stock or other equity interest (the "**Successor Shares**") either in an entity that is not listed on an Eligible Market or an entity in which the daily share volume for the applicable Successor Shares for each of the twenty (20) Trading Days prior to the date of consummation of such Change of Control is less than the aggregate number of Successor Shares issuable to the Holder upon conversion in full of the applicable Rights (without regard to any limitations on conversion therein, assuming the exercise in full of the Rights on the date of issuance of the Rights and assuming the Closing Bid Price of the Successor Shares for each Trading Day in the Rights Measuring Period is the Closing Bid Price on the Trading Day ended immediately prior to the time of consummation of the Change of Control). The Company shall give the Holder written notice of each Consideration Election at least twenty (20) Trading Days prior to the time of consummation of such Change of Control. Payment of such amounts or delivery of the

Rights, as applicable, shall be made by the Company (or at the Company's direction) to the Holder on the later of (x) the second (2nd) Trading Day after the date of such request and (y) the date of consummation of such Change of Control (or, with respect to any Right, if applicable, such later time that holders of shares of Common Stock are initially entitled to receive Corporate Event Consideration with respect to the shares of Common Stock of such holder). Any Corporate Event Consideration included in the Right, if any, pursuant to this Section 4(c) is *pari passu* with the Corporate Event Consideration to be paid to holders of shares of Common Stock and the Company shall not permit a payment of any Corporate Event Consideration to the holders of shares of Common Stock without on or prior to such time delivering the Right to the Holder hereunder.

(d) Company Optional Going Private Redemption. Notwithstanding the foregoing and the provisions of Section 4(b) above, after the Public Company Date the Company shall have the right, with prior written notice delivered to the Holder, not more than twenty (20) Trading Days and not less than ten (10) Trading Days prior to the time of consummation of a Going Private Transaction, to redeem all, but not less than all, of this Warrant at a price in cash equal to the Company Black Scholes Value for this Warrant. Payment of such amounts shall be made by the Company (or at the Company's direction) to the Holder on the date of consummation of such Going Private Transaction (the "**Redemption Date**"). Notwithstanding anything herein to the contrary, at any time prior to the later of (x) the time such Company Black Sholes Value has been paid in full to the Holder in cash and (y) the Redemption Date, this Warrant may be exercised, in whole or in part, by the Holder into shares of Common Stock pursuant to Section 1 and the Company Black Scholes Value to be paid on the Redemption Date shall be adjusted accordingly. For the avoidance of doubt, (A) if both the Company and the Holder elects to effect a redemption pursuant to this Section 4 the redemption pursuant to Section 4(c) shall govern such Going Private Transaction and (B) the Company may only elect to effect a redemption pursuant to this Section 4(d) if the Company Black Scholes Value is to be paid in cash.

(e) Application. The provisions of this Section 4 shall apply similarly and equally to successive Fundamental Transactions and Corporate Events and shall be applied as if this Warrant (and any such subsequent warrants) were fully exercisable and without regard to any limitations on the exercise of this Warrant (provided that the Holder shall continue to be entitled to the benefit of the Maximum Percentage, applied however with respect to shares of capital stock registered under the 1934 Act and thereafter receivable upon exercise of this Warrant (or any such other warrant)).

5. NONCIRCUMVENTION. THE COMPANY HEREBY COVENANTS AND AGREES THAT THE COMPANY WILL NOT, BY AMENDMENT OF ITS ARTICLES OF INCORPORATION (AS DEFINED IN THE SECURITIES PURCHASE AGREEMENT), BYLAWS (AS DEFINED IN THE SECURITIES PURCHASE AGREEMENT) OR THROUGH ANY REORGANIZATION, TRANSFER OF ASSETS, CONSOLIDATION, MERGER, SCHEME OF ARRANGEMENT, DISSOLUTION, ISSUANCE OR SALE OF SECURITIES, OR ANY OTHER VOLUNTARY ACTION, AVOID OR SEEK TO AVOID THE OBSERVANCE OR PERFORMANCE OF ANY OF THE TERMS OF THIS WARRANT, AND WILL AT ALL TIMES IN GOOD FAITH CARRY OUT ALL THE PROVISIONS OF THIS WARRANT AND TAKE ALL ACTION AS MAY BE REQUIRED TO PROTECT THE RIGHTS OF THE HOLDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY (A) SHALL NOT INCREASE THE PAR VALUE OF ANY SHARES OF COMMON STOCK RECEIVABLE UPON THE EXERCISE OF THIS WARRANT ABOVE THE EXERCISE PRICE THEN IN EFFECT, AND (B) SHALL TAKE ALL SUCH ACTIONS AS MAY BE NECESSARY OR APPROPRIATE IN ORDER THAT THE COMPANY MAY VALIDLY AND LEGALLY ISSUE FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK UPON THE EXERCISE OF THIS WARRANT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF

AFTER THE SIXTY (60) CALENDAR DAY ANNIVERSARY OF THE ISSUANCE DATE, THE HOLDER IS NOT PERMITTED TO EXERCISE THIS WARRANT IN FULL FOR ANY REASON (OTHER THAN PURSUANT TO RESTRICTIONS SET FORTH IN SECTION 1(F) HEREOF), THE COMPANY SHALL USE ITS BEST EFFORTS TO PROMPTLY REMEDY SUCH FAILURE, INCLUDING, WITHOUT LIMITATION, OBTAINING SUCH CONSENTS OR APPROVALS AS NECESSARY TO PERMIT SUCH EXERCISE INTO SHARES OF COMMON STOCK.

6. WARRANT HOLDER NOT DEEMED A SHAREHOLDER. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE HOLDER, SOLELY IN ITS CAPACITY AS A HOLDER OF THIS WARRANT, SHALL NOT BE ENTITLED TO VOTE OR RECEIVE DIVIDENDS OR BE DEEMED THE HOLDER OF SHARE CAPITAL OF THE COMPANY FOR ANY PURPOSE, NOR SHALL ANYTHING CONTAINED IN THIS WARRANT BE CONSTRUED TO CONFER UPON THE HOLDER, SOLELY IN ITS CAPACITY AS THE HOLDER OF THIS WARRANT, ANY OF THE RIGHTS OF A SHAREHOLDER OF THE COMPANY OR ANY RIGHT TO VOTE, GIVE OR WITHHOLD CONSENT TO ANY CORPORATE ACTION (WHETHER ANY REORGANIZATION, ISSUE OF STOCK, RECLASSIFICATION OF STOCK, CONSOLIDATION, MERGER,

CONVEYANCE OR OTHERWISE), RECEIVE NOTICE OF MEETINGS, RECEIVE DIVIDENDS OR SUBSCRIPTION RIGHTS, OR OTHERWISE, PRIOR TO THE ISSUANCE TO THE HOLDER OF THE WARRANT SHARES WHICH IT IS THEN ENTITLED TO RECEIVE UPON THE DUE EXERCISE OF THIS WARRANT. IN ADDITION, NOTHING CONTAINED IN THIS WARRANT SHALL BE CONSTRUED AS IMPOSING ANY LIABILITIES ON THE HOLDER TO PURCHASE ANY SECURITIES (UPON EXERCISE OF THIS WARRANT OR OTHERWISE) OR AS A SHAREHOLDER OF THE COMPANY, WHETHER SUCH LIABILITIES ARE ASSERTED BY THE COMPANY OR BY CREDITORS OF THE COMPANY. NOTWITHSTANDING THIS SECTION 6, THE COMPANY SHALL PROVIDE THE HOLDER WITH COPIES OF THE SAME NOTICES AND OTHER INFORMATION GIVEN TO THE SHAREHOLDERS OF THE COMPANY GENERALLY, CONTEMPORANEOUSLY WITH THE GIVING THEREOF TO THE SHAREHOLDERS.

7. REISSUANCE OF WARRANTS.

(a) Transfer of Warrant. If this Warrant is to be transferred, the Holder shall surrender this Warrant to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Warrant (in accordance with Section 7(d)), registered as the Holder may request, representing the right to purchase the number of Warrant Shares being transferred by the Holder and, if less than the total number of Warrant Shares then underlying this Warrant is being transferred, a new Warrant (in accordance with Section 7(d)) to the Holder representing the right to purchase the number of Warrant Shares not being transferred.

(b) Lost, Stolen or Mutilated Warrant. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant (as to which a written certification and the indemnification contemplated below shall suffice as such evidence), and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary and reasonable form and, in the case of mutilation, upon surrender and cancellation of this Warrant, the Company shall execute and deliver to the Holder a new Warrant (in accordance with Section 7(d)) representing the right to purchase the Warrant Shares then underlying this Warrant.

(c) Exchangeable for Multiple Warrants. This Warrant is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Warrant or Warrants (in accordance with Section 7(d)) representing in the aggregate the right to purchase the number of Warrant Shares then underlying this Warrant, and each such new Warrant will represent the right to purchase such portion of such Warrant Shares as is designated by the Holder at the time of such surrender; provided, however, no warrants for fractional shares of Common Stock shall be given.

(d) Issuance of New Warrants. Whenever the Company is required to issue a new Warrant pursuant to the terms of this Warrant, such new Warrant (i) shall be of like tenor with this Warrant, (ii) shall represent, as indicated on the face of such new Warrant, the right to purchase the Warrant Shares then underlying this Warrant (or in the case of a new Warrant being issued pursuant to Section 7(a) or Section 7(c), the Warrant Shares designated by the Holder which, when added to the number of shares of Common Stock underlying the other new Warrants issued in connection with such issuance, does not exceed the number of Warrant Shares then underlying this Warrant), (iii) shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issuance Date, and (iv) shall have the same rights and conditions as this Warrant.

8. NOTICES. WHENEVER NOTICE IS REQUIRED TO BE GIVEN UNDER THIS WARRANT, UNLESS OTHERWISE PROVIDED HEREIN, SUCH NOTICE SHALL BE GIVEN IN ACCORDANCE WITH SECTION 9(F) OF THE SECURITIES PURCHASE AGREEMENT. THE COMPANY SHALL PROVIDE THE HOLDER WITH PROMPT WRITTEN NOTICE OF ALL ACTIONS TAKEN PURSUANT TO THIS WARRANT (OTHER THAN THE ISSUANCE OF SHARES OF COMMON STOCK UPON EXERCISE IN ACCORDANCE WITH THE TERMS HEREOF), INCLUDING IN REASONABLE DETAIL A DESCRIPTION OF SUCH ACTION AND THE REASON THEREFOR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY WILL GIVE WRITTEN NOTICE TO THE HOLDER (I) PROMPTLY UPON EACH ADJUSTMENT OF THE EXERCISE PRICE AND THE NUMBER OF WARRANT SHARES, SETTING FORTH IN REASONABLE DETAIL, AND CERTIFYING, THE CALCULATION OF SUCH ADJUSTMENT(S), (II) AT LEAST FIFTEEN (15) DAYS PRIOR TO THE DATE ON WHICH THE COMPANY CLOSES ITS BOOKS OR TAKES A RECORD (A) WITH RESPECT TO ANY DIVIDEND OR DISTRIBUTION UPON THE SHARES OF COMMON STOCK OR (B) FOR DETERMINING RIGHTS TO VOTE WITH RESPECT TO ANY FUNDAMENTAL TRANSACTION, DISSOLUTION OR LIQUIDATION, PROVIDED IN EACH CASE THAT SUCH INFORMATION SHALL BE MADE KNOWN TO THE PUBLIC PRIOR TO OR IN CONJUNCTION WITH SUCH NOTICE BEING PROVIDED TO THE HOLDER, AND (III) AT LEAST TEN (10) TRADING DAYS PRIOR TO THE CONSUMMATION OF ANY FUNDAMENTAL TRANSACTION. TO THE EXTENT THAT ANY NOTICE PROVIDED HEREUNDER CONSTITUTES, OR CONTAINS, MATERIAL, NON-PUBLIC INFORMATION REGARDING THE COMPANY OR ANY OF ITS SUBSIDIARIES (AS DEFINED IN THE SECURITIES PURCHASE AGREEMENT), FROM AND AFTER THE PUBLIC COMPANY DATE THE COMPANY SHALL SIMULTANEOUSLY FILE SUCH NOTICE WITH THE SEC (AS DEFINED IN THE SECURITIES PURCHASE AGREEMENT) PURSUANT TO A CURRENT REPORT ON FORM 8-K. IF THE COMPANY OR ANY OF ITS SUBSIDIARIES PROVIDES MATERIAL NON-PUBLIC INFORMATION TO THE HOLDER, FROM AND AFTER THE PUBLIC COMPANY DATE, THAT IS NOT SIMULTANEOUSLY FILED IN A CURRENT REPORT ON FORM 8-K AND THE HOLDER HAS NOT AGREED TO RECEIVE SUCH MATERIAL NON-PUBLIC INFORMATION, THE COMPANY HEREBY COVENANTS AND AGREES THAT THE HOLDER SHALL NOT HAVE ANY DUTY OF CONFIDENTIALITY TO THE COMPANY, ANY OF ITS SUBSIDIARIES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS WITH RESPECT TO, OR A DUTY TO ANY OF THE FOREGOING NOT TO TRADE ON THE BASIS OF, SUCH MATERIAL NON-PUBLIC

INFORMATION. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE TIME OF EXECUTION SPECIFIED BY THE HOLDER IN EACH EXERCISE NOTICE SHALL BE DEFINITIVE AND MAY NOT BE DISPUTED OR CHALLENGED BY THE COMPANY.

9. DISCLOSURE. UPON DELIVERY BY THE COMPANY TO THE HOLDER (OR RECEIPT BY THE COMPANY FROM THE HOLDER) OF ANY NOTICE IN ACCORDANCE WITH THE TERMS OF THIS WARRANT, FROM AND AFTER THE PUBLIC COMPANY DATE, UNLESS THE COMPANY HAS IN GOOD FAITH DETERMINED THAT THE MATTERS RELATING TO SUCH NOTICE DO NOT CONSTITUTE MATERIAL, NON-PUBLIC INFORMATION RELATING TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, THE COMPANY SHALL ON OR PRIOR TO 9:00

AM, NEW YORK CITY TIME ON THE BUSINESS DAY IMMEDIATELY FOLLOWING SUCH NOTICE DELIVERY DATE, PUBLICLY DISCLOSE SUCH MATERIAL, NON-PUBLIC INFORMATION ON A CURRENT REPORT ON FORM 8-K OR OTHERWISE. IN THE EVENT THAT THE COMPANY BELIEVES THAT A NOTICE CONTAINS MATERIAL, NON-PUBLIC INFORMATION RELATING TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, THE COMPANY SO SHALL INDICATE TO THE HOLDER EXPLICITLY IN WRITING IN SUCH NOTICE (OR IMMEDIATELY UPON RECEIPT OF NOTICE FROM THE HOLDER, AS APPLICABLE), AND IN THE ABSENCE OF ANY SUCH WRITTEN INDICATION IN SUCH NOTICE (OR NOTIFICATION FROM THE COMPANY IMMEDIATELY UPON RECEIPT OF NOTICE FROM THE HOLDER), THE HOLDER SHALL BE ENTITLED TO PRESUME THAT INFORMATION CONTAINED IN THE NOTICE DOES NOT CONSTITUTE MATERIAL, NON-PUBLIC INFORMATION RELATING TO THE COMPANY OR ANY OF ITS SUBSIDIARIES. NOTHING CONTAINED IN THIS SECTION 9 SHALL LIMIT ANY OBLIGATIONS OF THE COMPANY, OR ANY RIGHTS OF THE HOLDER, UNDER SECTION 4(E) OF THE SECURITIES PURCHASE AGREEMENT.

10. ABSENCE OF TRADING AND DISCLOSURE RESTRICTIONS. The Company acknowledges and agrees that the Holder is not a fiduciary or agent of the Company and that the Holder shall have no obligation to (a) maintain the confidentiality of any information provided by the Company or (b) refrain from trading any securities while in possession of such information in the absence of a written non-disclosure agreement signed by an officer of the Holder that explicitly provides for such confidentiality and trading restrictions. In the absence of such an executed, written non-disclosure agreement, the Company acknowledges that the Holder may freely trade in any securities issued by the Company, may possess and use any information provided by the Company in connection with such trading activity, and may disclose any such information to any third party.

11. AMENDMENT AND WAIVER. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE PROVISIONS OF THIS WARRANT (OTHER THAN SECTION 1(F) AND THIS SECTION 11, WHICH MAY NOT BE AMENDED) MAY BE AMENDED AND THE COMPANY MAY TAKE ANY ACTION HEREIN PROHIBITED, OR OMIT TO PERFORM ANY ACT HEREIN REQUIRED TO BE PERFORMED BY IT, ONLY IF THE COMPANY HAS OBTAINED THE WRITTEN CONSENT OF THE HOLDER. NO WAIVER SHALL BE EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE WAIVING PARTY.

12. SEVERABILITY. IF ANY PROVISION OF THIS WARRANT IS PROHIBITED BY LAW OR OTHERWISE DETERMINED TO BE INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THE PROVISION THAT WOULD OTHERWISE BE PROHIBITED, INVALID OR UNENFORCEABLE SHALL BE DEEMED AMENDED TO APPLY TO THE BROADEST EXTENT THAT IT WOULD BE VALID AND ENFORCEABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF

SUCH PROVISION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PROVISIONS OF THIS WARRANT SO LONG AS THIS WARRANT AS SO MODIFIED CONTINUES TO EXPRESS, WITHOUT MATERIAL CHANGE, THE ORIGINAL INTENTIONS OF THE PARTIES AS TO THE SUBJECT MATTER HEREOF AND THE PROHIBITED NATURE, INVALIDITY OR UNENFORCEABILITY OF THE PROVISION(S) IN QUESTION DOES NOT SUBSTANTIALLY IMPAIR THE RESPECTIVE EXPECTATIONS OR RECIPROCAL OBLIGATIONS OF THE PARTIES OR THE PRACTICAL REALIZATION OF THE BENEFITS THAT

WOULD OTHERWISE BE CONFERRED UPON THE PARTIES. THE PARTIES WILL ENDEAVOR IN GOOD FAITH NEGOTIATIONS TO REPLACE THE PROHIBITED, INVALID OR UNENFORCEABLE PROVISION(S) WITH A VALID PROVISION(S), THE EFFECT OF WHICH COMES AS CLOSE AS POSSIBLE TO THAT OF THE PROHIBITED, INVALID OR UNENFORCEABLE PROVISION(S).

13. GOVERNING LAW. THIS WARRANT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS WARRANT SHALL BE GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTIONS) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTIONS OTHER THAN THE STATE OF DELAWARE. THE COMPANY HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO PROCESS BEING SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING BY MAILING A COPY THEREOF TO THE COMPANY AT THE ADDRESS SET FORTH IN SECTION 9(F) OF THE SECURITIES PURCHASE AGREEMENT AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE GOOD AND SUFFICIENT SERVICE OF PROCESS AND NOTICE THEREOF. THE COMPANY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN WILMINGTON, DELAWARE, FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR WITH ANY TRANSACTION CONTEMPLATED HEREBY OR DISCUSSED HEREIN, AND HEREBY IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT IN ANY SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY SUCH COURT, THAT SUCH SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE OF SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO LIMIT IN ANY WAY ANY RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW. NOTHING CONTAINED HEREIN SHALL BE DEEMED OR OPERATE TO PRECLUDE THE HOLDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION AGAINST THE COMPANY IN ANY OTHER JURISDICTION TO COLLECT ON THE COMPANY'S OBLIGATIONS TO THE HOLDER, TO REALIZE ON ANY COLLATERAL OR ANY OTHER SECURITY FOR SUCH OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT RULING IN FAVOR OF THE HOLDER. **THE COMPANY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS WARRANT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

14. CONSTRUCTION; HEADINGS. THIS WARRANT SHALL BE DEEMED TO BE JOINTLY DRAFTED BY THE COMPANY AND THE HOLDER AND SHALL NOT BE CONSTRUED AGAINST ANY PERSON AS THE DRAFTER HEREOF. THE HEADINGS OF THIS WARRANT ARE FOR CONVENIENCE

OF REFERENCE AND SHALL NOT FORM PART OF, OR AFFECT THE INTERPRETATION OF, THIS WARRANT. TERMS USED IN THIS WARRANT BUT DEFINED IN THE OTHER TRANSACTION DOCUMENTS SHALL HAVE THE MEANINGS ASCRIBED TO SUCH TERMS ON THE CLOSING DATE (AS DEFINED IN THE SECURITIES PURCHASE AGREEMENT) IN SUCH OTHER TRANSACTION DOCUMENTS UNLESS OTHERWISE CONSENTED TO IN WRITING BY THE HOLDER.

15. DISPUTE RESOLUTION.

(a) Submission to Dispute Resolution.

(i) In the case of a dispute relating to the Exercise Price, the Closing Sale Price, the Bid Price, Black Scholes Value or fair market value or the arithmetic calculation of the number of Warrant Shares (as the case may be) (including, without limitation, a dispute relating to the determination of any of the foregoing), the Company or the Holder (as the case may be) shall submit the dispute to the other party via electronic mail (A) if by the Company, within two (2) Business Days after the occurrence of the circumstances giving rise to such dispute or (B) if by the Holder, at any time after the Holder learned of the circumstances giving rise to such dispute. If the Holder and the Company are unable to promptly resolve such dispute relating to such Exercise Price, such Closing Sale Price, such Bid Price, Black Scholes Value or such fair market value or such arithmetic calculation of the number of Warrant Shares (as the case may be), at any time after the second (2^{nd}) Business Day following such initial notice by the Company or the Holder (as the case may be) of such dispute to the Company or the Holder (as the case may be), then the Holder may, with the consent of the Company (not to be unreasonably or untimely withheld, conditioned or delayed), select an independent, reputable investment bank to resolve such dispute.

(ii) The Holder and the Company shall each deliver to such investment bank (A) a copy of the initial dispute submission so delivered in accordance with the first sentence of this Section 15 and (B) written documentation supporting its position with respect to such dispute, in each case, no later than 5:00 p.m. (New York time) by the fifth (5^{th}) Business Day immediately following the date on which the Holder selected such investment bank (the "**Dispute Submission Deadline**") (the documents referred to in the immediately preceding clauses (A) and (B) are collectively referred to herein as the "**Required Dispute Documentation**") (it being understood and agreed that if either the Holder or the Company fails to so deliver all of the Required Dispute Documentation by the Dispute Submission Deadline, then the party who fails to so submit all of the Required Dispute Documentation shall no longer be entitled to (and hereby waives its right to) deliver or submit any written documentation or other support to such investment bank with respect to such dispute and such investment bank shall resolve such dispute based solely on the Required Dispute Documentation that was delivered to such investment bank prior to the Dispute Submission Deadline). Unless otherwise agreed to in writing by both the Company and the Holder or otherwise requested by such investment bank, neither the Company nor the Holder shall be entitled to deliver or submit any written documentation or other support to such investment bank in connection with such dispute (other than the Required Dispute Documentation).

(iii) The Company and the Holder shall cause such investment bank to determine the resolution of such dispute and notify the Company and the Holder of such resolution no later than ten (10) Business Days immediately following the Dispute Submission Deadline. The fees and expenses of such investment bank shall be borne by the party in whose favor the investment bank decides such dispute or, in the event that the investment bank determines that the applicable calculation is in between the amounts submitted

by the Company and such Holder, then half of such fees and expenses shall be borne by the Company and half of such fees and expenses shall be borne by the Holder, and such investment bank's resolution of such dispute shall be final and binding upon all parties absent manifest error.

(b) Miscellaneous. The Company expressly acknowledges and agrees that (i) this Section 15 constitutes an agreement to arbitrate between the Company and the Holder (and constitutes an arbitration agreement) under the rules then in effect under Delaware Rapid Arbitration Act, as amended, (ii) the terms of this Warrant and each other applicable Transaction Document shall serve as the basis for the selected investment bank's resolution of the applicable dispute, such investment bank shall be entitled (and is hereby expressly authorized) to make all findings, determinations and the like that such investment bank determines are required to be made by such investment bank in connection with its resolution of such dispute and in resolving such dispute such investment bank shall apply such findings, determinations and the like to the terms of this Warrant and any other applicable Transaction Documents, (iii) each party shall have the right to submit any dispute described in this Section 15 to any state or federal court sitting in Wilmington, Delaware in lieu of utilizing the procedures set forth in this Section 15 and (iv) nothing in this Section 15 shall limit the Holder from obtaining any injunctive relief or other equitable remedies (including, without limitation, with respect to any matters described in this Section 15).

16. REMEDIES, CHARACTERIZATION, OTHER OBLIGATIONS, BREACHES AND INJUNCTIVE RELIEF. THE REMEDIES PROVIDED IN THIS WARRANT SHALL BE CUMULATIVE AND IN ADDITION TO ALL OTHER REMEDIES AVAILABLE UNDER THIS WARRANT AND THE OTHER TRANSACTION DOCUMENTS, AT LAW OR IN EQUITY (INCLUDING A DECREE OF SPECIFIC PERFORMANCE AND/OR OTHER INJUNCTIVE RELIEF), AND NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE HOLDER TO PURSUE ACTUAL AND CONSEQUENTIAL DAMAGES FOR ANY FAILURE BY THE COMPANY TO COMPLY WITH THE TERMS OF THIS WARRANT. EACH PARTY AGREES THAT THERE SHALL BE NO CHARACTERIZATION CONCERNING THIS INSTRUMENT OTHER THAN AS EXPRESSLY PROVIDED HEREIN. AMOUNTS SET FORTH OR PROVIDED FOR HEREIN WITH RESPECT TO PAYMENTS, EXERCISES AND THE LIKE (AND THE COMPUTATION THEREOF) SHALL BE THE AMOUNTS TO BE RECEIVED BY THE HOLDER AND SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, BE SUBJECT TO ANY OTHER OBLIGATION OF THE COMPANY (OR THE PERFORMANCE THEREOF). THE COMPANY ACKNOWLEDGES THAT A BREACH BY IT OF ITS OBLIGATIONS HEREUNDER WILL CAUSE IRREPARABLE HARM TO THE HOLDER AND THAT THE REMEDY AT LAW FOR ANY SUCH BREACH MAY BE INADEQUATE. THE COMPANY THEREFORE AGREES THAT, IN THE EVENT OF ANY SUCH BREACH OR THREATENED BREACH, THE HOLDER OF THIS WARRANT SHALL BE ENTITLED, IN ADDITION TO ALL OTHER AVAILABLE REMEDIES, TO SPECIFIC PERFORMANCE AND/OR TEMPORARY, PRELIMINARY AND PERMANENT INJUNCTIVE OR OTHER EQUITABLE RELIEF FROM ANY COURT OF COMPETENT JURISDICTION IN ANY SUCH CASE WITHOUT THE NECESSITY OF PROVING ACTUAL DAMAGES AND WITHOUT POSTING A BOND OR OTHER SECURITY. THE COMPANY SHALL PROVIDE ALL INFORMATION AND DOCUMENTATION TO THE HOLDER THAT IS REASONABLY REQUESTED BY THE HOLDER TO ENABLE THE HOLDER TO CONFIRM THE COMPANY'S COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS WARRANT (INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH SECTION 2 HEREOF). THE ISSUANCE OF SHARES AND CERTIFICATES FOR SHARES AS CONTEMPLATED HEREBY UPON THE EXERCISE OF THIS WARRANT SHALL BE MADE WITHOUT CHARGE TO THE HOLDER OR SUCH SHARES FOR ANY ISSUANCE TAX OR OTHER COSTS IN RESPECT THEREOF, PROVIDED THAT THE COMPANY SHALL NOT BE REQUIRED TO PAY ANY TAX WHICH MAY BE PAYABLE IN RESPECT OF ANY TRANSFER INVOLVED IN THE ISSUANCE AND

DELIVERY OF ANY CERTIFICATE IN A NAME OTHER THAN THE HOLDER OR ITS AGENT ON ITS BEHALF.

17. PAYMENT OF COLLECTION, ENFORCEMENT AND OTHER COSTS. If (a) this Warrant is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding or the Holder otherwise takes action to collect amounts due under this Warrant or to enforce the provisions of this Warrant or (b) there occurs any bankruptcy, reorganization, receivership of the company or other proceedings affecting company creditors' rights and involving a claim under this Warrant, then the Company shall pay the costs incurred by the Holder for such collection, enforcement or action or in connection with such bankruptcy, reorganization, receivership or other proceeding, including, without limitation, attorneys' fees and disbursements.

18. TRANSFER. THIS WARRANT MAY BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED WITHOUT THE CONSENT OF THE COMPANY, EXCEPT AS MAY OTHERWISE BE REQUIRED BY SECTION 2(G) OF THE SECURITIES PURCHASE AGREEMENT.

19. CERTAIN DEFINITIONS. FOR PURPOSES OF THIS WARRANT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

(a) "**1933 Act**" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

(b) "**1934 Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

(c) "**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person, it being understood for purposes of this definition that "control" of a Person means the power directly or indirectly either to vote 10% or more of the stock having ordinary voting power for the election of directors of such Person or direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

(d) "**Attribution Parties**" means, collectively, the following Persons and entities: (i) any investment vehicle, including, any funds, feeder funds or managed accounts, currently, or from time to time after the Issuance Date, directly or indirectly managed or advised by the Holder's investment manager or any of its Affiliates or principals, (ii) any direct or indirect Affiliates of the Holder or any of the foregoing, (iii) any Person acting or who could be deemed to be acting as a Group together with the Holder or any of the foregoing and (iv) any other Persons whose beneficial ownership of the Company's Common Stock would or could be aggregated with the Holder's and the other Attribution Parties for purposes of Section 13(d) of the 1934 Act. For clarity, the purpose of the foregoing is to subject collectively the Holder and all other Attribution Parties to the Maximum Percentage.

(e) "**Bid Price**" means, for any security as of the particular time of determination, the bid price for such security on the Principal Market as reported by Bloomberg as of such time of determination, or, if the Principal Market is not the principal securities exchange or trading market for such security, the bid price of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg as of such time of determination, or if the foregoing does not apply, the bid price of

such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg as of such time of determination, or, if no bid price is reported for such security by Bloomberg as of such time of determination, the average of the bid prices of any market makers for such security as reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices) as of such time of determination. If the Bid Price cannot be calculated for a security as of the particular time of determination on any of the foregoing bases, the Bid Price of such security as of such time of determination shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 15. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

(f) "**Black Scholes Value**" means the value of the unexercised portion of this Warrant remaining on the date of the Holder's request pursuant to Section 4(c), which value is calculated using the Black Scholes Option Pricing Model obtained from the "OV" function on Bloomberg utilizing (i) an underlying price per share equal to the greater of (1) the highest Closing Sale Price of the Common Stock during the period beginning on the Trading Day immediately preceding the announcement of the applicable Fundamental Transaction (or the consummation of the applicable Fundamental Transaction, if earlier) and ending on the Trading Day of the Holder's request pursuant to Section 4(c) and (2) the sum of the price per share being offered in cash in the applicable Fundamental Transaction (if any) plus the value of the non-cash consideration being offered in the applicable Fundamental Transaction (if any), (ii) a strike price equal to the Exercise Price in effect on the date of the Holder's request pursuant to Section 4(c), (iii) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the greater of (1) the remaining term of this Warrant as of the date of the Holder's request pursuant to Section 4(c) and (2) the remaining term of this Warrant as of the date of consummation of the applicable Fundamental Transaction or as of the date of the Holder's request pursuant to Section 4(c) if such request is prior to the date of the consummation of the applicable Fundamental Transaction, (iv) a zero cost of borrow and (v) an expected volatility equal to the greater of 100% and the 30 day volatility obtained from the "HVT" function on Bloomberg (determined utilizing a 365 day annualization factor) as of the Trading Day immediately following the earliest to occur of (A) the public disclosure of the applicable Fundamental Transaction and (B) the date of the Holder's request pursuant to Section 4(c).

(g) "**Bloomberg**" means Bloomberg, L.P.

(h) "**Business Combination**" means such merger, acquisition or other similar transaction, by and among the Company and one or more Persons, pursuant to which the Public Company Date shall occur, including, without limitation, the merger of the Company into a direct or indirect subsidiary of Chain Bridge I, a Cayman Islands limited liability company.

(i) "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home", "shelter-in-place", "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York generally are open for use by customers on such day.

(j) "**Certificate of Designations**" has the meaning ascribed to such term in the Securities Purchase Agreement.

(k) "**Change of Control**" means any Fundamental Transaction other than (i) any merger of the Company or any of its, direct or indirect, wholly-owned Subsidiaries with or into any of the foregoing Persons, (ii) any reorganization, recapitalization or reclassification of the shares of Common Stock in which holders of the Company's voting power immediately prior to such reorganization, recapitalization or reclassification continue after such reorganization, recapitalization or reclassification to hold publicly traded securities and, directly or indirectly, are, in all material respects, the holders of the voting power of the surviving entity (or entities with the authority or voting power to elect the members of the board of directors (or their equivalent if other than a corporation) of such entity or entities) after such reorganization, recapitalization or reclassification, (iii) pursuant to a migratory merger effected solely for the purpose of changing the jurisdiction of incorporation of the Company or any of its Subsidiaries or (iv) the Business Combination.

(l) "**Closing Bid Price**" and "**Closing Sale Price**" means, for any security as of any date, the last closing bid price and last closing trade price, respectively, for such security on the Principal Market, as reported by Bloomberg, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing bid price or the closing trade price (as the case may be) then the last bid price or last trade price, respectively, of such security prior to 4:00:00 p.m., New York time, as reported by Bloomberg, or, if the Principal Market is not the principal securities exchange or trading market for such security, the last closing bid price or last trade price, respectively, of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or if the foregoing do not apply, the last closing bid price or last trade price, respectively, of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no closing bid price or last trade price, respectively, is reported for such security by Bloomberg, the average of the bid prices, or the ask prices, respectively, of any market makers for such security as reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices). If the Closing Bid Price or the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Bid Price or the Closing Sale Price (as the case may be) of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 15. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

(m) "**Common Stock**" means (i) the Company's shares of common stock, $0.000000001 par value per share, and (ii) any share capital of any Successor Public Company or other Person into which such common stock shall be changed (including, without limitation, any equity security issued in exchange for such common stock in the Business Combination or other similar transaction) or any share capital resulting from a reclassification of such common stock.

(n) "**Company Black Scholes Value**" means the value of the unexercised portion of this Warrant remaining on the applicable Redemption Date, which value is calculated using the Black Scholes Option Pricing Model obtained from the "OV" function on Bloomberg utilizing (i) an underlying price per share equal to the greater of (1) the highest Closing Sale Price of the Common Stock during the period beginning on the Trading Day immediately preceding the announcement of the applicable Change of Control (or the consummation of the applicable Change of Control, if earlier) and ending on such Redemption Date and (2) the sum of the price per share being offered in cash in the applicable Change of Control (if any) plus the value of the non-cash

consideration being offered in the applicable Change of Control (if any), (ii) a strike price equal to the Exercise Price in effect on the Redemption Date, (iii) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the greater of (1) the remaining term of this Warrant as of the Redemption Date and (2) the remaining term of this Warrant as of the Redemption Date, (iv) a zero cost of borrow and (v) an expected volatility equal to the greater of 100% and the 30 day volatility obtained from the "HVT" function on Bloomberg (determined utilizing a 365 day annualization factor) as of the Trading Day immediately following the earliest to occur of (A) the public disclosure of the applicable Change of Control, (B) the consummation of the applicable Change of Control and (C) the date on which the Required Holders first became aware of the applicable Change of Control

(o) "**Convertible Securities**" means any stock or other security (other than Options) that is at any time and under any circumstances, directly or indirectly, convertible into, exercisable or exchangeable for, or which otherwise entitles the holder thereof to acquire, any shares of Common Stock.

(p) "**Eligible Market**" means The New York Stock Exchange, the NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market or the Principal Market.

(q) "**Expiration Date**" means the date that is the third anniversary of the Initial Exercisability Date or, if such date falls on a day other than a Trading Day or on which trading does not take place on the Principal Market (a "**Holiday**"), the next date that is not a Holiday.

(r) "**Fundamental Transaction**" means (A) that the Company shall, directly or indirectly, including through subsidiaries, Affiliates or otherwise, in one or more related transactions, (i) consolidate or merge with or into (whether or not the Company is the surviving corporation) another Subject Entity, or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company or any of its "significant subsidiaries" (as defined in Rule 1-02 of Regulation S-X) to one or more Subject Entities, or (iii) make, or allow one or more Subject Entities to make, or allow the Company to be subject to or have its Common Stock be subject to or party to one or more Subject Entities making, a purchase, tender or exchange offer that is accepted by the holders of at least either (x) 50% of the outstanding shares of Common Stock, (y) 50% of the outstanding shares of Common Stock calculated as if any shares of Common Stock held by all Subject Entities making or party to, or Affiliated with any Subject Entities making or party to, such purchase, tender or exchange offer were not outstanding; or (z) such number of shares of Common Stock such that all Subject Entities making or party to, or Affiliated with any Subject Entity making or party to, such purchase, tender or exchange offer, become collectively the beneficial owners (as defined in Rule 13d-3 under the 1934 Act) of at least 50% of the outstanding shares of Common Stock, or (iv) consummate a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with one or more Subject Entities whereby all such Subject Entities, individually or in the aggregate, acquire, either (x) at least 50% of the outstanding shares of Common

Stock, (y) at least 50% of the outstanding shares of Common Stock calculated as if any shares of Common Stock held by all the Subject Entities making or party to, or Affiliated with any Subject Entity making or party to, such stock purchase agreement or other business combination were not outstanding; or (z) such number of shares of Common Stock such that the Subject Entities become collectively the beneficial owners (as defined in Rule 13d-3 under the 1934 Act) of at least 50% of the outstanding shares of Common Stock, or (v) reorganize, recapitalize or reclassify its Common Stock, (B) that the Company shall, directly or indirectly, including through subsidiaries, Affiliates or otherwise, in one or more related transactions, allow any Subject Entity individually or the Subject Entities in the aggregate to be or become the "beneficial owner" (as defined in Rule 13d-3

under the 1934 Act), directly or indirectly, whether through acquisition, purchase, assignment, conveyance, tender, tender offer, exchange, reduction in outstanding shares of Common Stock, merger, consolidation, business combination, reorganization, recapitalization, spin-off, scheme of arrangement, reorganization, recapitalization or reclassification or otherwise in any manner whatsoever, of either (x) at least 50% of the aggregate ordinary voting power represented by issued and outstanding Common Stock, (y) at least 50% of the aggregate ordinary voting power represented by issued and outstanding Common Stock not held by all such Subject Entities as of the date of this Warrant calculated as if any shares of Common Stock held by all such Subject Entities were not outstanding, or (z) a percentage of the aggregate ordinary voting power represented by issued and outstanding shares of Common Stock or other equity securities of the Company sufficient to allow such Subject Entities to effect a statutory short form merger or other transaction requiring other shareholders of the Company to surrender their shares of Common Stock without approval of the shareholders of the Company or (C) directly or indirectly, including through subsidiaries, Affiliates or otherwise, in one or more related transactions, the issuance of or the entering into any other instrument or transaction structured in a manner to circumvent, or that circumvents, the intent of this definition in which case this definition shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this definition to the extent necessary to correct this definition or any portion of this definition which may be defective or inconsistent with the intended treatment of such instrument or transaction.

(s) "**Going Private Transaction**" means any Change of Control (i) pursuant to which, the Company (and the Successor Entity, if applicable) ceases to have any securities registered under the 1934 Act or (ii) that results in the purchase and/or cancellation of all of the Common Stock of the Company solely for cash (and not in whole, or in part, for any other securities of any Person).

(t) "**Group**" means a "group" as that term is used in Section 13(d) of the 1934 Act and as defined in Rule 13d-5 thereunder.

(u) "**Options**" means any rights, warrants or options to subscribe for or purchase shares of Common Stock or Convertible Securities.

(v) "**Parent Entity**" of a Person means an entity that, directly or indirectly, controls the applicable Person and whose common stock or equivalent equity security is quoted or listed on an Eligible Market, or, if there is more than one such Person or Parent Entity, the Person or Parent Entity with the largest public market capitalization as of the date of consummation of the Fundamental Transaction.

(w) "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or a government or any department or agency thereof.

(x) "**Preferred Warrants**" has the meaning ascribed to such term in the Securities Purchase Agreement, and shall include all warrants issued in exchange therefor or replacement thereof.

(y) "**Principal Market**" means the initial Eligible Market that is the principal securities exchange market for the Common Stock after the Public Company Date.

(z) "**Public Company Date**" means the initial date on which either (i) the shares of Common Stock of the Company are registered under the 1934 Act or (ii) any publicly traded common equity (or equivalent security) of any Successor Entity (or Parent Entity, as applicable) are issued in exchange for the Common Stock in the applicable Business Combination or other similar transaction (such applicable entity, the "**Successor Public**

Company"), in either case, whether as a result of a public offering, Business Combination, recapitalization, reorganization or otherwise.

(aa) "**SEC**" means the United States Securities and Exchange Commission or the successor thereto.

(bb) "**Series A Preferred Stock**" has the meaning ascribed to such term in the Securities Purchase Agreement, and shall include all shares of preferred stock issued in exchange therefor or replacement thereof.

(cc) **"Subject Entity**" means any Person, Persons or Group or any Affiliate or associate of any such Person, Persons or Group.

(dd) "**Successor Entity**" means the Person (or, if so elected by the Holder, the Parent Entity) formed by, resulting from or surviving any Fundamental Transaction or the Person (or, if so elected by the Holder, the Parent Entity) with which such Fundamental Transaction shall have been entered into.

(ee) "**Trading Day**" means, as applicable, (x) with respect to all price or trading volume determinations relating to the Common Stock, any day on which the Common Stock is traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded, provided that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York time) unless such day is otherwise designated as a Trading Day in writing by the Holder or (y) with respect to all determinations other than price or trading volume determinations relating to the Common Stock, any day on which The New York Stock Exchange (or any successor thereto) is open for trading of securities.

(ff) "**VWAP**" means, for any security as of any date, the dollar volume-weighted average price for such security on the Principal Market (or, if the Principal Market is not the principal trading market for such security, then on the principal securities exchange or securities market on which such security is then traded), during the period beginning at 9:30 a.m., New York time, and ending at 4:00 p.m., New York time, as reported by Bloomberg through its "VAP" function (set to 09:30 start time and 16:00 end time) or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30 a.m., New York time, and ending at 4:00 p.m., New York time, as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices). If the VWAP cannot be calculated for such security on such date on any of the foregoing bases, the VWAP of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 15. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination, recapitalization or other similar transaction during such period.

[*signature page follows*]

IN WITNESS WHEREOF, the Company has caused this Warrant to Purchase Common Stock to be duly executed as of the Issuance Date set out above.

PHYTANIX BIO, INC.

By: /s/ Barrett Evans

Name: Barrett Evans
Title: CEO

EXHIBIT A

EXERCISE NOTICE

TO BE EXECUTED BY THE REGISTERED HOLDER TO EXERCISE THIS WARRANT TO PURCHASE COMMON STOCK

PHYTANIX BIO, INC.

The undersigned holder hereby elects to exercise the Warrant to Purchase Common Stock No. _____ (the "**Warrant**") of Phytanix Bio, Inc., a Nevada corporation (the "**Company**") as specified below. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

1. Form of Exercise Price. The Holder intends that payment of the Aggregate Exercise Price shall be made as:

[_] a "Cash Exercise" with respect to _____ Warrant Shares; and/or

[_] a "Cashless Exercise" with respect to _____ Warrant Shares.

In the event that the Holder has elected a Cashless Exercise with respect to some or all of the Warrant Shares to be issued pursuant hereto, the Holder hereby represents and warrants that (i) this Exercise Notice was executed by the Holder at _____ [a.m.][p.m.] on the date set forth below and (ii) if applicable, the Bid Price as of such time of execution of this Exercise Notice was $_____.

2. Payment of Exercise Price. In the event that the Holder has elected a Cash Exercise with respect to some or all of the Warrant Shares to be issued pursuant hereto, the Holder shall pay the Aggregate Exercise Price in the sum of $_____ to the Company in accordance with the terms of the Warrant.

3. Delivery of Warrant Shares. The Company shall deliver to Holder, or its designee or agent as specified below, _____ shares of Common Stock in accordance with the terms of the Warrant. Delivery shall be made to Holder, or for its benefit, as follows:

[_] Check here if requesting delivery as a certificate to the following name and to the following address:

Issue to: _____

_____

_____

[_] Check here if requesting delivery by Deposit/Withdrawal at Custodian as follows:

DTC Participant: _____

DTC Number: _____

Account Number: _____

Date: _____ __,

Name of Registered Holder

By:
Name:
Title:

Tax ID:_____

Facsimile:_____

E-mail Address:_____

EXHIBIT B

ACKNOWLEDGMENT

The Company hereby acknowledges this Exercise Notice and hereby directs _____ to issue the above indicated number of shares of Common Stock in accordance with the Transfer Agent Instructions dated _____, 202_, from the Company and acknowledged and agreed to by _____.

PHYTANIX BIO, INC.

By:_____ Name:
Title:

[FORM OF SERIES A WARRANT]

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES. THE NUMBER OF PREFERRED SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT MAY BE LESS THAN THE AMOUNTS SET FORTH ON THE FACE HEREOF PURSUANT TO SECTION 1(a) OF THIS WARRANT.

PHYTANIX BIO, INC.

SERIES A WARRANT TO PURCHASE
SERIES A CONVERTIBLE PREFERRED STOCK

Series A Preferred Warrant No.: PAW-[ ]

Date of Issuance: _____, [ ] 20__ ("**Issuance Date**")

Phytanix Bio, Inc., a Nevada corporation (the "**Company**"), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, , the registered holder hereof or its permitted assigns (the "**Holder**"), is entitled, subject to the terms set forth below, to purchase from the Company, at the Exercise Price (as defined below) then in effect, upon exercise of this Warrant to Purchase Series A Convertible Preferred Stock (including any Warrants to Purchase Series A Convertible Preferred Stock issued in exchange, transfer or replacement hereof, the "**Warrant**"), at any time or times on or after the Public Company Date (as defined below) (the "**Initial Exercisability Date**"), but not after 11:59 p.m., New York time, on the Expiration Date (as defined below), [_____](subject to adjustment as provided herein) fully paid and non-assessable shares of Series A Convertible Preferred Stock (the "**Warrant Preferred Shares**"). This Warrant is one of the Warrants (as defined in the Securities Purchase Agreement (as defined below)) to purchase Series A Convertible Preferred Stock (the "**SPA Preferred Warrants**") issued pursuant to Section 1 of that certain Securities Purchase Agreement, dated as of [____], 2024 (the "**Subscription Date**"), by and among the Company and the investors (the "**Buyers**") referred to therein, as amended from time to time (the "**Securities Purchase Agreement**"). Except as otherwise defined herein, capitalized terms in this Warrant shall have the meanings set forth in Section 18.

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1. EXERCISE OF WARRANT.

(a) Mechanics of Exercise. Subject to the terms and conditions hereof, this Warrant may be exercised by the Holder on any day on or after the Initial Exercisability Date (an "**Exercise Date**"), in whole or in part,

by delivery (whether via e-mail or otherwise) of a written notice, in the form attached hereto as **Exhibit A** (the "**Exercise Notice**"), of the Holder's election to exercise this Warrant. Within one (1) Trading Day following an exercise of this Warrant as aforesaid, the Holder shall deliver payment to the Company of an amount equal to the Exercise Price in effect on the date of such exercise multiplied by the number of Warrant Preferred Shares as to which this Warrant was so exercised (the "**Aggregate Exercise Price**") in cash or via wire transfer of immediately available funds. The Holder shall not be required to deliver the original of this Warrant in order to effect an exercise hereunder. Execution and delivery of an Exercise Notice with respect to less than all of the Warrant Preferred Shares shall have the same effect as cancellation of the original of this Warrant and issuance of a new Warrant evidencing the right to purchase the remaining number of Warrant Preferred Shares. Execution and delivery of an Exercise Notice for all of the then-remaining Warrant Preferred Shares shall have the same effect as cancellation of the original of this Warrant after delivery of the Warrant Preferred Shares in accordance with the terms hereof. On or before the first (1st) Trading Day following the date on which the Company has received such Exercise Notice (or such earlier date as required pursuant to the 1934 Act or other applicable law, rule or regulation for the settlement of a trade of such Warrant Preferred Shares initiated on the applicable Exercise Date), the Company shall issue and deliver (via reputable overnight courier) to the address as specified in the Exercise Notice, a certificate, registered in the name of the Holder or its designee, for the number of Warrant Preferred Shares to which the Holder shall be entitled pursuant to such exercise. Upon delivery of an Exercise Notice and the release, at the direction of the Holder, of a wire (or irrevocable wire instructions to send the wire as soon as commercially practicable, but in no event later than the next Trading Day) of the Aggregate Exercise Price to the Company (the "**Exercise Conditions**"), the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Preferred Shares with respect to which this Warrant has been exercised (including, without limitation, the right to convert such Warrant Preferred Shares), irrespective of the date of delivery of the certificates evidencing such Warrant Preferred Shares (as the case may be); provided, that the Holder shall be deemed to have waived any voting rights of any such Warrant Shares that may arise with respect to any record date during the period commencing on such Exercise Date, through, and including, such applicable Share Delivery Date (as defined below) (each, an "**Exercise Period**"), as necessary, such that the aggregate voting rights of any Common Stock (including such Warrant Shares) beneficially owned by the Holder and/or any Attribution Parties, collectively, on any such record date shall not exceed the Maximum Percentage (as defined below) as a result of any such exercise of this Warrant. If a certificate with respect to this Warrant is delivered to the Company in connection with any exercise pursuant to this Section 1(a) and the number of Warrant Preferred Shares represented by this Warrant submitted for exercise is greater than the number of Warrant Preferred Shares being acquired upon an exercise, then, at the request of the Holder, the Company shall as soon as practicable and in no event later than one (1) Business Day after any exercise and at its own expense, issue and deliver to the Holder (or its designee) a new Warrant (in accordance with Section 6(d)) representing the right to purchase the number of Warrant Preferred Shares purchasable immediately prior to such exercise under this Warrant, less the number of Warrant Preferred Shares with respect to which this Warrant is exercised. No fractional Warrant Preferred Shares are to be issued upon the exercise of this Warrant, but rather the number of Warrant Preferred Shares to be issued shall be rounded up to the nearest whole number.

The Company shall pay any and all transfer, stamp, issuance and similar taxes, costs and expenses that may be payable with respect to the issuance and delivery of Warrant Preferred Shares upon exercise of this Warrant. Notwithstanding the foregoing, the Company's failure to deliver Warrant Preferred Shares to the Holder on or prior to the later of (i) one (1) Trading Day after receipt of the applicable Exercise Notice (or such earlier date as required pursuant to the 1934 Act or other applicable law, rule or regulation for the settlement of a trade of such Warrant Preferred Shares initiated on the applicable Exercise Date) and (ii) one (1) Trading Day after the Company's receipt of the Aggregate Exercise Price (such later date, the "**Share Delivery Deadline**") shall not be

deemed to be a breach of this Warrant. For the avoidance of doubt, the Holder may convert the Warrant Preferred Shares into shares of Common Stock in accordance with the terms of the Certificate of Designations at any time, at the option of the Holder, following its satisfaction of the applicable Exercise Conditions (whether or not a certificate with respect to such Warrant Preferred Shares has been delivered to the Holder on or prior to such time of conversion).

(b) Exercise Price. For purposes of this Warrant, "**Exercise Price**" means $750, subject to adjustment as provided herein.

(c) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the number of Warrant Preferred Shares to be issued pursuant to the terms hereof, the Company shall promptly issue to the Holder the number of Warrant Preferred Shares that are not disputed and resolve such dispute in accordance with Section 14.

(d) Forced Exercise.

(i) General. At any time after the Initial Exercisability Date, so long as no Equity Conditions Failure then exists (unless waived in writing by the Holder), as of the applicable date of determination (each such applicable date, a "**Forced Exercise Eligibility Date**"), the Company shall have the right to require the Holder to exercise this Warrant into up to such aggregate number of fully paid, validly issued and non-assessable Warrant Preferred Shares equal to the Holder Pro Rata Amount of [____][1] Warrant Preferred Shares (as applicable, the "**Maximum Forced Exercise Share Amount**"), as designated in the applicable Forced Exercise Notice (as defined below) to be issued and delivered in accordance with Section 1(a) hereof (each, a "**Forced Exercise**"). The Company may exercise its right to require a Forced Exercise under this Section 1(d) by delivering a written notice thereof, at one, or more times, by electronic mail to all, but not less than all, of the holders of SPA Preferred Warrants (each, a "**Forced Exercise Notice**", and the date thereof, each a "**Forced Exercise Notice Date**") on a Forced Exercise Eligibility Date. For purposes of Section 1(a) hereof, "Forced Exercise Notice" shall be deemed to replace "Exercise Notice" for all purposes thereunder as if the Holder delivered an Exercise Notice to the Company on the Forced Exercise Notice Date, *mutatis mutandis*. Each Forced Exercise Notice shall be irrevocable. Each Forced Exercise Notice shall state (i) the Trading Day selected for the Forced Exercise in accordance with this Section 1(d),

which Trading Day shall be the second (2nd) Trading Day (or such earlier date as the Holder may designate to the Company in writing) following the applicable Forced Exercise Notice Date (each, a "**Forced Exercise Date**"), (ii) the aggregate portion of this Warrant and the SPA Preferred Warrants subject to forced exercise from the Holder and all of the holders of the SPA Preferred Warrants pursuant to this Section 1(d) (and analogous provisions under the SPA Preferred Warrants), (iii) the Maximum Forced Exercise Share Amount applicable to the Holder (including calculations and any other documents reasonably requested by the Holder with respect thereto) and (iv) that there has been no Equity Conditions Failure (or specifying any such Equity Conditions Failure that then exists, with an acknowledgement that unless such Equity Conditions are waived, in whole or in part, such Forced Exercise Notice will be invalid). Notwithstanding anything herein to the contrary, if an Equity Conditions Failure occurs at any time after a Forced Exercise Notice Date and prior to the time of consummation of such applicable Forced Exercise, (A) the Company shall provide the Holder a subsequent notice to that effect and (B) unless the Holder waives the applicable Equity Conditions Failure, the Forced Exercise shall be cancelled and the applicable Forced Exercise Notice shall be null and void. For the avoidance of doubt, if any Triggering

Event (as defined in the Certificate of Designations) has occurred and continuing, unless such Triggering Event has been waived, in whole or in part, in writing by the Holder, Company shall have no right to effect a Forced Exercise; provided, that such Triggering Event, as applicable, shall have no effect upon the Holder's right to exercise this Warrant in its discretion. Notwithstanding the foregoing, the Company's right to either (x) elect to require a Forced Exercise hereunder and/or (y) consummate any pending Forced Exercise in which the Company has properly delivered a Forced Exercise Notice to the Holder hereunder, as applicable, shall automatically terminate (and any such pending Forced Exercise Notice, if any, shall be null and void), at such time as either the Company and/or any of its Subsidiaries, as applicable, shall have, directly or indirectly, either (A) entered into one or more agreements to, issue, offer, sell, grant any option or right to purchase, or otherwise dispose of any equity security or any equity-linked or related security (including, without limitation, any "equity security" (as that term is defined under Rule 405 promulgated under the 1933 Act), any Convertible Securities and/or any Options, as applicable (in each case, other than with respect to the Excluded Securities (as defined in the Certificate of Designations)) with aggregate gross proceeds of at least $2,000,000 (assuming for the purposes thereof the issuance of all such securities issuable thereunder or in accordance therewith, as applicable, without regard to any limitations on conversion, exercise or exchange therein or thereunder, as applicable) at any time during the period commencing on the Subscription Date and ending on the Expiration Date, with any Person other than the Holder (each, a "**Triggering Subsequent Placement**") and/or (B) consummated any Triggering Subsequent Placement.

(ii) Pro Rata Exercise Requirement. If the Company elects to cause a Forced Exercise of this Warrant pursuant to this Section 1(d), then it must simultaneously take the same action in the same proportion with respect to all of the SPA Preferred Warrants.

(e) Reservation of Shares. So long as this Warrant remains outstanding, the Company shall at all times keep reserved for issuance under this Warrant a number of shares of Series A Convertible Preferred Stock at least equal to 100% of the maximum number of shares of Series A Convertible Preferred Stock as shall be necessary to satisfy the Company's obligation to issue shares of Series A Convertible Preferred Stock under the SPA Preferred Warrants then outstanding (without regard to any limitations on exercise) (the "**Required Reserve Amount**"); provided that at no time shall the number of shares of Series A Convertible Preferred Stock reserved pursuant to this Section 1(e) be reduced other than proportionally in connection with any exercise or redemption of SPA Preferred Warrants or such other event covered by Section 2(a) below. The Required Reserve Amount (including, without limitation, each increase in the number of shares so reserved) shall be allocated pro rata among the holders of the SPA Preferred Warrants based on number of shares of Series A Convertible Preferred Stock issuable upon exercise of SPA Preferred Warrants held by each holder on the Closing Date (without regard to any limitations on exercise) or increase in the number of reserved shares, as the case may be (the "**Authorized Share Allocation**"). In the event that a holder shall sell or otherwise transfer any of such holder's SPA Preferred Warrants, each transferee shall be allocated a pro rata portion of such holder's Authorized Share Allocation. Any shares of Series A Convertible Preferred Stock reserved and allocated to any Person which ceases to hold any SPA Preferred Warrants shall be allocated to the remaining holders of SPA Preferred Warrants, pro rata based on the number of Warrant Preferred Shares issuable upon exercise of the SPA Preferred Warrants then held by such holders (without regard to any limitations on exercise). If, notwithstanding the foregoing, and not in limitation thereof, at any time while any of the SPA Preferred Warrants remain outstanding, the Company does not have a sufficient number of authorized and unreserved shares of Series A Convertible Preferred Stock to satisfy its obligation to reserve the Required Reserve Amount (an "**Authorized Share Failure**"), then the Company shall immediately take all action necessary to increase the Company's authorized shares of Series A Convertible Preferred Stock to an amount

sufficient to allow the Company to reserve the Required Reserve Amount for all the SPA Preferred Warrants then outstanding. Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of an Authorized Share Failure, but in no event later than sixty (60) days after the occurrence of such Authorized Share Failure, the Company shall hold a meeting of its shareholders for the approval of an increase in the number of authorized shares of Series A Convertible Preferred Stock. In connection with such meeting, the Company shall provide each shareholder with a proxy statement and shall use its best efforts to solicit its shareholders' approval of such increase in authorized shares of Series A Convertible Preferred Stock and to cause its board of directors to recommend to the shareholders that they approve such proposal. Notwithstanding the foregoing, if any such time of an Authorized Share Failure, the Company is able to obtain the written consent of a majority of its issued and outstanding shares of Series A Convertible Preferred Stock to approve the increase in the number of authorized shares of Series A Convertible Preferred Stock, the Company may satisfy this obligation by obtaining such consent and submitting for filing with the SEC an Information Statement on Schedule 14C.

2. ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF WARRANT PREFERRED SHARES. THE EXERCISE PRICE AND NUMBER OF WARRANT PREFERRED SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT ARE SUBJECT TO ADJUSTMENT FROM TIME TO TIME AS SET FORTH IN THIS SECTION 2.

(a) Stock Dividends and Splits. If the Company, at any time on or after the Subscription Date, (i) pays a stock dividend on one or more classes of its then outstanding Warrant Preferred Shares or otherwise makes a distribution on any class of capital stock that is payable in Warrant Preferred Shares, (ii) subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its then outstanding Warrant Preferred Shares into a larger number of shares or (iii) combines (by combination, reverse stock split or otherwise) one or more classes of its then outstanding Warrant Preferred Shares into a smaller number of shares then in each such case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of Warrant Preferred Shares outstanding immediately before such event and of which the denominator shall be the number of Warrant Preferred Shares outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution, and any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this paragraph occurs during the period that an Exercise Price is calculated hereunder, then the calculation of such Exercise Price shall be adjusted appropriately to reflect such event.

(b) Number of Warrant Preferred Shares. Simultaneously with any adjustment to the Exercise Price pursuant to this Section 2, the number of Warrant Preferred Shares that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted number of Warrant Preferred Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment (without regard to any limitations on exercise contained herein).

(c) Voluntary Adjustment By Company. Subject to the rules and regulations of the Principal Market, the Company may at any time during the term of this Warrant, with the prior written consent of the Required Holders (as defined in the Securities Purchase Agreement), reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the board of directors of the Company.

3. FUNDAMENTAL TRANSACTIONS.

(a) Fundamental Transactions. The Company shall not enter into or be party to a Fundamental Transaction unless (i) the Successor Entity assumes in writing all of the obligations of the Company under this Warrant and the other Transaction Documents (as defined in the Securities Purchase Agreement) in accordance with the provisions of this Section 3(a) pursuant to written agreements in form and substance reasonably satisfactory to the Holder, including agreements to deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant, including, without limitation, which is exercisable for a corresponding number of shares of capital stock equivalent to the shares of Series A Convertible Preferred Stock acquirable and receivable upon exercise of this Warrant prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Series A Convertible Preferred Stock pursuant to such Fundamental Transaction and the value of such shares of

capital stock, such adjustments to the number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction) and (ii) the Successor Entity (including its Parent Entity) is a publicly traded corporation whose common stock is quoted on or listed for trading on an Eligible Market. Upon the consummation of each Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of the applicable Fundamental Transaction, the provisions of this Warrant and the other Transaction Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein. Upon consummation of each Fundamental Transaction, the Successor Entity shall deliver to the Holder confirmation that there shall be issued upon exercise of this Warrant at any time after the consummation of the applicable Fundamental Transaction, in lieu of the shares of Series A Convertible Preferred Stock (or other securities, cash, assets or other property) issuable upon the exercise of this Warrant prior to the applicable Fundamental Transaction, such shares of publicly traded common stock (or its equivalent) of the Successor Entity (including its Parent Entity) which the Holder would have been entitled to receive upon the happening of the applicable Fundamental Transaction had this Warrant been completely exercised (and the underlying Warrant Preferred Shares completely converted) immediately prior to the applicable Fundamental Transaction (without regard to any limitations on the conversion of the Warrant Preferred Shares), as adjusted in accordance with the provisions of this Warrant. Notwithstanding the foregoing, the Holder may elect, at its sole option, by delivery of written notice to the Company to waive this Section 3(a) to permit the Fundamental Transaction without the assumption of this Warrant. In addition to and not in substitution for any other rights hereunder, prior to the consummation of each Fundamental Transaction pursuant to which holders of shares of Common Stock are entitled to receive securities or other assets with respect to or in exchange for shares of Common Stock (a "**Corporate Event**"), the Company shall make appropriate provision to insure that the Holder will thereafter have the right to receive upon an exercise of this Warrant and conversion of the underlying Warrant Preferred Shares at any time after the consummation of the applicable Fundamental Transaction but prior to the Expiration Date, in lieu of the shares of the Common Stock (or other securities, cash, assets or other property) issuable upon the exercise of the Warrant and conversion of the underlying Warrant Preferred Shares prior to such Fundamental Transaction, such shares of stock, securities, cash, assets or any other property whatsoever (including warrants or other purchase or subscription rights) which the Holder would have been entitled to receive upon the happening of the applicable Fundamental Transaction had this Warrant been exercised and converted into Warrant Preferred Shares immediately prior to the applicable Fundamental Transaction (without regard to any limitations on the exercise of this Warrant). Provision made pursuant to the preceding sentence shall be in a form and substance reasonably satisfactory to the Holder.

(b) Application. The provisions of this Section 3 shall apply similarly and equally to successive Fundamental Transactions and Corporate Events and shall be applied as if this Warrant (and any such subsequent warrants) were fully exercisable and without regard to any limitations on the exercise of this Warrant.

4. NONCIRCUMVENTION. THE COMPANY HEREBY COVENANTS AND AGREES THAT THE COMPANY WILL NOT, BY AMENDMENT OF ITS ARTICLES OF INCORPORATION (AS DEFINED IN THE SECURITIES PURCHASE AGREEMENT), BYLAWS (AS DEFINED IN THE SECURITIES PURCHASE AGREEMENT) OR THROUGH ANY REORGANIZATION, TRANSFER OF ASSETS, CONSOLIDATION, MERGER, SCHEME OF ARRANGEMENT, DISSOLUTION, ISSUANCE OR SALE OF SECURITIES, OR ANY OTHER VOLUNTARY ACTION, AVOID OR SEEK TO AVOID THE OBSERVANCE OR PERFORMANCE OF ANY OF THE TERMS OF THIS WARRANT, AND WILL AT ALL TIMES IN GOOD FAITH CARRY OUT ALL THE PROVISIONS OF THIS WARRANT AND TAKE ALL ACTION AS MAY BE REQUIRED TO PROTECT THE RIGHTS OF THE HOLDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY (A) SHALL NOT INCREASE THE PAR VALUE OF ANY WARRANT PREFERRED SHARES RECEIVABLE UPON THE EXERCISE OF THIS WARRANT ABOVE THE EXERCISE PRICE THEN IN EFFECT, AND (B) SHALL TAKE ALL SUCH ACTIONS AS MAY BE NECESSARY OR APPROPRIATE IN ORDER THAT THE COMPANY MAY VALIDLY AND LEGALLY ISSUE FULLY PAID AND NON-ASSESSABLE WARRANT PREFERRED SHARES UPON THE EXERCISE OF THIS WARRANT.

5. WARRANT HOLDER NOT DEEMED A SHAREHOLDER. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE HOLDER, SOLELY IN ITS CAPACITY AS A HOLDER OF THIS WARRANT, SHALL NOT BE ENTITLED TO VOTE OR RECEIVE DIVIDENDS OR BE DEEMED THE HOLDER OF SHARE CAPITAL OF THE COMPANY FOR ANY PURPOSE, NOR SHALL ANYTHING CONTAINED IN THIS WARRANT BE CONSTRUED TO CONFER UPON THE HOLDER, SOLELY IN ITS CAPACITY AS THE HOLDER OF THIS WARRANT, ANY OF THE RIGHTS OF A SHAREHOLDER OF THE COMPANY OR ANY RIGHT TO VOTE, GIVE OR WITHHOLD CONSENT TO ANY CORPORATE ACTION (WHETHER ANY REORGANIZATION, ISSUE OF STOCK, RECLASSIFICATION OF STOCK, CONSOLIDATION, MERGER, CONVEYANCE OR OTHERWISE), RECEIVE NOTICE OF MEETINGS, RECEIVE DIVIDENDS OR SUBSCRIPTION RIGHTS, OR OTHERWISE, PRIOR TO THE ISSUANCE TO THE HOLDER OF THE WARRANT PREFERRED SHARES WHICH IT IS THEN ENTITLED TO RECEIVE UPON THE DUE EXERCISE OF THIS WARRANT. IN ADDITION, NOTHING CONTAINED IN THIS WARRANT SHALL BE CONSTRUED AS IMPOSING ANY LIABILITIES ON THE HOLDER TO PURCHASE ANY SECURITIES (UPON EXERCISE OF THIS WARRANT OR OTHERWISE) OR AS A SHAREHOLDER OF THE COMPANY, WHETHER SUCH LIABILITIES ARE ASSERTED BY THE COMPANY OR BY CREDITORS OF THE COMPANY, EXCEPT TO THE EXTENT REQUIRED, FROM TIME TO TIME, PURSUANT TO SECTION 1(D) HEREIN. NOTWITHSTANDING THIS SECTION 5, THE COMPANY SHALL PROVIDE THE HOLDER WITH COPIES OF THE SAME NOTICES AND OTHER INFORMATION GIVEN TO THE SHAREHOLDERS OF THE COMPANY GENERALLY, CONTEMPORANEOUSLY WITH THE GIVING THEREOF TO THE SHAREHOLDERS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF AFTER THE SIXTY (60) CALENDAR DAY ANNIVERSARY OF THE ISSUANCE DATE, THE HOLDER IS NOT PERMITTED TO EXERCISE THIS WARRANT IN FULL FOR ANY REASON, THE COMPANY SHALL USE ITS BEST EFFORTS TO PROMPTLY REMEDY SUCH FAILURE, INCLUDING, WITHOUT LIMITATION, OBTAINING SUCH CONSENTS OR APPROVALS AS NECESSARY TO PERMIT SUCH EXERCISE INTO SHARES OF SERIES A CONVERTIBLE PREFERRED STOCK.

6. REISSUANCE OF WARRANTS.

(a) Transfer of Warrant. If this Warrant is to be transferred, the Holder shall surrender this Warrant to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Warrant (in accordance with Section 6(d)), registered as the Holder may request, representing the right to purchase the number of Warrant Preferred Shares being transferred by the Holder and, if less than the total number of Warrant Preferred Shares then underlying this Warrant is being transferred, a new Warrant (in accordance with Section 6(d)) to the Holder representing the right to purchase the number of Warrant Preferred Shares not being transferred.

(b) Lost, Stolen or Mutilated Warrant. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant (as to which a written certification and the indemnification contemplated below shall suffice as such evidence), and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary and reasonable form and, in the case of mutilation, upon surrender and cancellation of this Warrant, the Company shall execute and deliver to the Holder a new Warrant (in accordance with Section 6(d)) representing the right to purchase the Warrant Preferred Shares then underlying this Warrant.

(c) Exchangeable for Multiple Warrants. This Warrant is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Warrant or Warrants (in accordance with Section 6(d)) representing in the aggregate the right to purchase the number of Warrant Preferred Shares then underlying this Warrant, and each such new Warrant will represent the right to purchase such portion of such Warrant Preferred Shares as is designated by the Holder at the time of such surrender; provided, however, no warrants for fractional Warrant Preferred Shares shall be given.

(d) Issuance of New Warrants. Whenever the Company is required to issue a new Warrant pursuant to the terms of this Warrant, such new Warrant (i) shall be of like tenor with this Warrant, (ii) shall represent, as indicated on the face of such new Warrant, the right to purchase the Warrant Preferred Shares then underlying this Warrant (or in the case of a new Warrant being issued pursuant to Section 6(a) or Section 6(c), the Warrant Preferred Shares designated by the Holder which, when added to the number of Warrant Preferred Shares underlying the other new Warrants issued in connection with such issuance, does not exceed the number of Warrant Preferred Shares then underlying this Warrant), (iii) shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issuance Date, and (iv) shall have the same rights and conditions as this Warrant.

7. NOTICES. WHENEVER NOTICE IS REQUIRED TO BE GIVEN UNDER THIS WARRANT, UNLESS OTHERWISE PROVIDED HEREIN, SUCH NOTICE SHALL BE GIVEN IN ACCORDANCE WITH SECTION 9(F) OF THE SECURITIES PURCHASE AGREEMENT. THE COMPANY SHALL PROVIDE THE HOLDER WITH PROMPT WRITTEN NOTICE OF ALL ACTIONS TAKEN PURSUANT TO THIS WARRANT (OTHER THAN THE ISSUANCE OF WARRANT PREFERRED SHARES UPON EXERCISE IN ACCORDANCE WITH THE TERMS HEREOF), INCLUDING IN REASONABLE DETAIL A DESCRIPTION OF SUCH ACTION AND THE REASON THEREFOR.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY WILL GIVE WRITTEN NOTICE TO THE HOLDER (I) PROMPTLY UPON EACH ADJUSTMENT OF THE EXERCISE PRICE AND THE NUMBER OF WARRANT PREFERRED SHARES, SETTING FORTH IN REASONABLE DETAIL, AND CERTIFYING, THE CALCULATION OF SUCH ADJUSTMENT(S), (II) AT LEAST FIFTEEN (15) DAYS PRIOR TO THE DATE ON WHICH THE COMPANY CLOSES ITS BOOKS OR TAKES A RECORD FOR DETERMINING RIGHTS TO VOTE WITH RESPECT TO ANY FUNDAMENTAL TRANSACTION, DISSOLUTION OR LIQUIDATION, PROVIDED IN EACH CASE THAT SUCH INFORMATION SHALL BE MADE KNOWN TO THE PUBLIC PRIOR TO OR IN CONJUNCTION WITH SUCH NOTICE BEING PROVIDED TO THE HOLDER, (III) AT LEAST TEN (10) TRADING DAYS PRIOR TO THE CONSUMMATION OF ANY FUNDAMENTAL TRANSACTION AND (IV) WITHIN ONE (1) BUSINESS DAY OF THE OCCURRENCE OF A TRIGGERING EVENT (AS DEFINED IN THE CERTIFICATE OF DESIGNATIONS), SETTING FORTH IN REASONABLE DETAIL ANY MATERIAL EVENTS WITH RESPECT TO SUCH TRIGGERING EVENT AND ANY EFFORTS BY THE COMPANY TO CURE SUCH TRIGGERING EVENT. TO THE EXTENT THAT ANY NOTICE PROVIDED HEREUNDER CONSTITUTES, OR CONTAINS, MATERIAL, NON-PUBLIC INFORMATION REGARDING THE COMPANY OR ANY OF ITS SUBSIDIARIES (AS DEFINED IN THE SECURITIES PURCHASE AGREEMENT), FROM AND AFTER THE PUBLIC COMPANY DATE, THE COMPANY SHALL SIMULTANEOUSLY FILE SUCH NOTICE WITH THE SEC (AS DEFINED IN THE SECURITIES PURCHASE AGREEMENT) PURSUANT TO A CURRENT REPORT ON FORM 8-K. IF THE COMPANY OR ANY OF ITS SUBSIDIARIES PROVIDES MATERIAL NON-PUBLIC INFORMATION TO THE HOLDER THAT IS NOT SIMULTANEOUSLY FILED IN A CURRENT REPORT ON FORM 8-K AND THE HOLDER HAS NOT AGREED TO RECEIVE SUCH MATERIAL NON-PUBLIC INFORMATION, FROM AND AFTER THE PUBLIC COMPANY DATE, THE COMPANY HEREBY COVENANTS AND AGREES THAT THE HOLDER SHALL NOT HAVE ANY DUTY OF CONFIDENTIALITY TO THE COMPANY, ANY OF ITS SUBSIDIARIES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS WITH RESPECT TO, OR A DUTY TO ANY OF THE FOREGOING NOT TO TRADE ON THE BASIS OF, SUCH MATERIAL NON-PUBLIC INFORMATION. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE TIME OF EXECUTION SPECIFIED BY THE HOLDER IN EACH EXERCISE NOTICE SHALL BE DEFINITIVE AND MAY NOT BE DISPUTED OR CHALLENGED BY THE COMPANY.

8. DISCLOSURE. UPON DELIVERY BY THE COMPANY TO THE HOLDER (OR RECEIPT BY THE COMPANY FROM THE HOLDER) OF ANY NOTICE IN ACCORDANCE WITH THE TERMS OF THIS WARRANT, FROM AND AFTER THE PUBLIC COMPANY DATE, UNLESS THE COMPANY HAS IN GOOD FAITH DETERMINED THAT THE MATTERS RELATING TO SUCH NOTICE DO NOT CONSTITUTE MATERIAL, NON-PUBLIC INFORMATION RELATING TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, FROM AND AFTER THE PUBLIC COMPANY DATE, THE COMPANY SHALL ON OR PRIOR TO 9:00 AM, NEW YORK CITY TIME ON THE BUSINESS DAY IMMEDIATELY FOLLOWING SUCH NOTICE DELIVERY DATE, PUBLICLY DISCLOSE SUCH MATERIAL, NON-PUBLIC INFORMATION ON A CURRENT REPORT ON

FORM 8-K OR OTHERWISE. IN THE EVENT THAT THE COMPANY BELIEVES THAT A NOTICE CONTAINS MATERIAL, NON-PUBLIC INFORMATION RELATING TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, THE COMPANY SO SHALL INDICATE TO THE HOLDER EXPLICITLY IN WRITING IN SUCH NOTICE (OR IMMEDIATELY UPON RECEIPT OF NOTICE FROM THE HOLDER, AS APPLICABLE), AND IN THE ABSENCE OF ANY SUCH WRITTEN INDICATION IN SUCH NOTICE (OR NOTIFICATION FROM THE COMPANY IMMEDIATELY UPON RECEIPT OF NOTICE FROM THE

HOLDER), THE HOLDER SHALL BE ENTITLED TO PRESUME THAT INFORMATION CONTAINED IN THE NOTICE DOES NOT CONSTITUTE MATERIAL, NON-PUBLIC INFORMATION RELATING TO THE COMPANY OR ANY OF ITS SUBSIDIARIES. NOTHING CONTAINED IN THIS SECTION 8 SHALL LIMIT ANY OBLIGATIONS OF THE COMPANY, OR ANY RIGHTS OF THE HOLDER, UNDER SECTION 4(E) OF THE SECURITIES PURCHASE AGREEMENT.

9. ABSENCE OF TRADING AND DISCLOSURE RESTRICTIONS. The Company acknowledges and agrees that the Holder is not a fiduciary or agent of the Company and that the Holder shall have no obligation to (a) maintain the confidentiality of any information provided by the Company or (b) refrain from trading any securities while in possession of such information in the absence of a written non-disclosure agreement signed by an officer of the Holder that explicitly provides for such confidentiality and trading restrictions. In the absence of such an executed, written non-disclosure agreement, the Company acknowledges that the Holder may freely trade in any securities issued by the Company, may possess and use any information provided by the Company in connection with such trading activity, and may disclose any such information to any third party.

10. AMENDMENT AND WAIVER. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE PROVISIONS OF THIS WARRANT MAY BE AMENDED AND THE COMPANY MAY TAKE ANY ACTION HEREIN PROHIBITED, OR OMIT TO PERFORM ANY ACT HEREIN REQUIRED TO BE PERFORMED BY IT, ONLY IF THE COMPANY HAS OBTAINED THE WRITTEN CONSENT OF THE HOLDER. NO WAIVER SHALL BE EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE WAIVING PARTY.

11. SEVERABILITY. IF ANY PROVISION OF THIS WARRANT IS PROHIBITED BY LAW OR OTHERWISE DETERMINED TO BE INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THE PROVISION THAT WOULD OTHERWISE BE PROHIBITED, INVALID OR UNENFORCEABLE SHALL BE DEEMED AMENDED TO APPLY TO THE BROADEST EXTENT THAT IT WOULD BE VALID AND ENFORCEABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF SUCH PROVISION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PROVISIONS OF THIS WARRANT SO LONG AS THIS WARRANT AS SO MODIFIED CONTINUES TO EXPRESS, WITHOUT MATERIAL CHANGE, THE ORIGINAL INTENTIONS OF THE PARTIES AS TO THE SUBJECT MATTER HEREOF AND THE PROHIBITED NATURE, INVALIDITY OR UNENFORCEABILITY OF THE PROVISION(S) IN QUESTION DOES NOT SUBSTANTIALLY IMPAIR THE RESPECTIVE EXPECTATIONS OR RECIPROCAL OBLIGATIONS OF THE PARTIES OR THE PRACTICAL REALIZATION OF THE BENEFITS THAT WOULD OTHERWISE BE CONFERRED UPON THE PARTIES. THE PARTIES WILL ENDEAVOR IN GOOD FAITH NEGOTIATIONS TO REPLACE THE PROHIBITED, INVALID OR UNENFORCEABLE PROVISION(S) WITH A VALID PROVISION(S), THE EFFECT OF WHICH COMES AS CLOSE AS POSSIBLE TO THAT OF THE PROHIBITED, INVALID OR UNENFORCEABLE PROVISION(S).

12. GOVERNING LAW. THIS WARRANT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS WARRANT SHALL BE GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTIONS) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTIONS OTHER THAN THE STATE OF DELAWARE. THE COMPANY HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE

OF PROCESS AND CONSENTS TO PROCESS BEING SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING BY MAILING A COPY THEREOF TO THE COMPANY AT THE ADDRESS SET FORTH IN SECTION 9(F) OF THE SECURITIES PURCHASE AGREEMENT AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE GOOD AND SUFFICIENT SERVICE OF PROCESS AND NOTICE THEREOF. THE COMPANY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN WILMINGTON, DELAWARE, FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR WITH ANY TRANSACTION CONTEMPLATED HEREBY OR DISCUSSED HEREIN, AND HEREBY IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT IN ANY SUIT, ACTION OR PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY SUCH COURT, THAT SUCH SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE OF SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO LIMIT IN ANY WAY ANY RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW. NOTHING CONTAINED HEREIN SHALL BE DEEMED OR OPERATE TO PRECLUDE THE HOLDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION AGAINST THE COMPANY IN ANY OTHER JURISDICTION TO COLLECT ON THE COMPANY'S OBLIGATIONS TO THE HOLDER, TO REALIZE ON ANY COLLATERAL OR ANY OTHER SECURITY FOR SUCH OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT RULING IN FAVOR OF THE HOLDER. **THE COMPANY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS WARRANT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

13. CONSTRUCTION; HEADINGS. THIS WARRANT SHALL BE DEEMED TO BE JOINTLY DRAFTED BY THE COMPANY AND THE HOLDER AND SHALL NOT BE CONSTRUED AGAINST ANY PERSON AS THE DRAFTER HEREOF. THE HEADINGS OF THIS WARRANT ARE FOR CONVENIENCE OF REFERENCE AND SHALL NOT FORM PART OF, OR AFFECT THE INTERPRETATION OF, THIS WARRANT. TERMS USED IN THIS WARRANT BUT DEFINED IN THE OTHER TRANSACTION DOCUMENTS SHALL HAVE THE MEANINGS ASCRIBED TO SUCH TERMS ON THE CLOSING DATE (AS DEFINED IN THE SECURITIES PURCHASE AGREEMENT) IN SUCH OTHER TRANSACTION DOCUMENTS UNLESS OTHERWISE CONSENTED TO IN WRITING BY THE HOLDER.

14. DISPUTE RESOLUTION.

(a) Submission to Dispute Resolution.

(i) In the case of a dispute relating to the Exercise Price or fair market value or the arithmetic calculation of the number of Warrant Preferred Shares (as the case may be) (including, without limitation, a dispute relating to the determination of any of the foregoing), the Company or the Holder (as the case may be) shall submit the dispute to the other party via electronic mail (A) if by the Company, within two (2) Business Days after the occurrence of the circumstances giving rise to such dispute or (B) if by the Holder, at any time after the Holder learned of the circumstances giving rise to such dispute. If the Holder and the Company are unable to promptly resolve such dispute relating to such Exercise Price or such fair market value or such arithmetic calculation of the number of Warrant Preferred Shares (as the case may be), at any time after the second (2^{nd}) Business Day following such initial notice by the Company or the Holder (as the case may be) of such dispute to the Company or the Holder (as the case may be), then the Holder may,

with the consent of the Company (not to be unreasonably or untimely withheld, conditioned or delayed), select an independent, reputable investment bank to resolve such dispute.

(ii) The Holder and the Company shall each deliver to such investment bank (A) a copy of the initial dispute submission so delivered in accordance with the first sentence of this Section 14 and (B) written documentation supporting its position with respect to such dispute, in each case, no later than 5:00 p.m. (New York time) by the fifth (5^{th}) Business Day immediately following the date on which the Holder selected such investment bank (the "**Dispute Submission Deadline**") (the documents referred to in the immediately preceding clauses (A) and (B) are collectively referred to herein as the "**Required Dispute Documentation**") (it being understood and agreed that if either the Holder or the Company fails to so deliver all of the Required Dispute Documentation by the Dispute Submission Deadline, then the party who fails to so submit all of the Required Dispute Documentation shall no longer be entitled to (and hereby waives its right to) deliver or submit any written documentation or other support to such investment bank with respect to such dispute and such investment bank shall resolve such dispute based solely on the Required Dispute Documentation that was delivered to such investment bank prior to the Dispute Submission Deadline). Unless otherwise agreed to in writing by both the Company and the Holder or otherwise requested by such investment bank, neither the Company nor the Holder shall be entitled to deliver or submit any written documentation or other support to such investment bank in connection with such dispute (other than the Required Dispute Documentation).

(iii) The Company and the Holder shall cause such investment bank to determine the resolution of such dispute and notify the Company and the Holder of such resolution no later than ten (10) Business Days immediately following the Dispute Submission Deadline. Such investment bank's resolution of such dispute shall be final and binding upon all parties absent manifest error.

(iv) Any reasonable costs and/or fees, including all reasonable attorneys' fees of all parties and/or the reasonable fees of the investment bank, shall be paid at the resolution of the dispute by the losing party.

(b) Miscellaneous. The Company expressly acknowledges and agrees that (i) this Section 14 constitutes an agreement to arbitrate between the Company and the Holder (and constitutes an arbitration agreement) under the rules then in effect under Delaware Rapid Arbitration Act, as amended, (ii) the terms of this Warrant and each other applicable Transaction Document shall serve as the basis for the selected investment bank's resolution of the applicable dispute, such investment bank shall be entitled (and is hereby expressly authorized) to make all findings, determinations and the like that such investment bank determines are required to be made by such investment bank in connection with its resolution of such dispute, each party shall have the right to submit any dispute described in this Section 14 to any state or federal court sitting in Wilmington, Delaware in lieu of utilizing the procedures set forth in this Section 14 and (iii) nothing in this Section 14 shall limit the Holder from obtaining any injunctive relief or other equitable remedies (including, without limitation, with respect to any matters described in this Section 14).

15. REMEDIES, CHARACTERIZATION, OTHER OBLIGATIONS, BREACHES AND INJUNCTIVE RELIEF. THE REMEDIES PROVIDED IN THIS WARRANT SHALL BE CUMULATIVE AND IN ADDITION TO ALL OTHER REMEDIES AVAILABLE UNDER THIS WARRANT AND THE OTHER TRANSACTION DOCUMENTS, AT LAW OR IN EQUITY (INCLUDING A DECREE OF SPECIFIC PERFORMANCE AND/OR OTHER INJUNCTIVE RELIEF), AND NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE

HOLDER TO PURSUE ACTUAL AND CONSEQUENTIAL DAMAGES FOR ANY FAILURE BY THE COMPANY TO COMPLY WITH THE TERMS OF THIS WARRANT. EACH PARTY AGREES THAT THERE SHALL BE NO CHARACTERIZATION CONCERNING THIS INSTRUMENT OTHER THAN AS EXPRESSLY PROVIDED HEREIN. AMOUNTS SET FORTH OR PROVIDED FOR HEREIN WITH RESPECT TO PAYMENTS, EXERCISES AND THE LIKE (AND THE COMPUTATION THEREOF) SHALL BE THE AMOUNTS TO BE RECEIVED BY THE HOLDER AND SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, BE SUBJECT TO ANY OTHER OBLIGATION OF THE COMPANY (OR THE PERFORMANCE THEREOF). THE COMPANY ACKNOWLEDGES THAT A BREACH BY IT OF ITS OBLIGATIONS HEREUNDER WILL CAUSE IRREPARABLE HARM TO THE HOLDER AND THAT THE REMEDY AT LAW FOR ANY SUCH BREACH MAY BE INADEQUATE. THE COMPANY THEREFORE AGREES THAT, IN THE EVENT OF ANY SUCH BREACH OR THREATENED BREACH, THE HOLDER OF THIS WARRANT SHALL BE ENTITLED, IN ADDITION TO ALL OTHER AVAILABLE REMEDIES, TO SPECIFIC PERFORMANCE AND/OR TEMPORARY, PRELIMINARY AND PERMANENT INJUNCTIVE OR OTHER EQUITABLE RELIEF FROM ANY COURT OF COMPETENT JURISDICTION IN ANY SUCH CASE WITHOUT THE NECESSITY OF PROVING ACTUAL DAMAGES AND WITHOUT POSTING A BOND OR OTHER SECURITY. THE COMPANY SHALL PROVIDE ALL INFORMATION AND DOCUMENTATION TO THE HOLDER THAT IS REASONABLY REQUESTED BY THE HOLDER TO ENABLE THE HOLDER TO CONFIRM THE COMPANY'S COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS WARRANT (INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH SECTION 2 HEREOF). THE ISSUANCE OF SHARES AND CERTIFICATES FOR SHARES AS CONTEMPLATED HEREBY UPON THE EXERCISE OF THIS WARRANT SHALL BE MADE WITHOUT CHARGE TO THE HOLDER OR SUCH SHARES FOR ANY ISSUANCE TAX OR OTHER COSTS IN RESPECT THEREOF, PROVIDED THAT THE COMPANY SHALL NOT BE REQUIRED TO PAY ANY TAX WHICH MAY BE PAYABLE IN RESPECT OF ANY TRANSFER INVOLVED IN THE ISSUANCE AND DELIVERY OF ANY CERTIFICATE IN A NAME OTHER THAN THE HOLDER OR ITS AGENT ON ITS BEHALF.

16. PAYMENT OF COLLECTION, ENFORCEMENT AND OTHER COSTS. If (a) this Warrant is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding or the Holder otherwise takes action to collect amounts due under this Warrant or to enforce the provisions of this Warrant or (b) there occurs any bankruptcy, reorganization, receivership of the company or other proceedings affecting company creditors' rights and involving a claim under this Warrant, then the Company shall pay the costs incurred by the Holder for such collection, enforcement or action or in connection with such bankruptcy, reorganization, receivership or other proceeding, including, without limitation, attorneys' fees and disbursements.

17. TRANSFER. THIS WARRANT MAY BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED WITHOUT THE CONSENT OF THE COMPANY, EXCEPT AS MAY OTHERWISE BE REQUIRED BY SECTION 2(G) OF THE SECURITIES PURCHASE AGREEMENT.

18. CERTAIN DEFINITIONS. FOR PURPOSES OF THIS WARRANT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

(a) "**1933 Act**" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

(b) "**1934 Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

(c) "**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person, it being understood for purposes of this definition that "control" of a Person means the power directly or indirectly either to vote 10% or more of the stock having ordinary voting power for the election of directors of such Person or direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

(d) "**Bloomberg**" means Bloomberg, L.P.

(e) "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home", "shelter-in-place", "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York generally are open for use by customers on such day.

(f) "**Certificate of Designations**" means that certain Certificate of Designation for the Series A Convertible Preferred Stock of the Company, dated as of [____], 2024, as amended from time to time.

(g) "**Closing Bid Price**" and "**Closing Sale Price**" means, for any security as of any date, the last closing bid price and last closing trade price, respectively, for such security on the Principal Market, as reported by Bloomberg, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing bid price or the closing trade price (as the case may be) then the last bid price or last trade price, respectively, of such security prior to 4:00:00 p.m., New York time, as reported by Bloomberg, or, if the Principal Market is not the principal securities exchange or trading market for such security, the last closing bid price or last trade price, respectively, of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or if the foregoing do not apply, the last closing bid price or last trade price, respectively, of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no closing bid price or last trade price, respectively, is reported for such security by Bloomberg, the average of the bid prices, or the ask prices, respectively, of any market makers for such security as reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices). If the Closing Bid Price or the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Bid Price or the Closing Sale Price (as the case may be) of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 14. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

(h) "**Common Stock**" means (i) the Company's shares of common stock, $0.000000001 par value per share, and (ii) any share capital of any Successor Public Company or other Person into which such common stock shall be changed (including, without limitation, any equity security issued in exchange for such common stock in the Business Combination or other similar transaction) or any share capital resulting from a reclassification of such common stock.

(i) "**Common Warrants**" has the meaning ascribed to such term in the Securities Purchase Agreement, and shall include all warrants issued in exchange therefor or replacement thereof.

(j) "**Convertible Securities**" means any stock or other security (other than Options) that is at any time and under any circumstances, directly or indirectly, convertible into, exercisable or exchangeable for, or which otherwise entitles the holder thereof to acquire, any shares of Common Stock.

(k) "**Eligible Market**" means The New York Stock Exchange, the NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market, or the Nasdaq Capital Market.

(l) "**Equity Conditions**" means, with respect to an given date of determination: (i) on such applicable date of determination one or more registration statements (each, the "**Forced Exercise Registration Statement**") shall be effective and the prospectus contained therein shall be available on such applicable date of determination (with, for the avoidance of doubt, any shares of Common Stock previously sold pursuant to such prospectus deemed unavailable) for the resale of all shares of Common Stock (the "**Conversion Shares**") issuable upon conversion of the Series A Convertible Preferred Stock then outstanding and such Warrant Preferred Shares to be issued in connection with the event requiring such determination, without regard to any limitations on conversion set forth in the Certificate of Designations, at the Alternate Conversion Price (as defined in the Certificate of Designations) then in effect (such applicable aggregate number

of shares of Common Stock, each, a "**Required Minimum Securities Amount**"); (ii) on each day during the period beginning thirty (30) calendar days prior to the applicable date of determination and ending on and including the applicable date of determination (the "**Equity Conditions Measuring Period**"), the Common Stock (including all shares of Common Stock issuable upon conversion of the Series A Convertible Preferred Stock then outstanding and the Warrant Preferred Shares to be issued in the event requiring this determination) is listed or designated for quotation (as applicable) on an Eligible Market and shall not have been suspended from trading on an Eligible Market (other than suspensions of not more than two (2) days and occurring prior to the applicable date of determination due to business announcements by the Company) nor shall delisting or suspension by an Eligible Market have been threatened (with a reasonable prospect of delisting occurring after giving effect to all applicable notice, appeal, compliance and hearing periods) or reasonably likely to occur or pending as evidenced by (A) a writing by such Eligible Market or (B) the Company falling below the minimum listing maintenance requirements of the Eligible Market on which the Common Stock is then listed or designated for quotation (as applicable); (iii) during the Equity Conditions Measuring Period, the Company shall have delivered all Warrant Preferred Shares issuable upon exercise of this Warrant on a timely basis as set forth in Section 1 hereof and all other shares of capital stock required to be delivered by the Company on a timely basis as set forth in the other Transaction Documents; (iv) any Warrant Preferred Shares to be issued in connection with the event requiring determination (and the Required Minimum Securities Amount of Conversion Shares related thereto and issuable upon conversion of the Preferred Shares then outstanding (in each case, without regard to any limitations on conversion set forth in the Certificate of Designations and at the Alternate Conversion Price then in effect) may be issued in full without violating the rules or regulations of the Eligible Market on which the Common Stock is then listed or designated for quotation (as applicable); (v) on each day during the Equity Conditions Measuring Period, no public announcement of a pending, proposed or intended Fundamental Transaction shall have occurred which has not been abandoned, terminated or consummated; (vi) the Company shall have no knowledge of any fact that would reasonably be expected to cause the applicable Forced Exercise Registration Statement to not be effective or the prospectus contained therein to not be available for the resale by the Holder of the Required Minimum Securities Amount of Conversion Shares related to all Preferred Shares then outstanding and any Warrant Preferred Shares to be issued in connection with such determination, respectively, and either (x) the Company fails for any

reason to satisfy the requirements under Rule 144(c)(1), including, without limitation, the failure to satisfy the current public information requirement under Rule 144(c) or (y) the Company has ever been an issuer described in Rule 144(i)(1)(i) or becomes such an issuer in the future, and the Company shall fail to satisfy any condition set forth in Rule 144(i)(2); (vii) the Holder shall not be in possession of any material, non-public information provided to any of them by the Company, any of its Subsidiaries or any of their respective affiliates, employees, officers, representatives, agents or the like; (viii) on each day during the Equity Conditions Measuring Period, the Company otherwise shall have been in compliance with each, and shall not have breached any representation or warranty in any material respect (other than representations or warranties subject to material adverse effect or materiality, which may not be breached in any respect) or any covenant or other term or condition of any Transaction Document, including, without limitation, the Company shall not have failed to timely make any payment pursuant to any Transaction Document; (ix) there shall not have occurred any Volume Failure or Price Failure as of such applicable date of determination; (x) on each day during the Equity Conditions Measuring Period, on the applicable date of determination (A) no Authorized Share Failure shall exist or be continuing, (B) all Warrant Preferred Shares to be issued in connection with the event requiring this determination may be issued in full without resulting in an Authorized Share Failure (as defined in Section 1(e) above) and (C) the

issuance of the Conversion Shares issuable upon conversion of such Warrant Preferred Shares and the Series A Convertible Preferred Stock then outstanding (assuming, for such purpose, that all the Series A Convertible Preferred Stock then outstanding and such Warrant Preferred Shares are converted at the Alternate Conversion Price then in effect and without regard to any limitations on conversion set forth in the Certificate of Designations) will not result in an Authorized Share Failure (as defined in the Certificate of Designations); (xi) on each day during the Equity Conditions Measuring Period, there shall not have occurred and there shall not exist a Triggering Event (as defined in the Certificate of Designations) or an event that with the passage of time or giving of notice would constitute a Triggering Event (regardless of whether the Holder has submitted a Triggering Event Redemption Notice (as defined in the Certificate of Designations), as applicable); (xii) the shares of Common Stock issuable upon conversion of all of the Preferred Shares issued pursuant to the Securities Purchase Agreement and issuable upon exercise of the SPA Preferred Warrants are duly authorized and listed and eligible for trading without restriction on an Eligible Market (assuming, for such purpose, that all the Preferred Shares then outstanding and such Warrant Preferred Shares are converted at the Alternate Conversion Price then in effect and without regard to any limitations on conversion set forth in the Certificate of Designations); (xiii) no bone fide dispute shall exist, by and between any of holder of Series A Convertible Preferred Stock, SPA Preferred Warrants or Common Warrants, the Company, the Principal Market (or such applicable Eligible Market in which the Common Stock of the Company is then principally trading) and/or FINRA with respect to any term or provision of the Certificate of Designations, any SPA Preferred Warrant, any Common Warrant or any other Transaction Document and (xiv) the Company shall have obtained the Shareholder Approval (as defined in the Securities Purchase Agreement), which shall remain in full force and effect as of such date of determination.

(m) "**Equity Conditions Failure**" means that on each day during the period commencing on the Trading Day immediately prior to the applicable Forced Exercise Notice Date through and including the applicable Forced Exercise Date, the Equity Conditions have not been satisfied (or waived in writing by the Holder).

(n) "**Expiration Date**" means the date that is the one year anniversary of the date of Initial Exercisability Date (or such later date as extended by written consent of the Company and the Holder) or, if such date falls on a day other than a Trading Day or on which trading does not take place on the Principal Market (a "**Holiday**"), the next date that is not a Holiday.

(o) "**Fundamental Transaction**" means (A) that the Company shall, directly or indirectly, including through subsidiaries, Affiliates or otherwise, in one or more related transactions, (i) consolidate or merge with or into (whether or not the Company is the surviving corporation) another Subject Entity, or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company or any of its "significant subsidiaries" (as defined in Rule 1-02 of Regulation S-X) to one or more Subject Entities, or (iii) make, or allow one or more Subject Entities to make, or allow the Company to be subject to or have its Common Stock be subject to or party to one or more Subject Entities making, a purchase, tender or exchange offer that is accepted by the holders of at least either (x) 50% of the outstanding shares of Common Stock, (y) 50% of the outstanding shares of Common Stock calculated as if any shares of Common Stock held by all Subject Entities making or party to, or Affiliated with any Subject Entities making or party to, such purchase, tender or exchange offer were not outstanding; or (z) such number of shares of Common Stock such that all Subject Entities making or party to, or Affiliated with any Subject Entity making or

party to, such purchase, tender or exchange offer, become collectively the beneficial owners (as defined in Rule 13d-3 under the 1934 Act) of at least 50% of the outstanding shares of Common Stock, or (iv) consummate a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with one or more Subject Entities whereby all such Subject Entities, individually or in the aggregate, acquire, either (x) at least 50% of the outstanding shares of Common Stock, (y) at least 50% of the outstanding shares of Common Stock calculated as if any shares of Common Stock held by all the Subject Entities making or party to, or Affiliated with any Subject Entity making or party to, such stock purchase agreement or other business combination were not outstanding; or (z) such number of shares of Common Stock such that the Subject Entities become collectively the beneficial owners (as defined in Rule 13d-3 under the 1934 Act) of at least 50% of the outstanding shares of Common Stock, or (v) reorganize, recapitalize or reclassify its Common Stock, (B) that the Company shall, directly or indirectly, including through subsidiaries, Affiliates or otherwise, in one or more related transactions, allow any Subject Entity individually or the Subject Entities in the aggregate to be or become the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, whether through acquisition, purchase, assignment, conveyance, tender, tender offer, exchange, reduction in outstanding shares of Common Stock, merger, consolidation, business combination, reorganization, recapitalization, spin-off, scheme of arrangement, reorganization, recapitalization or reclassification or otherwise in any manner whatsoever, of either (x) at least 50% of the aggregate ordinary voting power represented by issued and outstanding Common Stock, (y) at least 50% of the aggregate ordinary voting power represented by issued and outstanding Common Stock not held by all such Subject Entities as of the date of this Warrant calculated as if any shares of Common Stock held by all such Subject Entities were not outstanding, or (z) a percentage of the aggregate ordinary voting power represented by issued and outstanding shares of Common Stock or other equity securities of the Company sufficient to allow such Subject Entities to effect a statutory short form merger or other transaction requiring other shareholders of the Company to surrender their shares of Common Stock without approval of the shareholders of the Company or (C) directly or indirectly, including through subsidiaries, Affiliates or otherwise, in one or more related transactions, the issuance of or the entering into any other instrument or transaction structured in a manner to circumvent, or that circumvents, the intent of this definition in which case this definition shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this definition to the extent necessary to correct this definition or any portion of this definition which may be defective or inconsistent with the intended treatment of such instrument or transaction.

(p) "**Group**" means a "group" as that term is used in Section 13(d) of the 1934 Act and as defined in Rule 13d-5 thereunder.

(q) "**Holder Pro Rata Amount**" means a fraction (i) the numerator of which is the aggregate number of shares of Series A Convertible Preferred Stock issued to the Holder on the Closing Date and (ii) the denominator of which is the aggregate number of shares of Series A Convertible Preferred Stock issued to the initial purchasers pursuant to the Securities Purchase Agreement on the Closing Date.

(r) "**Options**" means any rights, warrants or options to subscribe for or purchase Common Shares or Convertible Securities (as defined in the Securities Purchase Agreement).

(s) "**Parent Entity**" of a Person means an entity that, directly or indirectly, controls the applicable Person and whose common stock or equivalent equity security is quoted or listed on an Eligible Market, or, if there is more than one such Person or Parent Entity, the Person or Parent Entity with the largest public market capitalization as of the date of consummation of the Fundamental Transaction.

(t) "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or a government or any department or agency thereof.

(u) "**Price Failure**" means, with respect to a particular date of determination, the VWAP of the Common Stock on any Trading Day during the twenty (20) Trading Day period ending on the Trading Day immediately preceding such date of determination fails to exceed $1.00 (as adjusted for stock splits, stock dividends, stock combinations, recapitalizations or other similar transactions occurring after the Subscription Date). All such determinations to be appropriately adjusted for any stock splits, stock dividends, stock combinations, recapitalizations or other similar transactions during any such measuring period. Notwithstanding the foregoing, at any time, and for any period of time, as applicable, the Holder may lower any dollar threshold specified in this definition to any lower dollar threshold, in each case, as specified by the Holder in a written notice to the Company.

(v) "**Principal Market**" means the initial Eligible Market that is the principal securities exchange market for the Common Stock after the Public Company Date (as defined in the Common Warrants).

(w) "**SEC**" means the United States Securities and Exchange Commission or the successor thereto.

(x) "**Series A Convertible Preferred Stock**" means (i) the Company's Series A Convertible Preferred Stock, $0.000000001 par value per share, issued and issuable pursuant to the Series A Certificate of Designations and (ii) any capital stock into which such Series A Convertible Preferred Stock shall have been changed or any share capital resulting from a reclassification of such Series A Convertible Preferred Stock.

(y) "**Subject Entity**" means any Person, Persons or Group or any Affiliate or associate of any such Person, Persons or Group.

(z) "**Successor Entity**" means the Person (or, if so elected by the Holder, the Parent Entity) formed by, resulting from or surviving any Fundamental Transaction or the Person (or, if so elected by the Holder, the Parent Entity) with which such Fundamental Transaction shall have been entered into.

(aa) "**Trading Day**" means, as applicable, (x) with respect to all price or trading volume determinations relating to the Common Stock, any day on which the Common Stock is traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Common Stock, then on the principal securities

exchange or securities market on which the Common Stock is then traded, provided that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York time) unless such day is otherwise designated as a Trading Day in writing by the Holder or (y) with respect to all determinations other than price or trading volume determinations relating to the Common Stock, any day on which The New York Stock Exchange (or any successor thereto) is open for trading of securities.

(bb) "**Volume Failure**" means, means, with respect to a particular date of determination, if either (x) the aggregate daily dollar trading volume (as reported on Bloomberg) of the Common Stock on the Principal Market on more than five (5) Trading Days during the twenty (20) Trading Day period ending on the Trading Day immediately preceding such date of determination, or (y) the aggregate daily dollar trading volume (as reported on Bloomberg) of the Common Stock on the Principal Market on any Trading Day during the five (5) Trading Day period ending on the Trading Day immediately preceding such date of determination, as applicable, is less than $20,000. Notwithstanding the foregoing, at any time, and for any period of time, as applicable, the Holder may lower any dollar threshold specified in this definition to any lower dollar threshold, in each case, as specified by the Holder in a written notice to the Company.

(cc) "**VWAP**" means, for any security as of any date, the dollar volume-weighted average price for such security on the Principal Market (or, if the Principal Market is not the principal trading market for such security, then on the principal securities exchange or securities market on which such security is then traded), during the period beginning at 9:30 a.m., New York time, and ending at 4:00 p.m., New York time, as reported by Bloomberg through its "VAP" function (set to 09:30 start time and 16:00 end time) or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30 a.m., New York time, and ending at 4:00 p.m., New York time, as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices). If the VWAP cannot be calculated for such security on such date on any of the foregoing bases, the VWAP of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 14. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination, recapitalization or other similar transaction during such period.

[*signature page follows*]

IN WITNESS WHEREOF, the Company has caused this Warrant to Purchase Series A Convertible Preferred Stock to be duly executed as of the Issuance Date set out above.

PHYTANIX BIO, INC.

By: /s/ Barrett Evans

Name: Barrett Evans
Title: CEO

EXHIBIT A

EXERCISE NOTICE

TO BE EXECUTED BY THE REGISTERED HOLDER TO EXERCISE THIS WARRANT TO PURCHASE SERIES A CONVERTIBLE PREFERRED STOCK

PHYTANIX BIO, INC.

The undersigned holder hereby elects to exercise the Warrant to Purchase Series A Convertible Preferred Stock, No. [ ] (the "**Warrant**") of Phytanix Bio, Inc., a Nevada corporation (the "**Company**") as specified below. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

1. Payment of Exercise Price. The Holder shall pay the Aggregate Exercise Price in the sum of $_____ to the Company in accordance with the terms of the Warrant.

2. Delivery of Warrant Preferred Shares. The Company shall deliver to Holder, or its designee or agent as specified below, _____ shares of Series A Convertible Preferred Stock in accordance with the terms of the Warrant. Delivery shall be made to Holder, or for its benefit, as a certificate to the following name and to the following address:

Issue to: _____

_____

_____

Date: _____ __,

Name of Registered Holder

By:
Name:
Title:

Tax ID:_____

E-mail Address:_____

[1] Insert in Series A Preferred Warrant: [___]

[FORM OF SERIES B WARRANT]

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES. THE NUMBER OF PREFERRED SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT MAY BE LESS THAN THE AMOUNTS SET FORTH ON THE FACE HEREOF PURSUANT TO SECTION 1(a) OF THIS WARRANT.

PHYTANIX BIO, INC.

SERIES B WARRANT TO PURCHASE
SERIES A CONVERTIBLE PREFERRED STOCK

Series B Preferred Warrant No.: PBW-[ ]

Date of Issuance: _____, [ ] 20__ ("**Issuance Date**")

Phytanix Bio, Inc., a Nevada corporation (the "**Company**"), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, , the registered holder hereof or its permitted assigns (the "**Holder**"), is entitled, subject to the terms set forth below, to purchase from the Company, at the Exercise Price (as defined below) then in effect, upon exercise of this Warrant to Purchase Series A Convertible Preferred Stock (including any Warrants to Purchase Series A Convertible Preferred Stock issued in exchange, transfer or replacement hereof, the "**Warrant**"), at any time or times on or after the Public Company Date (as defined below) (the "**Initial Exercisability Date**"), but not after 11:59 p.m., New York time, on the Expiration Date (as defined below), [_____](subject to adjustment as provided herein) fully paid and non-assessable shares of Series A Convertible Preferred Stock (the "**Warrant Preferred Shares**"). This Warrant is one of the Warrants (as defined in the Securities Purchase Agreement (as defined below)) to purchase Series A Convertible Preferred Stock (the "**SPA Preferred Warrants**") issued pursuant to Section 1 of that certain Securities Purchase Agreement, dated as of [____], 2024 (the "**Subscription Date**"), by and among the Company and the investors (the "**Buyers**") referred to therein, as amended from time to time (the "**Securities Purchase Agreement**"). Except as otherwise defined herein, capitalized terms in this Warrant shall have the meanings set forth in Section 18.

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1. EXERCISE OF WARRANT.

(a) Mechanics of Exercise. Subject to the terms and conditions hereof, this Warrant may be exercised by the Holder on any day on or after the Initial Exercisability Date (an "**Exercise Date**"), in whole or in part,

by delivery (whether via e-mail or otherwise) of a written notice, in the form attached hereto as **Exhibit A** (the "**Exercise Notice**"), of the Holder's election to exercise this Warrant. Within one (1) Trading Day following an exercise of this Warrant as aforesaid, the Holder shall deliver payment to the Company of an amount equal to the Exercise Price in effect on the date of such exercise multiplied by the number of Warrant Preferred Shares as to which this Warrant was so exercised (the "**Aggregate Exercise Price**") in cash or via wire transfer of immediately available funds. The Holder shall not be required to deliver the original of this Warrant in order to effect an exercise hereunder. Execution and delivery of an Exercise Notice with respect to less than all of the Warrant Preferred Shares shall have the same effect as cancellation of the original of this Warrant and issuance of a new Warrant evidencing the right to purchase the remaining number of Warrant Preferred Shares. Execution and delivery of an Exercise Notice for all of the then-remaining Warrant Preferred Shares shall have the same effect as cancellation of the original of this Warrant after delivery of the Warrant Preferred Shares in accordance with the terms hereof. On or before the first (1st) Trading Day following the date on which the Company has received such Exercise Notice (or such earlier date as required pursuant to the 1934 Act or other applicable law, rule or regulation for the settlement of a trade of such Warrant Preferred Shares initiated on the applicable Exercise Date), the Company shall issue and deliver (via reputable overnight courier) to the address as specified in the Exercise Notice, a certificate, registered in the name of the Holder or its designee, for the number of Warrant Preferred Shares to which the Holder shall be entitled pursuant to such exercise. Upon delivery of an Exercise Notice and the release, at the direction of the Holder, of a wire (or irrevocable wire instructions to send the wire as soon as commercially practicable, but in no event later than the next Trading Day) of the Aggregate Exercise Price to the Company (the "**Exercise Conditions**"), the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Preferred Shares with respect to which this Warrant has been exercised (including, without limitation, the right to convert such Warrant Preferred Shares), irrespective of the date of delivery of the certificates evidencing such Warrant Preferred Shares (as the case may be); provided, that the Holder shall be deemed to have waived any voting rights of any such Warrant Shares that may arise with respect to any record date during the period commencing on such Exercise Date, through, and including, such applicable Share Delivery Date (as defined below) (each, an "**Exercise Period**"), as necessary, such that the aggregate voting rights of any Common Stock (including such Warrant Shares) beneficially owned by the Holder and/or any Attribution Parties, collectively, on any such record date shall not exceed the Maximum Percentage (as defined below) as a result of any such exercise of this Warrant. If a certificate with respect to this Warrant is delivered to the Company in connection with any exercise pursuant to this Section 1(a) and the number of Warrant Preferred Shares represented by this Warrant submitted for exercise is greater than the number of Warrant Preferred Shares being acquired upon an exercise, then, at the request of the Holder, the Company shall as soon as practicable and in no event later than one (1) Business Day after any exercise and at its own expense, issue and deliver to the Holder (or its designee) a new Warrant (in accordance with Section 6(d)) representing the right to purchase the number of Warrant Preferred Shares purchasable immediately prior to such exercise under this Warrant, less the number of Warrant Preferred Shares with respect to which this Warrant is exercised. No fractional Warrant Preferred Shares are to be issued upon the exercise of this Warrant, but rather the number of Warrant Preferred Shares to be issued

shall be rounded up to the nearest whole number. The Company shall pay any and all transfer, stamp, issuance and similar taxes, costs and expenses that may be payable with respect to the issuance and delivery of Warrant Preferred Shares upon exercise of this Warrant. Notwithstanding the foregoing, the Company's failure to deliver Warrant Preferred Shares to the Holder on or prior to the later of (i) one (1) Trading Day after receipt of the applicable Exercise Notice (or such earlier date as required pursuant to the 1934 Act or other applicable law, rule or regulation for the settlement of a trade of such Warrant Preferred Shares initiated on the applicable Exercise Date) and (ii) one (1) Trading Day after the Company's receipt of the Aggregate Exercise Price (such later date, the "**Share Delivery Deadline**") shall not be deemed to be a breach of this Warrant. For the avoidance of doubt, the

Holder may convert the Warrant Preferred Shares into shares of Common Stock in accordance with the terms of the Certificate of Designations at any time, at the option of the Holder, following its satisfaction of the applicable Exercise Conditions (whether or not a certificate with respect to such Warrant Preferred Shares has been delivered to the Holder on or prior to such time of conversion).

(b) Exercise Price. For purposes of this Warrant, "**Exercise Price**" means $750, subject to adjustment as provided herein.

(c) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the number of Warrant Preferred Shares to be issued pursuant to the terms hereof, the Company shall promptly issue to the Holder the number of Warrant Preferred Shares that are not disputed and resolve such dispute in accordance with Section 14.

(d) Forced Exercise.

(i) General. At any time after the three (3) month anniversary of the Initial Exercisability Date, so long as no Equity Conditions Failure then exists (unless waived in writing by the Holder), as of the applicable date of determination (each such applicable date, a "**Forced Exercise Eligibility Date**"), the Company shall have the right to require the Holder to exercise this Warrant into up to such aggregate number of fully paid, validly issued and non-assessable Warrant Preferred Shares equal to the Holder Pro Rata Amount of [____][1] Warrant Preferred Shares (as applicable, the "**Maximum Forced Exercise Share Amount**"), as designated in the applicable Forced Exercise Notice (as defined below) to be issued and delivered in accordance with Section 1(a) hereof (each, a "**Forced Exercise**"). The Company may exercise its right to require a Forced Exercise under this Section 1(d) by delivering a written notice thereof, at one, or more times, by electronic mail to all, but not less than all, of the holders of SPA Preferred Warrants (each, a "**Forced Exercise Notice**", and the date thereof, each a "**Forced Exercise Notice Date**") on a Forced Exercise Eligibility Date. For purposes of Section 1(a) hereof, "Forced Exercise Notice" shall be deemed to replace "Exercise Notice" for all purposes thereunder as if the Holder delivered an Exercise Notice to the Company on the Forced Exercise Notice Date, *mutatis mutandis*. Each Forced Exercise Notice shall be irrevocable. Each Forced Exercise Notice shall state (i) the Trading Day selected for the Forced Exercise in accordance with this Section 1(d), which Trading Day shall be the second (2nd) Trading Day (or such earlier date as the Holder may designate to the Company in writing) following the applicable Forced Exercise Notice Date (each, a "**Forced Exercise Date**"), (ii) the aggregate portion of this Warrant and the SPA Preferred Warrants subject to forced exercise from the Holder and all of the holders of the SPA Preferred Warrants pursuant to this Section 1(d) (and analogous provisions under the SPA Preferred

Warrants), (iii) the Maximum Forced Exercise Share Amount applicable to the Holder (including calculations and any other documents reasonably requested by the Holder with respect thereto) and (iv) that there has been no Equity Conditions Failure (or specifying any such Equity Conditions Failure that then exists, with an acknowledgement that unless such Equity Conditions are waived, in whole or in part, such Forced Exercise Notice will be invalid). Notwithstanding anything herein to the contrary, if an Equity Conditions Failure occurs at any time after a Forced Exercise Notice Date and prior to the time of consummation of such applicable Forced Exercise, (A) the Company shall provide the Holder a subsequent notice to that effect and (B) unless the Holder waives the applicable Equity Conditions Failure, the Forced Exercise shall be cancelled and the applicable Forced Exercise Notice shall be null and void. For the avoidance of doubt, if any Triggering Event (as defined in the Certificate of Designations) has occurred and continuing, unless such Triggering Event has been waived, in whole or in part, in

writing by the Holder, Company shall have no right to effect a Forced Exercise; provided, that such Triggering Event, as applicable, shall have no effect upon the Holder's right to exercise this Warrant in its discretion. Notwithstanding the foregoing, the Company's right to either (x) elect to require a Forced Exercise hereunder and/or (y) consummate any pending Forced Exercise in which the Company has properly delivered a Forced Exercise Notice to the Holder hereunder, as applicable, shall automatically terminate (and any such pending Forced Exercise Notice, if any, shall be null and void), at such time as either the Company and/or any of its Subsidiaries, as applicable, shall have, directly or indirectly, either (A) entered into one or more agreements to, issue, offer, sell, grant any option or right to purchase, or otherwise dispose of any equity security or any equity-linked or related security (including, without limitation, any "equity security" (as that term is defined under Rule 405 promulgated under the 1933 Act), any Convertible Securities and/or any Options, as applicable (in each case, other than with respect to the Excluded Securities (as defined in the Certificate of Designations)) with aggregate gross proceeds of at least $2,000,000 (assuming for the purposes thereof the issuance of all such securities issuable thereunder or in accordance therewith, as applicable, without regard to any limitations on conversion, exercise or exchange therein or thereunder, as applicable) at any time during the period commencing on the Subscription Date and ending on the Expiration Date, with any Person other than the Holder (each, a "**Triggering Subsequent Placement**") and/or (B) consummated any Triggering Subsequent Placement.

(ii) Pro Rata Exercise Requirement. If the Company elects to cause a Forced Exercise of this Warrant pursuant to this Section 1(d), then it must simultaneously take the same action in the same proportion with respect to all of the SPA Preferred Warrants.

(e) Reservation of Shares. So long as this Warrant remains outstanding, the Company shall at all times keep reserved for issuance under this Warrant a number of shares of Series A Convertible Preferred Stock at least equal to 100% of the maximum number of shares of Series A Convertible Preferred Stock as shall be necessary to satisfy the Company's obligation to issue shares of Series A Convertible Preferred Stock under the SPA Preferred Warrants then outstanding (without regard to any limitations on exercise) (the "**Required Reserve Amount**"); provided that at no time shall the number of shares of Series A Convertible Preferred Stock reserved pursuant to this Section 1(e) be reduced other than proportionally in connection with any exercise or redemption of SPA Preferred Warrants or such other event covered by Section 2(a) below.

The Required Reserve Amount (including, without limitation, each increase in the number of shares so reserved) shall be allocated pro rata among the holders of the SPA Preferred Warrants based on number of shares of Series A Convertible Preferred Stock issuable upon exercise of SPA Preferred Warrants held by each holder on the Closing Date (without regard to any limitations on exercise) or increase in the number of reserved shares, as the case may be (the "**Authorized Share Allocation**"). In the event that a holder shall sell or otherwise transfer any of such holder's SPA Preferred Warrants, each transferee shall be allocated a pro rata portion of such holder's Authorized Share Allocation. Any shares of Series A Convertible Preferred Stock reserved and allocated to any Person which ceases to hold any SPA Preferred Warrants shall be allocated to the remaining holders of SPA Preferred Warrants, pro rata based on the number of Warrant Preferred Shares issuable upon exercise of the SPA Preferred Warrants then held by such holders (without regard to any limitations on exercise). If, notwithstanding the foregoing, and not in limitation thereof, at any time while any of the SPA Preferred Warrants remain outstanding, the Company does not have a sufficient number of authorized and unreserved shares of Series A Convertible Preferred Stock to satisfy its obligation to reserve the Required Reserve Amount (an "**Authorized Share Failure**"), then the Company shall immediately take all action necessary to increase the Company's authorized shares of Series A Convertible Preferred Stock to an amount sufficient to allow the Company to reserve the Required Reserve Amount for all the

SPA Preferred Warrants then outstanding. Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of an Authorized Share Failure, but in no event later than sixty (60) days after the occurrence of such Authorized Share Failure, the Company shall hold a meeting of its shareholders for the approval of an increase in the number of authorized shares of Series A Convertible Preferred Stock. In connection with such meeting, the Company shall provide each shareholder with a proxy statement and shall use its best efforts to solicit its shareholders' approval of such increase in authorized shares of Series A Convertible Preferred Stock and to cause its board of directors to recommend to the shareholders that they approve such proposal. Notwithstanding the foregoing, if any such time of an Authorized Share Failure, the Company is able to obtain the written consent of a majority of its issued and outstanding shares of Series A Convertible Preferred Stock to approve the increase in the number of authorized shares of Series A Convertible Preferred Stock, the Company may satisfy this obligation by obtaining such consent and submitting for filing with the SEC an Information Statement on Schedule 14C.

2. ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF WARRANT PREFERRED SHARES. THE EXERCISE PRICE AND NUMBER OF WARRANT PREFERRED SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT ARE SUBJECT TO ADJUSTMENT FROM TIME TO TIME AS SET FORTH IN THIS SECTION 2.

(a) Stock Dividends and Splits. If the Company, at any time on or after the Subscription Date, (i) pays a stock dividend on one or more classes of its then outstanding Warrant Preferred Shares or otherwise makes a distribution on any class of capital stock that is payable in Warrant Preferred Shares, (ii) subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its then outstanding Warrant Preferred Shares into a larger number of shares or (iii) combines (by combination, reverse stock split or otherwise) one or more classes of its then outstanding Warrant Preferred Shares into a smaller number of shares then in each such case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of Warrant Preferred Shares outstanding immediately before such event and of which the

denominator shall be the number of Warrant Preferred Shares outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution, and any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this paragraph occurs during the period that an Exercise Price is calculated hereunder, then the calculation of such Exercise Price shall be adjusted appropriately to reflect such event.

(b) Number of Warrant Preferred Shares. Simultaneously with any adjustment to the Exercise Price pursuant to this Section 2, the number of Warrant Preferred Shares that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted number of Warrant Preferred Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment (without regard to any limitations on exercise contained herein).

(c) Voluntary Adjustment By Company. Subject to the rules and regulations of the Principal Market, the Company may at any time during the term of this Warrant, with the prior written consent of the Required Holders (as defined in the Securities Purchase Agreement), reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the board of directors of the Company.

3. FUNDAMENTAL TRANSACTIONS.

(a) Fundamental Transactions. The Company shall not enter into or be party to a Fundamental Transaction unless (i) the Successor Entity assumes in writing all of the obligations of the Company under this Warrant and the other Transaction Documents (as defined in the Securities Purchase Agreement) in accordance with the provisions of this Section 3(a) pursuant to written agreements in form and substance reasonably satisfactory to the Holder, including agreements to deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant, including, without limitation, which is exercisable for a corresponding number of shares of capital stock equivalent to the shares of Series A Convertible Preferred Stock acquirable and receivable upon exercise of this Warrant prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Series A Convertible Preferred Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such adjustments to the number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction) and (ii) the Successor Entity (including its Parent Entity) is a publicly traded corporation whose common stock is quoted on or listed for trading on an Eligible Market. Upon the consummation of each Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of the applicable Fundamental Transaction, the provisions of this Warrant and the other Transaction Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein. Upon consummation of each Fundamental Transaction, the Successor

Entity shall deliver to the Holder confirmation that there shall be issued upon exercise of this Warrant at any time after the consummation of the applicable Fundamental Transaction, in lieu of the shares of Series A Convertible Preferred Stock (or other securities, cash, assets or other property) issuable upon the exercise of this Warrant prior to the applicable Fundamental Transaction, such shares of publicly traded common stock (or its equivalent) of the Successor Entity (including its Parent Entity) which the Holder would have been entitled to receive upon the happening of the applicable Fundamental Transaction had this Warrant been completely exercised (and the underlying Warrant Preferred Shares completely converted) immediately prior to the applicable Fundamental Transaction (without regard to any limitations on the conversion of the Warrant Preferred Shares), as adjusted in accordance with the provisions of this Warrant. Notwithstanding the foregoing, the Holder may elect, at its sole option, by delivery of written notice to the Company to waive this Section 3(a) to permit the Fundamental Transaction without the assumption of this Warrant. In addition to and not in substitution for any other rights hereunder, prior to the consummation of each Fundamental Transaction pursuant to which holders of shares of Common Stock are entitled to receive securities or other assets with respect to or in exchange for shares of Common Stock (a "**Corporate Event**"), the Company shall make appropriate provision to insure that the Holder will thereafter have the right to receive upon an exercise of this Warrant and conversion of the underlying Warrant Preferred Shares at any time after the consummation of the applicable Fundamental Transaction but prior to the Expiration Date, in lieu of the shares of the Common Stock (or other securities, cash, assets or other property) issuable upon the exercise of the Warrant and conversion of the underlying Warrant Preferred Shares prior to such Fundamental Transaction, such shares of stock, securities, cash, assets or any other property whatsoever (including warrants or other purchase or subscription rights) which the Holder would have been entitled to receive upon the happening of the applicable Fundamental Transaction had this Warrant been exercised and converted into Warrant Preferred Shares immediately prior to the applicable Fundamental Transaction (without regard to any

limitations on the exercise of this Warrant). Provision made pursuant to the preceding sentence shall be in a form and substance reasonably satisfactory to the Holder.

(b) Application. The provisions of this Section 3 shall apply similarly and equally to successive Fundamental Transactions and Corporate Events and shall be applied as if this Warrant (and any such subsequent warrants) were fully exercisable and without regard to any limitations on the exercise of this Warrant.

4. NONCIRCUMVENTION. THE COMPANY HEREBY COVENANTS AND AGREES THAT THE COMPANY WILL NOT, BY AMENDMENT OF ITS ARTICLES OF INCORPORATION (AS DEFINED IN THE SECURITIES PURCHASE AGREEMENT), BYLAWS (AS DEFINED IN THE SECURITIES PURCHASE AGREEMENT) OR THROUGH ANY REORGANIZATION, TRANSFER OF ASSETS, CONSOLIDATION, MERGER, SCHEME OF ARRANGEMENT, DISSOLUTION, ISSUANCE OR SALE OF SECURITIES, OR ANY OTHER VOLUNTARY ACTION, AVOID OR SEEK TO AVOID THE OBSERVANCE OR PERFORMANCE OF ANY OF THE TERMS OF THIS WARRANT, AND WILL AT ALL TIMES IN GOOD FAITH CARRY OUT ALL THE PROVISIONS OF THIS WARRANT AND TAKE ALL ACTION AS MAY BE REQUIRED TO PROTECT THE RIGHTS OF THE HOLDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY (A) SHALL NOT INCREASE THE PAR VALUE OF ANY WARRANT PREFERRED SHARES RECEIVABLE UPON THE EXERCISE OF THIS WARRANT ABOVE THE EXERCISE PRICE THEN IN EFFECT, AND (B) SHALL TAKE ALL SUCH ACTIONS AS MAY BE NECESSARY OR APPROPRIATE IN ORDER THAT THE COMPANY MAY VALIDLY AND LEGALLY ISSUE FULLY PAID AND NON-ASSESSABLE WARRANT PREFERRED SHARES UPON THE EXERCISE OF THIS WARRANT.

5. WARRANT HOLDER NOT DEEMED A SHAREHOLDER. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE HOLDER, SOLELY IN ITS CAPACITY AS A HOLDER OF THIS WARRANT, SHALL NOT BE ENTITLED TO VOTE OR RECEIVE DIVIDENDS OR BE DEEMED THE HOLDER OF SHARE CAPITAL OF THE COMPANY FOR ANY PURPOSE, NOR SHALL ANYTHING CONTAINED IN THIS WARRANT BE CONSTRUED TO CONFER UPON THE HOLDER, SOLELY IN ITS CAPACITY AS THE HOLDER OF THIS WARRANT, ANY OF THE RIGHTS OF A SHAREHOLDER OF THE COMPANY OR ANY RIGHT TO VOTE, GIVE OR WITHHOLD CONSENT TO ANY CORPORATE ACTION (WHETHER ANY REORGANIZATION, ISSUE OF STOCK, RECLASSIFICATION OF STOCK, CONSOLIDATION, MERGER, CONVEYANCE OR OTHERWISE), RECEIVE NOTICE OF MEETINGS, RECEIVE DIVIDENDS OR SUBSCRIPTION RIGHTS, OR OTHERWISE, PRIOR TO THE ISSUANCE TO THE HOLDER OF THE WARRANT PREFERRED SHARES WHICH IT IS THEN ENTITLED TO RECEIVE UPON THE DUE EXERCISE OF THIS WARRANT. IN ADDITION, NOTHING CONTAINED IN THIS WARRANT SHALL BE CONSTRUED AS IMPOSING ANY LIABILITIES ON THE HOLDER TO PURCHASE ANY SECURITIES (UPON EXERCISE OF THIS WARRANT OR OTHERWISE) OR AS A SHAREHOLDER OF THE COMPANY, WHETHER SUCH LIABILITIES ARE ASSERTED BY THE COMPANY OR BY CREDITORS OF THE COMPANY, EXCEPT TO THE EXTENT REQUIRED, FROM TIME TO TIME, PURSUANT TO SECTION 1(D) HEREIN. NOTWITHSTANDING THIS SECTION 5, THE COMPANY SHALL PROVIDE THE HOLDER WITH COPIES OF THE SAME NOTICES AND OTHER INFORMATION GIVEN TO THE SHAREHOLDERS OF THE COMPANY GENERALLY, CONTEMPORANEOUSLY WITH THE GIVING THEREOF TO THE SHAREHOLDERS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF AFTER THE SIXTY (60) CALENDAR DAY ANNIVERSARY OF THE ISSUANCE DATE, THE HOLDER IS NOT PERMITTED TO EXERCISE THIS WARRANT IN FULL FOR ANY REASON, THE COMPANY SHALL USE ITS BEST

EFFORTS TO PROMPTLY REMEDY SUCH FAILURE, INCLUDING, WITHOUT LIMITATION, OBTAINING SUCH CONSENTS OR APPROVALS AS NECESSARY TO PERMIT SUCH EXERCISE INTO SHARES OF SERIES A CONVERTIBLE PREFERRED STOCK.

6. REISSUANCE OF WARRANTS.

(a) Transfer of Warrant. If this Warrant is to be transferred, the Holder shall surrender this Warrant to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Warrant (in accordance with Section 6(d)), registered as the Holder may request, representing the right to purchase the number of Warrant Preferred Shares being transferred by the Holder and, if less than the total number of Warrant Preferred Shares then underlying this Warrant is being transferred, a new Warrant (in accordance with Section 6(d)) to the Holder representing the right to purchase the number of Warrant Preferred Shares not being transferred.

(b) Lost, Stolen or Mutilated Warrant. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant (as to which a written certification and the indemnification contemplated below shall suffice as such evidence), and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary and reasonable form and, in the case of mutilation, upon surrender and cancellation of this Warrant, the Company shall execute and deliver to the Holder a new Warrant (in accordance with Section 6(d)) representing the right to purchase the Warrant Preferred Shares then underlying this Warrant.

(c) Exchangeable for Multiple Warrants. This Warrant is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Warrant or Warrants (in accordance with Section 6(d)) representing in the aggregate the right to purchase the number of Warrant Preferred Shares then underlying this Warrant, and each such new Warrant will represent the right to purchase such portion of such Warrant Preferred Shares as is designated by the Holder at the time of such surrender; provided, however, no warrants for fractional Warrant Preferred Shares shall be given.

(d) Issuance of New Warrants. Whenever the Company is required to issue a new Warrant pursuant to the terms of this Warrant, such new Warrant (i) shall be of like tenor with this Warrant, (ii) shall represent, as indicated on the face of such new Warrant, the right to purchase the Warrant Preferred Shares then underlying this Warrant (or in the case of a new Warrant being issued pursuant to Section 6(a) or Section 6(c), the Warrant Preferred Shares designated by the Holder which, when added to the number of Warrant Preferred Shares underlying the other new Warrants issued in connection with such issuance, does not exceed the number of Warrant Preferred Shares then underlying this Warrant), (iii) shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issuance Date, and (iv) shall have the same rights and conditions as this Warrant.

7. NOTICES. WHENEVER NOTICE IS REQUIRED TO BE GIVEN UNDER THIS WARRANT, UNLESS OTHERWISE PROVIDED HEREIN, SUCH NOTICE SHALL BE GIVEN IN ACCORDANCE WITH SECTION 9(F) OF THE SECURITIES PURCHASE AGREEMENT. THE COMPANY SHALL PROVIDE THE HOLDER WITH PROMPT WRITTEN NOTICE OF ALL ACTIONS TAKEN PURSUANT TO THIS WARRANT (OTHER THAN THE ISSUANCE OF WARRANT PREFERRED SHARES UPON EXERCISE IN ACCORDANCE WITH THE TERMS HEREOF), INCLUDING IN REASONABLE DETAIL A DESCRIPTION OF SUCH ACTION AND THE REASON THEREFOR. WITHOUT LIMITING THE GENERALITY OF THE

FOREGOING, THE COMPANY WILL GIVE WRITTEN NOTICE TO THE HOLDER (I) PROMPTLY UPON EACH ADJUSTMENT OF THE EXERCISE PRICE AND THE NUMBER OF WARRANT PREFERRED SHARES, SETTING FORTH IN REASONABLE DETAIL, AND CERTIFYING, THE CALCULATION OF SUCH ADJUSTMENT(S), (II) AT LEAST FIFTEEN (15) DAYS PRIOR TO THE DATE ON WHICH THE COMPANY CLOSES ITS BOOKS OR TAKES A RECORD FOR DETERMINING RIGHTS TO VOTE WITH RESPECT TO ANY FUNDAMENTAL TRANSACTION, DISSOLUTION OR LIQUIDATION, PROVIDED IN EACH CASE THAT SUCH INFORMATION SHALL BE MADE KNOWN TO THE PUBLIC PRIOR TO OR IN CONJUNCTION WITH SUCH NOTICE BEING PROVIDED TO THE HOLDER, (III) AT LEAST TEN (10) TRADING DAYS PRIOR TO THE CONSUMMATION OF ANY FUNDAMENTAL TRANSACTION AND (IV) WITHIN ONE (1) BUSINESS DAY OF THE OCCURRENCE OF A TRIGGERING EVENT (AS DEFINED IN THE CERTIFICATE OF DESIGNATIONS), SETTING FORTH IN REASONABLE DETAIL ANY MATERIAL EVENTS WITH RESPECT TO SUCH TRIGGERING EVENT AND ANY EFFORTS BY THE COMPANY TO CURE SUCH TRIGGERING EVENT. TO THE EXTENT THAT ANY NOTICE PROVIDED HEREUNDER CONSTITUTES, OR CONTAINS, MATERIAL, NON-PUBLIC INFORMATION REGARDING THE COMPANY OR ANY OF ITS SUBSIDIARIES (AS DEFINED IN THE SECURITIES PURCHASE AGREEMENT), FROM AND AFTER THE PUBLIC COMPANY DATE, THE COMPANY SHALL SIMULTANEOUSLY FILE

SUCH NOTICE WITH THE SEC (AS DEFINED IN THE SECURITIES PURCHASE AGREEMENT) PURSUANT TO A CURRENT REPORT ON FORM 8-K. IF THE COMPANY OR ANY OF ITS SUBSIDIARIES PROVIDES MATERIAL NON-PUBLIC INFORMATION TO THE HOLDER THAT IS NOT SIMULTANEOUSLY FILED IN A CURRENT REPORT ON FORM 8-K AND THE HOLDER HAS NOT AGREED TO RECEIVE SUCH MATERIAL NON-PUBLIC INFORMATION, FROM AND AFTER THE PUBLIC COMPANY DATE, THE COMPANY HEREBY COVENANTS AND AGREES THAT THE HOLDER SHALL NOT HAVE ANY DUTY OF CONFIDENTIALITY TO THE COMPANY, ANY OF ITS SUBSIDIARIES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS WITH RESPECT TO, OR A DUTY TO ANY OF THE FOREGOING NOT TO TRADE ON THE BASIS OF, SUCH MATERIAL NON-PUBLIC INFORMATION. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE TIME OF EXECUTION SPECIFIED BY THE HOLDER IN EACH EXERCISE NOTICE SHALL BE DEFINITIVE AND MAY NOT BE DISPUTED OR CHALLENGED BY THE COMPANY.

8. DISCLOSURE. UPON DELIVERY BY THE COMPANY TO THE HOLDER (OR RECEIPT BY THE COMPANY FROM THE HOLDER) OF ANY NOTICE IN ACCORDANCE WITH THE TERMS OF THIS WARRANT, FROM AND AFTER THE PUBLIC COMPANY DATE, UNLESS THE COMPANY HAS IN GOOD FAITH DETERMINED THAT THE MATTERS RELATING TO SUCH NOTICE DO NOT CONSTITUTE MATERIAL, NON-PUBLIC INFORMATION RELATING TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, FROM AND AFTER THE PUBLIC COMPANY DATE, THE COMPANY SHALL ON OR PRIOR TO 9:00 AM, NEW YORK CITY TIME ON THE BUSINESS DAY IMMEDIATELY FOLLOWING SUCH NOTICE DELIVERY DATE, PUBLICLY DISCLOSE SUCH MATERIAL, NON-PUBLIC INFORMATION ON A CURRENT REPORT ON FORM 8-K OR OTHERWISE. IN THE EVENT THAT THE COMPANY BELIEVES THAT A NOTICE CONTAINS MATERIAL, NON-PUBLIC INFORMATION RELATING TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, THE COMPANY SO SHALL INDICATE TO THE HOLDER EXPLICITLY IN WRITING IN SUCH NOTICE (OR IMMEDIATELY UPON RECEIPT OF NOTICE FROM THE HOLDER, AS APPLICABLE), AND IN THE ABSENCE OF ANY SUCH WRITTEN INDICATION IN SUCH NOTICE (OR NOTIFICATION FROM THE COMPANY IMMEDIATELY UPON RECEIPT OF NOTICE FROM THE HOLDER), THE HOLDER SHALL BE ENTITLED TO PRESUME THAT

INFORMATION CONTAINED IN THE NOTICE DOES NOT CONSTITUTE MATERIAL, NON-PUBLIC INFORMATION RELATING TO THE COMPANY OR ANY OF ITS SUBSIDIARIES. NOTHING CONTAINED IN THIS SECTION 8 SHALL LIMIT ANY OBLIGATIONS OF THE COMPANY, OR ANY RIGHTS OF THE HOLDER, UNDER SECTION 4(E) OF THE SECURITIES PURCHASE AGREEMENT.

9. ABSENCE OF TRADING AND DISCLOSURE RESTRICTIONS. The Company acknowledges and agrees that the Holder is not a fiduciary or agent of the Company and that the Holder shall have no obligation to (a) maintain the confidentiality of any information provided by the Company or (b) refrain from trading any securities while in possession of such information in the absence of a written non-disclosure agreement signed by an officer of the Holder that explicitly provides for such confidentiality and trading restrictions. In the absence of such an executed, written non-disclosure agreement, the Company acknowledges that the Holder may freely trade in any securities issued by the Company, may possess and use any information provided by the Company in connection with such trading activity, and may disclose any such information to any third party.

10. AMENDMENT AND WAIVER. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE PROVISIONS OF THIS WARRANT MAY BE AMENDED AND THE COMPANY MAY TAKE ANY ACTION HEREIN PROHIBITED, OR OMIT TO PERFORM ANY ACT HEREIN REQUIRED TO BE PERFORMED BY IT, ONLY IF THE COMPANY HAS OBTAINED THE WRITTEN CONSENT OF THE HOLDER. NO WAIVER SHALL BE EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE WAIVING PARTY.

11. SEVERABILITY. IF ANY PROVISION OF THIS WARRANT IS PROHIBITED BY LAW OR OTHERWISE DETERMINED TO BE INVALID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THE PROVISION THAT WOULD OTHERWISE BE PROHIBITED, INVALID OR UNENFORCEABLE SHALL BE DEEMED AMENDED TO APPLY TO THE BROADEST EXTENT THAT IT WOULD BE VALID AND ENFORCEABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF SUCH PROVISION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PROVISIONS OF THIS WARRANT SO LONG AS THIS WARRANT AS SO MODIFIED CONTINUES TO EXPRESS, WITHOUT MATERIAL CHANGE, THE ORIGINAL INTENTIONS OF THE PARTIES AS TO THE SUBJECT MATTER HEREOF AND THE PROHIBITED NATURE, INVALIDITY OR UNENFORCEABILITY OF THE PROVISION(S) IN QUESTION DOES NOT SUBSTANTIALLY IMPAIR THE RESPECTIVE EXPECTATIONS OR RECIPROCAL OBLIGATIONS OF THE PARTIES OR THE PRACTICAL REALIZATION OF THE BENEFITS THAT WOULD OTHERWISE BE CONFERRED UPON THE PARTIES. THE PARTIES WILL ENDEAVOR IN GOOD FAITH NEGOTIATIONS TO REPLACE THE PROHIBITED, INVALID OR UNENFORCEABLE PROVISION(S) WITH A VALID PROVISION(S), THE EFFECT OF WHICH COMES AS CLOSE AS POSSIBLE TO THAT OF THE PROHIBITED, INVALID OR UNENFORCEABLE PROVISION(S).

12. GOVERNING LAW. THIS WARRANT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS WARRANT SHALL BE GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTIONS) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTIONS OTHER THAN THE STATE OF DELAWARE. THE COMPANY HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO PROCESS BEING SERVED IN ANY SUCH SUIT, ACTION OR

PROCEEDING BY MAILING A COPY THEREOF TO THE COMPANY AT THE ADDRESS SET FORTH IN SECTION 9(F) OF THE SECURITIES PURCHASE AGREEMENT AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE GOOD AND SUFFICIENT SERVICE OF PROCESS AND NOTICE THEREOF. THE COMPANY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN WILMINGTON, DELAWARE, FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR WITH ANY TRANSACTION CONTEMPLATED HEREBY OR DISCUSSED HEREIN, AND HEREBY IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT IN ANY SUIT, ACTION OR

PROCEEDING, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY SUCH COURT, THAT SUCH SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE OF SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO LIMIT IN ANY WAY ANY RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW. NOTHING CONTAINED HEREIN SHALL BE DEEMED OR OPERATE TO PRECLUDE THE HOLDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION AGAINST THE COMPANY IN ANY OTHER JURISDICTION TO COLLECT ON THE COMPANY'S OBLIGATIONS TO THE HOLDER, TO REALIZE ON ANY COLLATERAL OR ANY OTHER SECURITY FOR SUCH OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT RULING IN FAVOR OF THE HOLDER. **THE COMPANY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS WARRANT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

13. CONSTRUCTION; HEADINGS. THIS WARRANT SHALL BE DEEMED TO BE JOINTLY DRAFTED BY THE COMPANY AND THE HOLDER AND SHALL NOT BE CONSTRUED AGAINST ANY PERSON AS THE DRAFTER HEREOF. THE HEADINGS OF THIS WARRANT ARE FOR CONVENIENCE OF REFERENCE AND SHALL NOT FORM PART OF, OR AFFECT THE INTERPRETATION OF, THIS WARRANT. TERMS USED IN THIS WARRANT BUT DEFINED IN THE OTHER TRANSACTION DOCUMENTS SHALL HAVE THE MEANINGS ASCRIBED TO SUCH TERMS ON THE CLOSING DATE (AS DEFINED IN THE SECURITIES PURCHASE AGREEMENT) IN SUCH OTHER TRANSACTION DOCUMENTS UNLESS OTHERWISE CONSENTED TO IN WRITING BY THE HOLDER.

14. DISPUTE RESOLUTION.

(a) Submission to Dispute Resolution.

(i) In the case of a dispute relating to the Exercise Price or fair market value or the arithmetic calculation of the number of Warrant Preferred Shares (as the case may be) (including, without limitation, a dispute relating to the determination of any of the foregoing), the Company or the Holder (as the case may be) shall submit the dispute to the other party via electronic mail (A) if by the Company, within two (2) Business Days after the occurrence of the circumstances giving rise to such dispute or (B) if by the Holder, at any time after the Holder learned of the circumstances giving rise to such dispute. If the Holder and the Company are unable to promptly resolve such dispute relating to such Exercise Price or such fair market value or such arithmetic calculation of the number of Warrant Preferred Shares (as the case may be), at any time after the second (2^{nd}) Business Day following such initial notice by the Company or the Holder (as the case may be) of such dispute to the Company or the Holder (as the case may be), then the Holder may,

with the consent of the Company (not to be unreasonably or untimely withheld, conditioned or delayed), select an independent, reputable investment bank to resolve such dispute.

(ii) The Holder and the Company shall each deliver to such investment bank (A) a copy of the initial dispute submission so delivered in accordance with the first sentence of this Section 14 and (B) written documentation supporting its position with respect to such dispute, in each case, no later than 5:00 p.m. (New York time) by the fifth (5^{th}) Business Day immediately following the date on which the Holder selected such investment bank (the "**Dispute Submission Deadline**") (the documents referred to in the immediately preceding clauses (A) and (B) are collectively referred to herein as the "**Required Dispute Documentation**") (it being understood and agreed that if either the Holder or the Company fails to so deliver all of the Required Dispute Documentation by the Dispute Submission Deadline, then the party who fails to so submit all of the Required Dispute Documentation shall no longer be entitled to (and hereby waives its right to) deliver or submit any written documentation or other support to such investment bank with respect to such dispute and such investment bank shall resolve such dispute based solely on the Required Dispute Documentation that was delivered to such investment bank prior to the Dispute Submission Deadline). Unless otherwise agreed to in writing by both the Company and the Holder or otherwise requested by such investment bank, neither the Company nor the Holder shall be entitled to deliver or submit any written documentation or other support to such investment bank in connection with such dispute (other than the Required Dispute Documentation).

(iii) The Company and the Holder shall cause such investment bank to determine the resolution of such dispute and notify the Company and the Holder of such resolution no later than ten (10) Business Days immediately following the Dispute Submission Deadline. Such investment bank's resolution of such dispute shall be final and binding upon all parties absent manifest error.

(iv) Any reasonable costs and/or fees, including all reasonable attorneys' fees of all parties and/or the reasonable fees of the investment bank, shall be paid at the resolution of the dispute by the losing party.

(b) Miscellaneous. The Company expressly acknowledges and agrees that (i) this Section 14 constitutes an agreement to arbitrate between the Company and the Holder (and constitutes an arbitration agreement) under the rules then in effect under Delaware Rapid Arbitration Act, as amended, (ii) the terms of this Warrant and each other applicable Transaction Document shall serve as the basis for the selected investment bank's resolution of the applicable dispute, such investment bank shall be entitled (and is hereby expressly authorized) to make all findings, determinations and the like that such investment bank determines are required to be made by such investment bank in connection with its resolution of such dispute, each party shall have the right to submit any dispute described in this Section 14 to any state or federal court sitting in Wilmington, Delaware in lieu of utilizing the procedures set forth in this Section 14 and (iii) nothing in this Section 14 shall limit the Holder from obtaining any injunctive relief or other equitable remedies (including, without limitation, with respect to any matters described in this Section 14).

15. REMEDIES, CHARACTERIZATION, OTHER OBLIGATIONS, BREACHES AND INJUNCTIVE RELIEF. THE REMEDIES PROVIDED IN THIS WARRANT SHALL BE CUMULATIVE AND IN ADDITION TO ALL OTHER REMEDIES AVAILABLE UNDER THIS WARRANT AND THE OTHER TRANSACTION DOCUMENTS, AT LAW OR IN EQUITY (INCLUDING A DECREE OF SPECIFIC PERFORMANCE AND/OR OTHER INJUNCTIVE RELIEF), AND NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE HOLDER TO PURSUE ACTUAL AND CONSEQUENTIAL DAMAGES FOR ANY FAILURE BY THE COMPANY TO COMPLY WITH THE TERMS OF THIS WARRANT. EACH PARTY AGREES THAT THERE SHALL BE NO CHARACTERIZATION CONCERNING THIS INSTRUMENT OTHER THAN AS EXPRESSLY PROVIDED HEREIN. AMOUNTS SET FORTH OR PROVIDED FOR HEREIN WITH RESPECT TO PAYMENTS, EXERCISES AND THE LIKE (AND THE COMPUTATION THEREOF) SHALL BE THE AMOUNTS TO BE RECEIVED BY THE HOLDER AND SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, BE SUBJECT TO ANY OTHER OBLIGATION OF THE COMPANY (OR THE PERFORMANCE THEREOF). THE COMPANY ACKNOWLEDGES THAT A BREACH BY IT OF ITS OBLIGATIONS HEREUNDER WILL CAUSE IRREPARABLE HARM TO THE HOLDER AND THAT THE REMEDY AT LAW FOR ANY SUCH BREACH MAY BE INADEQUATE. THE COMPANY THEREFORE AGREES THAT, IN THE EVENT OF ANY SUCH BREACH OR THREATENED BREACH, THE HOLDER OF THIS WARRANT SHALL BE ENTITLED, IN ADDITION TO ALL OTHER AVAILABLE REMEDIES, TO SPECIFIC PERFORMANCE AND/OR TEMPORARY, PRELIMINARY AND PERMANENT INJUNCTIVE OR OTHER EQUITABLE RELIEF FROM ANY COURT OF COMPETENT JURISDICTION IN ANY SUCH CASE WITHOUT THE NECESSITY OF PROVING ACTUAL DAMAGES AND WITHOUT POSTING A BOND OR OTHER SECURITY. THE COMPANY SHALL PROVIDE ALL INFORMATION AND DOCUMENTATION TO THE HOLDER THAT IS REASONABLY REQUESTED BY THE HOLDER TO ENABLE THE HOLDER TO CONFIRM THE COMPANY'S COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS WARRANT (INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH SECTION 2 HEREOF). THE ISSUANCE OF SHARES AND CERTIFICATES FOR SHARES AS CONTEMPLATED HEREBY UPON THE EXERCISE OF THIS WARRANT SHALL BE MADE WITHOUT CHARGE TO THE HOLDER OR SUCH SHARES FOR ANY ISSUANCE TAX OR OTHER COSTS IN RESPECT THEREOF, PROVIDED THAT THE COMPANY SHALL NOT BE REQUIRED TO PAY ANY TAX WHICH MAY BE PAYABLE IN RESPECT OF ANY TRANSFER INVOLVED IN THE ISSUANCE AND DELIVERY OF ANY CERTIFICATE IN A NAME OTHER THAN THE HOLDER OR ITS AGENT ON ITS BEHALF.

16. PAYMENT OF COLLECTION, ENFORCEMENT AND OTHER COSTS. If (a) this Warrant is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding or the Holder otherwise takes action to collect amounts due under this Warrant or to enforce the provisions of this Warrant or (b) there occurs any bankruptcy, reorganization, receivership of the company or other proceedings affecting company creditors' rights and involving a claim under this Warrant, then the Company shall pay the costs incurred by the Holder for such collection, enforcement or action or in connection with such bankruptcy, reorganization, receivership or other proceeding, including, without limitation, attorneys' fees and disbursements.

17. TRANSFER. THIS WARRANT MAY BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED WITHOUT THE CONSENT OF THE COMPANY, EXCEPT AS MAY OTHERWISE BE REQUIRED BY SECTION 2(G) OF THE SECURITIES PURCHASE AGREEMENT.

18. CERTAIN DEFINITIONS. FOR PURPOSES OF THIS WARRANT, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

(a) "**1933 Act**" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

(b) "**1934 Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

(c) "**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person, it being understood for purposes of this definition that "control" of a Person means the power directly or indirectly either to vote 10% or more of the stock having ordinary voting power for the election of directors of such Person or direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

(d) "**Bloomberg**" means Bloomberg, L.P.

(e) "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home", "shelter-in-place", "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York generally are open for use by customers on such day.

(f) "**Certificate of Designations**" means that certain Certificate of Designation for the Series A Convertible Preferred Stock of the Company, dated as of [____], 2024, as amended from time to time.

(g) "**Closing Bid Price**" and "**Closing Sale Price**" means, for any security as of any date, the last closing bid price and last closing trade price, respectively, for such security on the Principal Market, as reported by Bloomberg, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing bid price or the closing trade price (as the case may be) then the last bid price or last trade price, respectively, of such security prior to 4:00:00 p.m., New York time, as reported by Bloomberg, or, if the Principal Market is not the principal securities exchange or trading market for such security, the last closing bid price or last trade price, respectively, of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or if the foregoing do not apply, the last closing bid price or last trade price, respectively, of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no closing bid price or last trade price, respectively, is reported for such security by Bloomberg, the average of the bid prices, or the ask prices,

respectively, of any market makers for such security as reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices). If the Closing Bid Price or the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Bid Price or the Closing Sale Price (as the case may be) of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 14. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

(h) "**Common Stock**" means (i) the Company's shares of common stock, $0.000000001 par value per share, and (ii) any share capital of any Successor Public Company or other Person into which such common stock shall be changed (including, without limitation, any equity security issued in exchange for such common stock in the Business Combination or other similar transaction) or any share capital resulting from a reclassification of such common stock.

(i) "**Common Warrants**" has the meaning ascribed to such term in the Securities Purchase Agreement, and shall include all warrants issued in exchange therefor or replacement thereof.

(j) "**Convertible Securities**" means any stock or other security (other than Options) that is at any time and under any circumstances, directly or indirectly, convertible into, exercisable or exchangeable for, or which otherwise entitles the holder thereof to acquire, any shares of Common Stock.

(k) "**Eligible Market**" means The New York Stock Exchange, the NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market, or the Nasdaq Capital Market.

(l) "**Equity Conditions**" means, with respect to an given date of determination: (i) on such applicable date of determination one or more registration statements (each, the "**Forced Exercise Registration Statement**") shall be effective and the prospectus contained therein shall be available on such applicable date of determination (with, for the avoidance of doubt, any shares of Common Stock previously sold pursuant to such prospectus deemed unavailable) for the resale of all shares of Common Stock (the "**Conversion Shares**") issuable upon conversion of the Series A Convertible Preferred Stock then outstanding and such Warrant Preferred Shares to be issued in connection with the event requiring such determination, without regard to any limitations on conversion set forth in the Certificate of Designations, at the Alternate Conversion Price (as defined in the Certificate of Designations) then in effect (such applicable aggregate number of shares of Common Stock, each, a "**Required Minimum Securities Amount**"); (ii) on each day during the period beginning thirty (30) calendar days prior to the applicable date of determination and ending on and including the applicable date of determination (the "**Equity Conditions Measuring Period**"), the Common Stock (including all shares of Common Stock issuable upon conversion of the Series A Convertible Preferred Stock then outstanding and the Warrant Preferred Shares to be issued in the event requiring this determination) is listed or designated for quotation (as applicable) on an Eligible Market and shall not have been suspended from trading on an Eligible Market (other than suspensions of not more than two (2) days and occurring prior to the applicable date of determination due to business announcements by the Company) nor shall delisting or

suspension by an Eligible Market have been threatened (with a reasonable prospect of delisting occurring after giving effect to all applicable notice, appeal, compliance and hearing periods) or reasonably likely to occur or pending as evidenced by (A) a writing by such Eligible Market or (B) the Company falling below the minimum listing maintenance requirements of the Eligible Market on which the Common Stock is then listed or designated for quotation (as applicable); (iii) during the Equity Conditions Measuring Period, the Company shall have delivered all Warrant Preferred Shares issuable upon exercise of this Warrant on a timely basis as set forth in Section 1 hereof and all other shares of capital stock required to be delivered by the Company on a timely basis as set forth in the other Transaction Documents; (iv) any Warrant Preferred Shares to be issued in connection with the event requiring determination (and the Required Minimum Securities Amount of Conversion Shares related thereto and issuable upon conversion of the Preferred Shares then outstanding (in each case, without regard to any limitations on conversion set forth in the Certificate of Designations and at the Alternate Conversion Price then in effect) may be issued in full without violating the rules or regulations of the Eligible Market on which the Common Stock is then listed or designated for quotation (as applicable); (v) on each day during the Equity Conditions

Measuring Period, no public announcement of a pending, proposed or intended Fundamental Transaction shall have occurred which has not been abandoned, terminated or consummated; (vi) the Company shall have no knowledge of any fact that would reasonably be expected to cause the applicable Forced Exercise Registration Statement to not be effective or the prospectus contained therein to not be available for the resale by the Holder of the Required Minimum Securities Amount of Conversion Shares related to all Preferred Shares then outstanding and any Warrant Preferred Shares to be issued in connection with such determination, respectively, and either (x) the Company fails for any reason to satisfy the requirements under Rule 144(c)(1), including, without limitation, the failure to satisfy the current public information requirement under Rule 144(c) or (y) the Company has ever been an issuer described in Rule 144(i)(1)(i) or becomes such an issuer in the future, and the Company shall fail to satisfy any condition set forth in Rule 144(i)(2); (vii) the Holder shall not be in possession of any material, non-public information provided to any of them by the Company, any of its Subsidiaries or any of their respective affiliates, employees, officers, representatives, agents or the like; (viii) on each day during the Equity Conditions Measuring Period, the Company otherwise shall have been in compliance with each, and shall not have breached any representation or warranty in any material respect (other than representations or warranties subject to material adverse effect or materiality, which may not be breached in any respect) or any covenant or other term or condition of any Transaction Document, including, without limitation, the Company shall not have failed to timely make any payment pursuant to any Transaction Document; (ix) there shall not have occurred any Volume Failure or Price Failure as of such applicable date of determination; (x) on each day during the Equity Conditions Measuring Period, on the applicable date of determination (A) no Authorized Share Failure shall exist or be continuing, (B) all Warrant Preferred Shares to be issued in connection with the event requiring this determination may be issued in full without resulting in an Authorized Share Failure (as defined in Section 1(e) above) and (C) the issuance of the Conversion Shares issuable upon conversion of such Warrant Preferred Shares and the Series A Convertible Preferred Stock then outstanding (assuming, for such purpose, that all the Series A Convertible Preferred Stock then outstanding and such Warrant Preferred Shares are converted at the Alternate Conversion Price then in effect and without regard to any limitations on conversion set forth in the Certificate of Designations) will not result in an Authorized Share Failure (as defined in the Certificate of Designations); (xi) on each day during the Equity Conditions Measuring Period, there shall not have occurred and there shall not exist a Triggering Event (as defined in the Certificate of Designations) or an event that with the passage of time or

giving of notice would constitute a Triggering Event (regardless of whether the Holder has submitted a Triggering Event Redemption Notice (as defined in the Certificate of Designations), as applicable); (xii) the shares of Common Stock issuable upon conversion of all of the Preferred Shares issued pursuant to the Securities Purchase Agreement and issuable upon exercise of the SPA Preferred Warrants are duly authorized and listed and eligible for trading without restriction on an Eligible Market (assuming, for such purpose, that all the Preferred Shares then outstanding and such Warrant Preferred Shares are converted at the Alternate Conversion Price then in effect and without regard to any limitations on conversion set forth in the Certificate of Designations); (xiii) no bone fide dispute shall exist, by and between any of holder of Series A Convertible Preferred Stock, SPA Preferred Warrants or Common Warrants, the Company, the Principal Market (or such applicable Eligible Market in which the Common Stock of the Company is then principally trading) and/or FINRA with respect to any term or provision of the Certificate of Designations, any SPA Preferred Warrant, any Common Warrant or any other Transaction Document and (xiv) the Company shall have obtained the Shareholder Approval (as defined in the Securities Purchase Agreement), which shall remain in full force and effect as of such date of determination.

(m) "**Equity Conditions Failure**" means that on each day during the period commencing on the Trading Day immediately prior to the applicable Forced Exercise Notice Date through and including the applicable Forced Exercise Date, the Equity Conditions have not been satisfied (or waived in writing by the Holder).

(n) "**Expiration Date**" means the date that is the one year anniversary of the date of Initial Exercisability Date (or such later date as extended by written consent of the Company and the Holder) or, if such date falls on a day other than a Trading Day or on which trading does not take place on the Principal Market (a "**Holiday**"), the next date that is not a Holiday.

(o) "**Fundamental Transaction**" means (A) that the Company shall, directly or indirectly, including through subsidiaries, Affiliates or otherwise, in one or more related transactions, (i) consolidate or merge with or into (whether or not the Company is the surviving corporation) another Subject Entity, or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company or any of its "significant subsidiaries" (as defined in Rule 1-02 of Regulation S-X) to one or more Subject Entities, or (iii) make, or allow one or more Subject Entities to make, or allow the Company to be subject to or have its Common Stock be subject to or party to one or more Subject Entities making, a purchase, tender or exchange offer that is accepted by the holders of at least either (x) 50% of the outstanding shares of Common Stock, (y) 50% of the outstanding shares of Common Stock calculated as if any shares of Common Stock held by all Subject Entities making or party to, or Affiliated with any Subject Entities making or party to, such purchase, tender or exchange offer were not outstanding; or (z) such number of shares of Common Stock such that all Subject Entities making or party to, or Affiliated with any Subject Entity making or party to, such purchase, tender or exchange offer, become collectively the beneficial owners (as defined in Rule 13d-3 under the 1934 Act) of at least 50% of the outstanding shares of Common Stock, or (iv) consummate a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with one or more Subject Entities whereby all such Subject Entities, individually or in the aggregate, acquire, either (x) at least 50% of the outstanding shares of Common Stock, (y) at least 50% of the outstanding shares of Common Stock calculated as if any shares of Common

Stock held by all the Subject Entities making or party to, or Affiliated with any Subject Entity making or party to, such stock purchase agreement or other business combination were not outstanding; or (z) such number of shares of Common Stock such that the Subject Entities become collectively the beneficial owners (as defined in Rule 13d-3 under the 1934 Act) of at least 50% of the outstanding shares of Common Stock, or (v) reorganize, recapitalize or reclassify its Common Stock, (B) that the Company shall, directly or indirectly, including through subsidiaries, Affiliates or otherwise, in one or more related transactions, allow any Subject Entity individually or the Subject Entities in the aggregate to be or become the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, whether through acquisition, purchase, assignment, conveyance, tender, tender offer, exchange, reduction in outstanding shares of Common Stock, merger, consolidation, business combination, reorganization, recapitalization, spin-off, scheme of arrangement, reorganization, recapitalization or reclassification or otherwise in any manner whatsoever, of either (x) at least 50% of the aggregate ordinary voting power represented by issued and outstanding Common Stock, (y) at least 50% of the aggregate ordinary voting power represented by issued and outstanding Common Stock not held by all such Subject Entities as of the date of this Warrant calculated as if any shares of Common Stock held by all such Subject Entities were not outstanding, or (z) a percentage of the aggregate ordinary voting power represented by issued and outstanding shares of Common Stock or other equity securities of the Company sufficient to allow such Subject Entities to effect a statutory short form merger or other transaction requiring other shareholders of the Company to surrender their shares of Common Stock without approval of the shareholders of the Company or (C) directly or indirectly, including through subsidiaries, Affiliates or otherwise, in one or more related transactions, the issuance of or the entering into any other instrument or transaction structured in a manner to circumvent, or that circumvents, the intent of this definition in which case this definition shall be construed and implemented in a manner otherwise than in strict

conformity with the terms of this definition to the extent necessary to correct this definition or any portion of this definition which may be defective or inconsistent with the intended treatment of such instrument or transaction.

(p) "**Group**" means a "group" as that term is used in Section 13(d) of the 1934 Act and as defined in Rule 13d-5 thereunder.

(q) "**Holder Pro Rata Amount**" means a fraction (i) the numerator of which is the aggregate number of shares of Series A Convertible Preferred Stock issued to the Holder on the Closing Date and (ii) the denominator of which is the aggregate number of shares of Series A Convertible Preferred Stock issued to the initial purchasers pursuant to the Securities Purchase Agreement on the Closing Date.

(r) "**Options**" means any rights, warrants or options to subscribe for or purchase Common Shares or Convertible Securities (as defined in the Securities Purchase Agreement).

(s) "**Parent Entity**" of a Person means an entity that, directly or indirectly, controls the applicable Person and whose common stock or equivalent equity security is quoted or listed on an Eligible Market, or, if there is more than one such Person or Parent Entity, the Person or Parent Entity with the largest public market capitalization as of the date of consummation of the Fundamental Transaction.

(t) "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or a government or any department or agency thereof.

(u) "**Price Failure**" means, with respect to a particular date of determination, the VWAP of the Common Stock on any Trading Day during the twenty (20) Trading Day period ending on the Trading Day immediately preceding such date of determination fails to exceed $1.20 (as adjusted for stock splits, stock dividends, stock combinations, recapitalizations or other similar transactions occurring after the Subscription Date). All such determinations to be appropriately adjusted for any stock splits, stock dividends, stock combinations, recapitalizations or other similar transactions during any such measuring period. Notwithstanding the foregoing, at any time, and for any period of time, as applicable, the Holder may lower any dollar threshold specified in this definition to any lower dollar threshold, in each case, as specified by the Holder in a written notice to the Company.

(v) "**Principal Market**" means the initial Eligible Market that is the principal securities exchange market for the Common Stock after the Public Company Date.

(w) "**Public Company Date**" has the meaning ascribed to such term in the Common Warrants.

(x) "**SEC**" means the United States Securities and Exchange Commission or the successor thereto.

(y) "**Series A Convertible Preferred Stock**" means (i) the Company's Series A Convertible Preferred Stock, $0.000000001 par value per share, issued and issuable pursuant to the Series A Certificate of Designations and (ii) any capital stock into which such Series A Convertible Preferred Stock shall have been changed or any share capital resulting from a reclassification of such Series A Convertible Preferred Stock.

(z) "**Subject Entity**" means any Person, Persons or Group or any Affiliate or associate of any such Person, Persons or Group.

(aa) "**Successor Entity**" means the Person (or, if so elected by the Holder, the Parent Entity) formed by, resulting from or surviving any Fundamental Transaction or the Person (or, if so elected by the Holder, the Parent Entity) with which such Fundamental Transaction shall have been entered into.

(bb) "**Trading Day**" means, as applicable, (x) with respect to all price or trading volume determinations relating to the Common Stock, any day on which the Common Stock is traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded, provided that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York time) unless such day is otherwise designated as a Trading Day in writing by the Holder or (y) with respect to all determinations other than price or trading volume determinations relating to the Common Stock, any day on which The New York Stock Exchange (or any successor thereto) is open for trading of securities.

(cc) "**Volume Failure**" means, means, with respect to a particular date of determination, if either (x) the aggregate daily dollar trading volume (as reported on Bloomberg) of the Common Stock on the Principal Market on more than five (5) Trading Days during the twenty (20) Trading Day period ending on the Trading Day immediately preceding such date of determination, or (y) the aggregate daily dollar trading volume (as reported on Bloomberg) of the Common Stock on the Principal Market on any Trading Day during the five (5) Trading Day period ending on the Trading Day immediately preceding such date of determination, as applicable, is less than $24,000. Notwithstanding the foregoing, at any time, and for any period of time, as applicable, the Holder may lower any dollar threshold specified in this definition to any lower dollar threshold, in each case, as specified by the Holder in a written notice to the Company.

(dd) "**VWAP**" means, for any security as of any date, the dollar volume-weighted average price for such security on the Principal Market (or, if the Principal Market is not the principal trading market for such security, then on the principal securities exchange or securities market on which such security is then traded), during the period beginning at 9:30 a.m., New York time, and ending at 4:00 p.m., New York time, as reported by Bloomberg through its "VAP" function (set to 09:30 start time and 16:00 end time) or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30 a.m., New York time, and ending at 4:00 p.m., New York time, as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices). If the VWAP cannot be calculated for such security on such date on any of the foregoing bases, the VWAP of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 14. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination, recapitalization or other similar transaction during such period.

[*signature page follows*]

IN WITNESS WHEREOF, the Company has caused this Warrant to Purchase Series A Convertible Preferred Stock to be duly executed as of the Issuance Date set out above.

PHYTANIX BIO, INC.

By: /s/ Barrett Evans

Name: Barrett Evans
Title: CEO

EXHIBIT A

EXERCISE NOTICE

TO BE EXECUTED BY THE REGISTERED HOLDER TO EXERCISE THIS WARRANT TO PURCHASE SERIES A CONVERTIBLE PREFERRED STOCK

PHYTANIX BIO, INC.

The undersigned holder hereby elects to exercise the Warrant to Purchase Series A Convertible Preferred Stock, No. [ ] (the "**Warrant**") of Phytanix Bio, Inc., a Nevada corporation (the "**Company**") as specified below. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

1. Payment of Exercise Price. The Holder shall pay the Aggregate Exercise Price in the sum of $_____ to the Company in accordance with the terms of the Warrant.

2. Delivery of Warrant Preferred Shares. The Company shall deliver to Holder, or its designee or agent as specified below, _____ shares of Series A Convertible Preferred Stock in accordance with the terms of the Warrant. Delivery shall be made to Holder, or for its benefit, as a certificate to the following name and to the following address:

Issue to: _____

_____

_____

Date: _____ __,

Name of Registered Holder

By:

Name:

Title:

Tax ID:_____

E-mail Address:_____

[1] Insert in Series B Preferred Warrant: [___]

COMPANY SHAREHOLDER TRANSACTION SUPPORT AGREEMENT

This **COMPANY SHAREHOLDER TRANSACTION SUPPORT AGREEMENT** (this "Agreement") is entered into as of _____, by and among Chain Bridge I, a Cayman Islands exempted company ("CBRG"), Phytanix Bio, a Nevada corporation (the "Company"), and the party listed on the signature pages hereto as a "Shareholder" (the "Shareholder"). Each of CBRG, the Company and the Shareholder are sometimes referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Business Combination Agreement (defined below).

RECITALS

WHEREAS, concurrently with the execution of this Agreement, CBRG, the Company, CB Holdings, Inc., a Nevada corporation ("HoldCo"), CB Merger Sub 1, a Cayman Islands exempted company ("CBRG Merger Sub"), and CB Merger Sub 2, Inc., a Nevada corporation ("Company Merger Sub") entered into that certain Business Combination Agreement (as amended, supplemented, or otherwise modified from time to time in accordance with its terms, the "Business Combination Agreement") pursuant to which, among other things, (a) on the Closing Date at the CBRG Merger Effective Time, CBRG Merger Sub will merge with and into CBRG (the "CBRG Merger"), with CBRG as the surviving company in such merger and, after giving effect to such merger, CBRG will be a wholly-owned Subsidiary of HoldCo, and (b) on the Closing Date, following consummation of the CBRG Merger, at the Company Merger Effective Time, Company Merger Sub will merge with and into the Company (the "Company Merger" and together with the CBRG Merger, the "Mergers"), with the Company as the surviving company in such merger and, after giving effect to such merger, the Company will be a wholly-owned Subsidiary of HoldCo, and each issued and outstanding Company Share will be automatically converted as of the Company Merger Effective Time into the right to receive a portion of the Transaction Share Consideration, in each case, on the terms and subject to the conditions set forth in the Business Combination Agreement (such transactions, the "Transactions").

WHEREAS, as of the date hereof, the Shareholder is the record and beneficial owner of, and is entitled to dispose of and vote, the number and class or series (as applicable) of Equity Securities of the Company set forth on Schedule A hereto (together with any other Equity Securities of the Company that the Shareholder acquires record or beneficial ownership of after the date hereof (including by purchase, as a result of a share dividend, share split, recapitalization, combination, reclassification, exchange or change of such shares, or upon exercise or conversion of any warrants, convertible notes, options, or other securities or instruments convertible into Equity Securities of the Company), collectively, the "Subject Company Shares");

WHEREAS, in consideration for the benefits to be received, directly or indirectly, by the Shareholder in connection with the Transactions and as a material inducement to (a) CBRG and the Company agreeing to enter into the Business Combination Agreement and the Ancillary Documents to which it is or will be a party and to consummate the Transactions, (b) CBRG Sponsor consenting to CBRG so entering into the Business Combination Agreement and the Ancillary Documents to which it is or will be a party and to consummate the Transactions, and (c) CBRG Sponsor agreeing to enter into the Ancillary Documents to which it is or will be a party and to consummate the Transactions, the Shareholder agrees to enter into this Agreement and to be bound by the representations, warranties, agreements, covenants and obligations contained in this Agreement; and

WHEREAS, the Shareholder acknowledges and agrees that (a) CBRG would not have entered into the Business Combination Agreement and the Ancillary Documents to which it is or will be a party or agreed to consummate the Transactions, (b) CBRG Sponsor would not have consented to CBRG entering into the Business Combination Agreement and the Ancillary Documents to which it is or will be a party and consummating the Transactions and (c) CBRG Sponsor would not have agreed to enter into the Ancillary Documents to which it is or will be a party and to consummate the Transactions, in each case without the Shareholder entering into this Agreement and agreeing to be bound by the agreements, covenants and obligations contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Consent to Transactions and Related Matters. As promptly as reasonably practicable, and in any event within one (1) Business Day following the date on which the Registration Statement / Proxy Statement is declared effective under the Securities Act, the Shareholder, in his, her or its capacity as a shareholder of the Company, shall duly execute and deliver (or cause to be executed and delivered, as applicable) the Company Shareholder Written Consent contemplated by Section 5.15 (Company Shareholder Approval) of the Business Combination Agreement, pursuant to which the Shareholder shall approve the Business Combination Agreement, the Ancillary Documents to which the Company is a party and the Transactions (including, for the avoidance of doubt, the Company Merger and the Company Preferred Shares Conversion). Without limiting the generality of the foregoing, prior to the Closing, (i) to the extent that it is necessary or advisable, in each case, as reasonably determined by CBRG and the Company, for any matters, actions or proposals to be approved by the Shareholder in connection with, or otherwise in furtherance of, the Transactions as contemplated in the Business Combination Agreement and/or the Ancillary Documents, the Shareholder shall (A) vote (or cause to be voted) the Subject Company Shares in favor of and/or provide consent to, as applicable, approve any such matters, actions or proposals promptly following written request thereof from CBRG or the Company, as applicable, and (B) if applicable, cause the Subject Company Shares to be counted as present at any meeting of the Company Shareholders for purposes of constituting a quorum in connection with any vote contemplated by clause (A); provided, that nothing in this Agreement shall preclude the Shareholder from exercising full power and authority to vote the Subject Company Shares in the Shareholder's discretion for or against any proposal submitted to a vote of the stockholders of the Company (1) that decreases the amount or changes the form of the consideration payable to the Shareholder in any material respect or (2) that imposes any material restrictions or additional conditions on the consummation of the Mergers or the payment of the HoldCo Shares to the Shareholder, in the case of either clause (1) or (2), not contemplated by the Business Combination Agreement or the Ancillary Documents. Without limiting the generality of the foregoing, prior to the Closing, the Shareholder shall vote (and cause to be voted) the Subject Company Shares against and withhold consent or approval with respect to any matter, action or proposal that would reasonably be expected to result in (X) a breach of any of the Company's covenants, agreements or obligations under the Business Combination Agreement, or (Y) any of the conditions to the Closing set forth in Sections 6.1 or 6.2 of the Business Combination Agreement not being satisfied.

2. Other Covenants and Agreements.

(a) The Shareholder hereby agrees that, notwithstanding anything to the contrary in any such agreement, (i) each of the agreements set forth on Schedule B hereto shall be automatically terminated and of no further force and effect (including any provisions of any such agreement that, by its terms, survive such termination) effective as of, and subject to and conditioned upon the occurrence of, the Closing and (ii) upon such termination neither the Company nor any of its Affiliates (including the other Group Companies and, from and after the Company Merger Effective Time, Holdco, CBRG and their respective Affiliates) shall have any further obligations or Liabilities under or with respect to each such agreement.

(b) The Shareholder hereby agrees to be bound by and subject to (i) Sections 5.3(a) (Confidentiality) and 5.4(a) (Public Announcements) of the Business Combination Agreement to the same extent as such provisions apply to the parties to the Business Combination Agreement, as if the Shareholder is directly party thereto, (ii) the first sentence of Section 5.6(a) (Exclusive Dealing) (and, for the avoidance of doubt, the hanging paragraph at the end of Section 5.6 of the Business Combination Agreement as it pertains to Section 5.6(b) of the Business Combination Agreement) and Section 8.18 (Trust Account Waiver) of the Business Combination Agreement to the same extent as such provisions apply to the Company, as if the Shareholder is directly party thereto.

(c) The Shareholder shall use his, her or its reasonable best efforts to promptly execute and deliver all additional agreements, documents or instruments, take, or cause to be taken, all actions and provide, or cause to be provided, all additional information or other materials as may be necessary or advisable, in each case, as reasonably determined by CBRG and the Company, in connection with, or otherwise in furtherance of, the transactions contemplated by the Business Combination Agreement or this Agreement, including the termination of and waivers of rights under the agreements set forth on Schedule B.

(d) The Shareholder acknowledges and agrees that each of CBRG and the Company has entered into the Business Combination Agreement in reliance upon the Shareholder entering into this Agreement and agreeing to be bound by, and perform, or otherwise comply with, as applicable, the agreements, covenants and obligations contained in this Agreement and but for the Shareholder entering into this Agreement and agreeing to be bound by, and perform, or otherwise comply with, as applicable, the agreements, covenants and obligations contained in this Agreement, CBRG and the Company would not have entered into or agreed to consummate the transactions contemplated by the Business Combination Agreement.

(e) The Shareholder, solely in connection with and only for the purpose of the Transactions, to the fullest extent permitted by law, (i) agrees that the Transactions shall not be deemed to constitute a Liquidating Transaction (as used herein, as defined in the Company Certificate of Incorporation) and hereby irrevocably and unconditionally waives any rights he, she or it may have under the Company Certificate of Incorporation, or any other agreement to which the Shareholder is a party, if the Transactions were deemed to constitute a Liquidating Transaction, including any notice rights thereunder, and (ii) hereby waives any rights he, she or it may have under any of the agreements set forth on Schedule B with respect to the Transactions.

(f) The Shareholder acknowledges that the Company may need to amend the Company Certificate of Incorporation to increase the authorized number of shares of the class of stock into which the Company Preferred Shares or the Company's currently outstanding convertible promissory notes are to be converted (the "Share Increase") and, in connection with a conversion of any class of Company Preferred Shares or the Company's currently outstanding convertible promissory notes, hereby agrees to take any actions reasonably requested by the Company to effect the Share Increase, including the amendment of the Company Certificate of Incorporation (which may be included in the Company Shareholder Written Consent).

3. Shareholder Representations and Warranties. The Shareholder represents and warrants to CBRG and the Company as follows:

(a) If the Shareholder is not an individual, the Shareholder is a corporation, limited liability company, limited partnership or other applicable business entity duly organized or formed, as applicable, validly existing and in good standing (or the equivalent thereof, if applicable, in each case, with respect to the jurisdictions that recognize the concept of good standing or any equivalent thereof) under the Laws of its jurisdiction of formation or organization (as applicable).

(b) If the Shareholder is not an individual, the Shareholder has the requisite corporate, limited liability company, limited partnership or other similar power and authority and, if the Shareholder is an individual, the Shareholder has the legal capacity, to execute and deliver this Agreement, to perform his, her or its covenants, agreements and obligations hereunder (including, for the avoidance of doubt, those covenants, agreements and obligations hereunder that relate to the provisions of the Business Combination Agreement), and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement has been duly authorized by all necessary corporate (or other similar) action on the part of the Shareholder. This Agreement has been duly and validly executed and delivered by the Shareholder and constitutes a valid, legal and binding agreement of the Shareholder (assuming that this Agreement is duly authorized, executed and delivered by CBRG and the Company), enforceable against the Shareholder in accordance with its terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity).

(c) No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Entity is required on the part of the Shareholder with respect to the Shareholder's execution, delivery or performance of his, her or its covenants, agreements or obligations under this Agreement (including, for the avoidance of doubt, those covenants, agreements and obligations under this Agreement that relate to the provisions of the Business Combination Agreement) or the consummation of the transactions contemplated hereby, except for any consents, approvals, authorizations, designations, declarations, waivers or filings, the absence of which would not adversely affect the ability of the Shareholder to perform, or otherwise comply with, any of his, her or its covenants, agreements or obligations hereunder in any material respect.

(d) None of the execution or delivery of this Agreement by the Shareholder, the performance by the Shareholder of any of his, her or its covenants, agreements or obligations under this Agreement (including, for the avoidance of doubt, those covenants, agreements and obligations under this Agreement that relate to the provisions of the Business Combination Agreement) or the consummation of the transactions contemplated hereby or the Transactions will, directly or indirectly (with or without due notice or lapse of time or both) (i) if the Shareholder is not an individual, result in any breach of any provision of the Shareholder's Governing Documents, (ii) result in a violation or breach of, or constitute a default or give rise to any right of termination, Consent, cancellation, amendment, modification, suspension, revocation or acceleration under, any of the terms, conditions or provisions of any shareholders, equityholders, or other Contract relating to or affecting the ownership, voting, transfer or purchase of the Subject Company Shares, (iii) violate, or constitute a breach under, any Order or applicable Law to which the Shareholder or any of the Subject Company Shares are bound or (iv) result in the creation of any Lien upon the Subject Company Shares, except, in the case of any of clauses (ii) and (iii) above, as would not adversely affect the ability of the Shareholder to perform, or otherwise comply with, any of his, her or its covenants, agreements or obligations hereunder in any material respect.

(e) The Shareholder is the record and beneficial owner of the Subject Company Shares and has valid, good and marketable title to the Subject Company Shares, free and clear of all Liens (other than transfer restrictions under applicable Securities Laws or as set forth in the Governing Documents of the Company or any Company Shareholders Agreement). Except for the Equity Securities of the Company set forth on Schedule A hereto, together with any other Equity Securities of the Company that the Shareholder acquires record or beneficial ownership after the date hereof that is either permitted pursuant to or acquired in accordance with Section 5.1(b)(v) of the Business Combination Agreement, the Shareholder does not own, beneficially or of record, any Equity Securities of any Group Company or have the right to acquire any Equity Securities of any Group Company. The Shareholder has the sole right to vote (and provide consent in respect of, as applicable) the Subject Company Shares and, except for this Agreement, the Business Combination Agreement and the Company Shareholders Agreement, the Shareholder is not party to or bound by (i) any option, warrant, purchase right, or other Contract that would (either alone or in connection with one or more events, developments or events (including the satisfaction or waiver of any conditions precedent)) require the Shareholder to Transfer any of the Subject Company Shares or (ii) any voting trust, proxy or other Contract with respect to the voting or Transfer of any of the Subject Company Shares that would adversely affect the ability of the Shareholder to perform, or otherwise comply with, any of his, her or its covenants, agreements or obligations under this Agreement in any material respect.

(f) There is no Proceeding pending or, to the Shareholder's knowledge, threatened against or involving the Shareholder or any of his, her or its Affiliates that, if adversely decided or resolved, would reasonably be expected to adversely affect the ability of the Shareholder to perform, or otherwise comply with, any of his, her or its covenants, agreements or obligations under this Agreement in any material respect.

(g) There is no Order or Law issued by any court of competent jurisdiction or other Governmental Entity, or other legal restraint or prohibition relating to the Shareholder or any of his, her or its Affiliates that would reasonably be expected to adversely affect the ability of the Shareholder to perform, or otherwise comply with, any of his, her or its covenants, agreements or obligations under this Agreement in any material respect.

(h) The Shareholder, on her, his or its own behalf and on behalf of her, his or its Representatives, acknowledges, represents, warrants and agrees that (i) she, he or it and her, his or its Representatives have conducted their own independent review and analysis of, and, based thereon, have formed an independent judgment concerning, the business, assets, condition, operations and prospects of, CBRG and the Transactions and (ii) she, he or it and her, his or its Representatives have been furnished with or given access to such documents and information about CBRG and CBRG's businesses and operations as she, he or it and her, his or its Representatives have deemed necessary to enable her, him or it to make informed decisions with respect to the execution, delivery and performance of this Agreement or the other Ancillary Documents to which she, he or it is or will be a party and the transactions contemplated hereby and thereby.

(i) In entering into this Agreement and the other Ancillary Documents to which she, he or it is or will be a party, the Shareholder has relied solely on her, his or its own investigation and analysis and the representations and warranties expressly set forth in the Ancillary Documents to which she, he or it is or will be a party and no other representations or warranties of CBRG or the Company (including, for the avoidance of doubt, none of the representations or warranties of CBRG or the Company set forth in the Business Combination Agreement or any other Ancillary Document) or any other Person, either express or implied, and the Shareholder, on her, his or its own behalf and on behalf of such Shareholder's Representatives, acknowledges, represents, warrants and agrees that, except for the representations and warranties expressly set forth in this Agreement or in the other Ancillary Documents to which the Shareholder is or will be a party, none of CBRG, the Company or any other Person makes or has made any representation or warranty, either express or implied, in connection with or related to this Agreement, the Business Combination Agreement or the other Ancillary Documents or the transactions contemplated hereby or thereby.

4. Transfer of Subject Company Shares. Except as expressly contemplated by the Business Combination Agreement, any Ancillary Document or with the prior written consent of each of CBRG and the Company (such consent not to be unreasonably withheld, conditioned or delayed) from and after the date hereof until the earlier of the date of the Closing or the termination of the Business Combination Agreement in accordance with its terms, the Shareholder agrees (a) not to (i) Transfer (A) any of the Subject Company Shares or (B) rights of such Shareholder under any Company Shareholders Agreement, or (ii) enter into (A) any option, warrant, purchase right or other Contract that could (either alone or in connection with one or more events, developments or events (including the satisfaction or waiver of any conditions precedent)) require the Shareholder to Transfer the Subject Company Shares or (B) any voting trust, proxy or other Contract with respect to the voting or Transfer of the Subject Company Shares or other Equity Securities of the Company, and (b) not to take or cause to be taken any actions in furtherance of any of the matters described in the foregoing clause

(a). Notwithstanding the foregoing or anything to the contrary herein, the foregoing restrictions shall not apply to any Transfer (i) to a Permitted Transferee, or (ii) if the Shareholder is an individual or a trust, (A) by virtue of laws of descent and distribution upon death of the individual, or (B) pursuant to a qualified domestic relations order; provided, however, that (x) the Shareholder shall, and shall cause any transferee of any such Transfer of the type set forth in clauses (i) and (ii), to enter into a written agreement, in form and substance reasonably satisfactory to CBRG and the Company, agreeing to be bound by this Agreement (including, for the avoidance of doubt, all of the covenants, agreements and obligations of the Shareholder hereunder and the making of all of the representations and warranties of the Shareholder set forth in Section 3 with respect to such transferee and his, her or its Subject Company Shares received upon such Transfer, as applicable) prior and as a condition to the occurrence of such Transfer, and (y) no such Transfer will relieve the Shareholder of any of its covenants, agreements or obligations hereunder with respect to the Subject Company Shares so transferred, unless and to the extent actually performed, or will otherwise affect any of the provisions of this Agreement (including any of the representations and warranties of the Shareholder hereunder). For purposes of this Agreement, "Transfer" means any, direct or indirect, sale, transfer, assignment, pledge, mortgage, exchange, hypothecation, grant of a security interest in or disposition or encumbrance of an interest (whether with or without consideration, whether voluntarily or involuntarily or by operation of law or otherwise). For purposes of this Section 4, "Permitted Transferee" means, with respect to any Person, (A) such Person's Affiliates, (B) any direct or indirect members, partners (whether general or limited partners) or equityholders of such Person or any of its Affiliates or any officers, directors or employees of such Person or any Affiliates of any of the foregoing, (C) such Person's immediate family or family member of any of such Person's officers or directors, (D) any trust for the direct or indirect benefit of such Person or the immediate family of such Person or (E) if such Person is a trust, to the trustee or beneficiary(ies) of such trust or to the estate of a beneficiary of such trust.

5. Termination.

(a) This Agreement shall automatically terminate, without any notice or other action by any Party upon the earlier of (i) the Company Merger Effective Time and (ii) the termination of the Business Combination Agreement in accordance with its terms. Upon termination of this Agreement as provided in the immediately preceding sentence, none of the Parties shall have any further obligations or Liabilities under, or with respect to, this Agreement.

(b) Notwithstanding the foregoing or anything to the contrary in this Agreement, (i) the termination of this Agreement pursuant to Section 5(a)(ii) shall not affect any Liability on the part of any Party for a willful and material breach of any covenant or agreement set forth in this Agreement prior to such termination or actual fraud, (ii) Section 2(b)(i) (solely to the extent that it relates to Section 5.3(a) (Confidentiality) of the Business Combination Agreement), this Section 5, Section 6, Section 7 and Section 11 shall each survive any termination of this Agreement, (iii) without limiting the following clause (iv), Section 2(b)(i) (solely to the extent that it relates to the Shareholder's obligations to comply with the covenants in Section 5.4(a) (Public Announcements) of the Business Combination Agreement to the extent such covenants contemplate performance following Closing), shall survive any termination of this Agreement that occurs pursuant Section 5(a)(i), (iv) without limiting the following clause (v), Section 2(b)(ii) (solely to the extent that it relates to Section 8.18 (Trust Account Waiver) of the Business Combination Agreement) shall survive any termination of this Agreement that occurs pursuant to Section 5(a)(ii) and (v) Section 8, Section 9, Section 10 and Sections 12 through 16 (in each case, solely to the extent related to any of the foregoing provisions that survive termination of this Agreement) shall each survive any termination of this Agreement.

6. Fiduciary Duties. Notwithstanding anything in this Agreement to the contrary, the Shareholder is signing this Agreement solely in the Shareholder's capacity as a record or beneficial holder of the Subject Company Shares and (a) the Shareholder does not make any agreement or understanding herein in any capacity other than in such Shareholder's capacity as a record holder and beneficial owner of the Subject Company Shares, and not in such Shareholder's capacity as a director, officer or employee of any Group Company or in such Shareholder's capacity as a trustee or fiduciary of any Company Equity Plan, and (b) nothing herein will be construed to limit or affect any action or inaction by such Shareholder or any representative of such Shareholder serving as a member of the board of directors of any Group Company or as an officer, employee or fiduciary of any Group Company, in each case, acting in such person's capacity as a director, officer, employee or fiduciary of such Group Company.

7. No Recourse. This Agreement may only be enforced against, and any action for breach of this Agreement may only be made against, the Parties, and without limiting the generality of the foregoing, none of the Representatives of CBRG, the Company or the Shareholder shall have any Liability arising out of or relating to this Agreement, the negotiation hereof or its subject matter, or the transactions contemplated hereby, including with respect to any claim (whether in tort, contract or otherwise) for breach of this Agreement or in respect of any written or oral representations made or alleged to be made in connection herewith, except as expressly provided herein.

8. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given) by delivery in person, by e-mail (having obtained electronic delivery confirmation thereof (i.e., an electronic record of the sender that the e-mail was sent to the intended recipient thereof without an "error" or similar message that such e-mail was not received by such intended recipient)), or by registered or certified mail (postage prepaid, return receipt requested) (upon receipt thereof) to the other Parties as follows:

(a) If to any CBRG Party (prior to the Company Merger Effective Time) or the CBRG Sponsor, to:

c/o Chain Bridge I
Attention: Andrew Cohen
E-mail: ac@creo-llc.com
with a copy, which shall not constitute notice, to:
Nelson Mullins Riley & Scarborough LLP
101 Constitution Ave, NW, Ste. 900
Washington, DC 20001
Attention: Jonathan Talcott and Peter Strand
Telephone: (202) 689-2806
Email: jon.talcott@nelsonmullins.com and peter.strand@nelsonmullins.com

(b) If to the Company or to HoldCo (after the Company Merger Effective Time), to:

Phytanix Bio, Inc.
Attention: Barrett Evans
701 Anacapa Street, Suite C
Santa Barbara, CA 93101
Email: bevans@phytanix.com

with a copy, which shall not constitute notice, to:
Law Offices of Catherine Basinger Evans
Attention: Catherine Evans
Email: cevans@cjbelaw.com
Telephone: (805) 351-3949

If to the Shareholder, to the address set forth on the signature page hereto or to such other address as the Party to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

9. Entire Agreement. This Agreement, the Business Combination Agreement and documents referred to herein and therein constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersede all prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter of this Agreement.

10. Amendments and Waivers; Assignment. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed by the Shareholder, the Company and CBRG. Notwithstanding the foregoing, no failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assignable by the Shareholder or the Company without, prior to the Company Merger Effective Time, the written consent of CBRG (such consent not to be unreasonably withheld, conditioned or delated). Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assignable by CBRG without the Company's prior written consent (such consent not to be unreasonably withheld, conditioned or delated). Any attempted assignment of this Agreement not in accordance with the terms of this Section 10 shall be void.

11. Fees and Expenses. Except as otherwise expressly set forth in the Business Combination Agreement, all fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Party incurring such fees or expenses.

12. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to, nor shall be construed, to give any Person, other than the Parties and their respective successors and assigns, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason this Agreement. Nothing in this Agreement, expressed or implied, is intended to or shall constitute the Parties, partners or participants in a joint venture.

13. Spouses and Community Property Matters. The Shareholder's spouse (if applicable) hereby represents, warrants and covenants to CBRG and the Company that such spouse shall not assert or enforce, and does hereby waive, any rights granted under any community property statute with respect to the Subject Company Shares held by the Shareholder that would reasonably be expected to adversely affect the ability of him or her to perform, or otherwise comply with, any of his or her covenants, agreements or obligations under this Agreement in any material respect.

14. No Ownership Interest. Nothing contained in this Agreement will be deemed to vest in CBRG any direct or indirect ownership or incidents of ownership of or with respect to the Subject Company Shares. All rights, ownership and economic benefits of and relating to the Subject Company Shares shall remain vested in and belong to the Shareholder, and CBRG shall have no authority to manage, direct, restrict, regulate, govern or administer any of the policies or operations of Company or exercise any power or authority to direct the Shareholder in the voting of any of the Subject Company Shares, except as otherwise provided herein with respect to the Subject Company Shares. Except as otherwise set forth in Section 1, the Shareholder shall not be restricted from voting in favor of, against or abstaining with respect to any other matters presented to the stockholders of the Company. Without limiting the foregoing, nothing in this Agreement shall obligate or require the Shareholder to exercise an option to purchase any Company Shares.

15. Non-Survival. Except to the extent expressly set forth in Section 5(b), the representations and warranties, and each of the agreements and covenants (to the extent such agreement or covenant contemplates or requires performance at or prior to the Company Merger Effective Time) in this Agreement shall terminate at the Company Merger Effective Time. Each covenant and agreement contained herein that, by its terms, expressly contemplates performance after the Company Merger Effective Time shall so survive the Company Merger Effective Time in accordance with its terms.

16. Miscellaneous. Sections 8.5 (Governing Law), 8.7 (Construction; Interpretation), 8.10 (Severability), 8.11 (Counterparts; Electronic Signatures), 8.15 (Waiver of Jury Trial), 8.16 (Submission to Jurisdiction) and 8.17 (Remedies) of the Business Combination Agreement are incorporated herein by reference and shall apply to this Agreement, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Company Shareholder Transaction Support Agreement as of the date first above written.

Chain Bridge I, a Cayman Islands exempted company

By:_____
Name: Andrew Cohen
Title: Chief Executive Officer

Phytanix Bio, a Nevada corporation

By:_____
Name: Barrett Evans

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed and delivered this Company Shareholder Transaction Support Agreement as of the date first above written.

.

By:_____
Name:
Title:
Address for notice:

Acknowledged and Agreed to by the Shareholder's spouse (if applicable) for the purposes of Section 13:

By:_____
Name:
Title:
Address for notice:

SCHEDULE A

Class/Series of Company Shares	Number of Shares
Company Common Shares	5,800,000
Company Series A Preferred Shares	17,000

SCHEDULE B

Company Related Party Agreements to be Terminated

None.

Investor Rights Agreement

This Investor Rights Agreement (this "**Agreement**"), dated as of July 22, 2024, is among CB Holdings, Inc., a Nevada corporation ("**HoldCo**"), , a (the "**CBRG Sponsor**"), and certain shareholders of Phytanix Bio, a Nevada corporation (the "**Company**") listed on Schedule A hereto (the "**Company Shareholders**" and, together with CBRG Sponsor, the "**Holders**"). Capitalized terms used but not defined herein have the meanings assigned to them in the Business Combination Agreement dated as of July 22, 2024 (as amended, supplemented, or otherwise modified from time to time in accordance with its terms, the "**Business Combination Agreement**"), among Chain Bridge I, a Cayman Islands exempted company ("**CBRG**" or the "**SPAC**"), the Company, HoldCo, CB Merger Sub 1, a Cayman Islands exempted company ("**CBRG Merger Sub**") and CB Merger Sub 2, Inc., a Nevada corporation ("**Company Merger Sub**").

WHEREAS, pursuant to the Business Combination Agreement, among other things, (a) on the Closing Date at the CBRG Merger Effective Time, CBRG Merger Sub will merge with and into CBRG (the "**CBRG Merger**"), with CBRG as the surviving company in such merger and, after giving effect to such merger, CBRG will be a wholly-owned Subsidiary of HoldCo, and (b) on the Closing Date, following consummation of the CBRG Merger, at the Company Merger Effective Time, Company Merger Sub will merge with and into the Company (the "**Company Merger**" and together with the CBRG Merger, the "**Mergers**"), with the Company as the surviving company in such merger and, after giving effect to such merger, the Company will be a wholly-owned Subsidiary of HoldCo, and each issued and outstanding Company Share will be automatically converted as of the Company Merger Effective Time into the right to receive a portion of the Transaction Share Consideration, in each case, on the terms and subject to the conditions set forth in the Business Combination Agreement.

NOW, THEREFORE, in consideration of the foregoing, and conditioned upon the CBRG Merger Effective Time, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, the following terms and variations thereof have the meanings set forth below:

"**Adverse Disclosure**" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Board, after consultation with outside counsel to HoldCo, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, and (iii) HoldCo has a bona fide business purpose for not making such information public.

"**Agreement**" shall have the meaning given in the Preamble hereto.

"**Antitrust Laws**" shall have the meaning given in Section 7.2.

"**Block Trade**" means any non-marketed underwritten offering taking the form of a block trade to a financial institution, "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or institutional "accredited" investor (as defined in Rule 501(a) of Regulation D under the Securities Act), bought deal, over-night deal or similar transaction through a broker, sales agent or distribution agent, whether as agent or principal, that does not include "road show" presentations to potential investors requiring substantial marketing effort from management over multiple days, the issuance of a "comfort letter" by HoldCo's auditors, or the issuance of a legal opinion by HoldCo's legal counsel.

"**Board**" shall mean the Board of Directors of HoldCo.

"**Business Combination Agreement**" shall have the meaning given in the Preamble hereto.

"**Business Day**" means a day other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

"**CBRG**" shall have the meaning given in the Preamble hereto.

"**CBRG Sponsor**" shall have the meaning given in the Preamble hereto.

"**Change in Control**" means the transfer (whether by tender offer, merger, stock purchase, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons of HoldCo's voting securities if, after such transfer, such person or group of affiliated persons would hold more than 50% of outstanding voting securities of HoldCo (or surviving entity) or would otherwise have the power to control the board of directors of HoldCo or to direct the operations of HoldCo.

"**Commission**" means the Securities and Exchange Commission.

"**Company**" shall have the meaning given in the Preamble hereto.

"**Company Shareholders**" means, collectively, the holders of Company Shares (as defined in the Business Combination Agreement) as of any determination time prior to the Company Merger Effective Time.

"**Demand Registration**" shall have the meaning given in subsection 2.1.1.

"**Demand Requesting Holder**" shall have the meaning given in subsection 2.1.1.

"**Demanding Holders**" shall have the meaning given in subsection 2.1.1.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"**Equity Securities**" means any share, share capital, capital stock, partnership, membership, joint venture, or similar interest in any Person (including any stock appreciation, phantom stock, profit participation or similar rights), and any option, warrant, right or security (including debt securities) convertible, exchangeable or exercisable therefor.

"**Form S-1**" means a Registration Statement on Form S-1 or any comparable successor form or forms thereto.

"**Form S-3**" means a Registration Statement on Form S-3 or any comparable successor form or forms thereto.

"**Holders**" shall have the meaning given in the Preamble hereto.

"**HoldCo Equity Securities**" means any Equity Securities of HoldCo.

"**Liquidation Event**" shall mean any of the following : (i) the acquisition of HoldCo by another entity by means of any transaction or series of related transactions to which HoldCo is party (including, without limitation, any stock acquisition, reorganization, sale of voting control, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of related transactions in which the holders of the voting securities of HoldCo outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, as a result of shares in HoldCo held by such holders prior to such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of HoldCo or such other surviving or resulting entity (or if HoldCo or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent); (ii) a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of HoldCo and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly-owned subsidiary of HoldCo; or (iii) any liquidation, dissolution or winding up of HoldCo, whether voluntary or involuntary.

"**Lock-Up Parties**" means the Holders.

"**Lock-Up Period**" shall have the meaning given in Section 5.1.

"**Maximum Number of Securities**" shall have the meaning given in subsection 2.1.4.

"**Misstatement**" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus, or necessary to make the statements in a Registration Statement or Prospectus in the light of the circumstances under which they were made not misleading.

"**New Registration Statement**" shall have the meaning given in subsection 2.3.4.

"Permitted Transferee" shall have the meaning given in subsection 7.4.2.

"**Piggyback Registration**" shall have the meaning given in subsection 2.2.1.

"**Pro Rata**" shall have the meaning given in subsection 2.1.4.

"**Prospectus**" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"**Registrable Security**", "**Registrable Securities**" shall mean (a) any outstanding HoldCo Equity Securities held by a Holder as of the closing of the transactions contemplated by the Business Combination Agreement (including, without limitation, any other HoldCo Equity Securities issued pursuant to the Business Combination Agreement), (b) any HoldCo Equity Securities issued to, and held by, Holders from time to time following the Closing Date and (c) any other equity security of HoldCo issued or issuable with respect to any such Equity Securities by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (B) such securities shall have been otherwise transferred, new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by HoldCo to the transferee, and are no longer restricted securities or control securities, each as defined under the Securities Act; (C) such securities shall have ceased to be outstanding; or (D) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"**Registration**" shall mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"**Registration Rights Agreement**" means that Registration Rights Agreement, dated as of November 9, 2021, by and among CBRG, CBRG Sponsor and CB Co-Investment LLC, an affiliate of one of the Underwriters.

"**Registration Expenses**" shall mean the out-of-pocket expenses of a Registration or Underwritten Offering, including, without limitation, the following:

(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the HoldCo Equity Securities are then listed;

(B) fees and expenses of compliance with securities or Blue Sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with Blue Sky qualifications of Registrable Securities);

(C) printing, messenger, telephone and delivery expenses;

(D) fees and disbursements of counsel for HoldCo;

(E) reasonable fees and disbursements of all independent registered public accountants of HoldCo incurred specifically in connection with such Registration or Underwritten Offering; and

(F) reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of the Demanding Holders or the majority-in interest of the Takedown Requesting Holders (including if such Underwritten Shelf Takedown is in the form of a Block Trade), as applicable.

"**Registration Statement**" shall mean any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"**Resale Shelf Registration Statement**" shall have the meaning given in subsection 2.3.1.

"**Securities Act**" shall mean the Securities Act of 1933, as amended from time to time.

"**SEC Guidance**" shall have the meaning given in subsection 2.3.4.

"**SPAC**" shall have the meaning given in the Preamble hereto.

"**Takedown Requesting Holder**" shall have the meaning given in subsection 2.3.5.

"**Transfer**" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any interest owned by a person or any interest (including a beneficial interest) in, or the ownership, control or possession of, any interest owned by a person.

"**Underwriter**" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"**Underwritten Registration**" or "**Underwritten Offering**" shall mean a Registration in which securities of HoldCo are sold to an Underwriter in a firm commitment underwriting for distribution to the public, including for the avoidance of doubt an Underwritten Shelf Takedown.

"**Underwritten Shelf Takedown**" shall have the meaning given in subsection 2.3.5.

"**Warrants**" shall mean the Warrants (as defined in the Subscription Agreements).

"**Warrant Shares**" shall mean the shares of HoldCo Equity Securities issued upon exercise of the Warrants or the Convertible Note Warrants.

ARTICLE II
REGISTRATION

Section 2.1 Demand Registration.

2.1.1 Request for Registration. Subject to the provisions of subsection 2.1.4 hereof, at any time and from time to time (but subject to Article V), each of (i) the CBRG Sponsor or (ii) the Company Shareholders holding at least a majority in interest of the then-outstanding number of Registrable Securities held by all Company Shareholders (as the case may be, the "**Demanding Holders**"), may make a written demand for Registration of all or part of their Registrable Securities on Form S-3 (or, if Form S-3 is not available to be used by HoldCo at such time, on Form S-1 or another appropriate form permitting Registration of such Registrable

Securities for resale by such Demanding Holders), which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof (such written demand a "**Demand Registration**"). HoldCo shall, within forty-five (45) days of HoldCo's receipt of the Demand Registration, notify, in writing, all other Holders of Registrable Securities of such demand, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in a Registration pursuant to a Demand Registration (each such Holder that includes all or a portion of such Holder's Registrable Securities in such Registration, a "**Demand Requesting Holder**") shall so notify HoldCo, in writing, within five (5) days after the receipt by the Holder of the notice from HoldCo. Upon receipt by HoldCo of any such written notification from a Demand Requesting Holder(s) to HoldCo, such Demand Requesting Holder(s) shall be entitled to have their Registrable Securities included in a Registration pursuant to a Demand Registration and HoldCo shall effect, as soon thereafter as practicable, but not more than thirty (30) days immediately after HoldCo's receipt of the Demand Registration, the Registration of all Registrable Securities requested by the Demanding Holders and Demand Requesting Holders pursuant to such Demand Registration; provided, that HoldCo shall not be obligated to effect any Registration under this subsection 2.1.1 if the Demanding Holders and Demand Requesting Holders propose to sell Registrable Securities with aggregate proceeds of less than $10,000,000; provided, further, that in no event shall HoldCo be obligated to effect more than three (3) demand registrations under this section.

2.1.2 Effective Registration. Notwithstanding the provisions of subsection 2.1.1 above or any other part of this Agreement, a Registration pursuant to a Demand Registration shall not count as a Registration unless and until (i) the Registration Statement filed with the Commission with respect to a Registration pursuant to a Demand Registration has been declared effective by the Commission and (ii) HoldCo has complied with all of its obligations under this Agreement with respect thereto; provided, however, that if, after such Registration Statement has been declared effective, an offering of Registrable Securities in a Registration pursuant to a Demand Registration is subsequently interfered with by any stop order or injunction of the Commission, federal or state court or any other governmental agency, the Registration Statement with respect to such Registration shall be deemed not to have been declared effective for purposes of counting Registrations under subsection 2.1.1 above unless and until (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the Demanding Holders initiating such Demand Registration thereafter affirmatively elect to continue with such Registration and accordingly notify HoldCo in writing, but in no event later than five (5) days, of such election; provided, further, however, that HoldCo shall not be obligated or required to file another Registration Statement until the Registration Statement that has been previously filed with respect to a Registration pursuant to a Demand Registration becomes effective or has been terminated.

2.1.3 Underwritten Offering. Subject to the provisions of subsection 2.1.4 hereof, if a majority-in-interest of the Demanding Holders advise HoldCo as part of their Demand Registration that the offering of the Registrable Securities pursuant to such Demand Registration shall be in the form of an Underwritten Offering, then the right of such Demanding Holder or Demand Requesting Holder (if any) to include its Registrable Securities in such Registration shall be conditioned upon such Holder's participation in such Underwritten Offering and the inclusion of such Holder's Registrable Securities in such Underwritten Offering to the extent provided herein. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.1.3 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by a majority-in-interest of the Demanding Holders, such Underwriter(s) to be reasonably acceptable to HoldCo.

2.1.4 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Registration pursuant to a Demand Registration, in good faith, advises HoldCo, the Demanding Holders and the Demand Requesting Holders (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Demand Requesting Holders (if any) desire to sell, taken together with all other HoldCo Equity Securities or other equity securities that HoldCo desires to sell and the HoldCo Equity Securities, if any, as to which a Registration has been requested pursuant to separate written contractual piggy-back registration rights held by any other stockholders who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "**Maximum Number of Securities**"), then HoldCo shall include in such Underwritten Offering, as follows: (i) first, the Registrable Securities of the Demanding Holders and the Demand Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Holder and Demand Requesting Holder (if any) has requested be included in such Underwritten Registration and the aggregate number of Registrable Securities that the Demanding Holders and Demand Requesting Holders have requested be included in such Underwritten Registration (such proportion is referred to herein as "**Pro Rata**")) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), HoldCo Equity Securities or other equity securities that HoldCo desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), HoldCo Equity Securities or other equity securities of

other persons or entities that HoldCo is obligated to register in a Registration pursuant to separate written contractual arrangements with such persons and that can be sold without exceeding the Maximum Number of Securities.

2.1.5 Demand Registration Withdrawal. Each of the Holders, as the case may be, in the case of a Registration under subsection 2.1.1 initiated by a Holder, or any Demand Requesting Holders (if any) shall have the right to withdraw from a Registration pursuant to such Demand Registration for any or no reason whatsoever upon written notification to HoldCo and the Underwriter(s) (if any) of their intention to withdraw from such Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to the Registration of their Registrable Securities pursuant to such Demand Registration (or after such Registration Statement has been declared effective and is subsequently interfered with by any stop order or injunction of the Commission, federal or state court or any other governmental agency).

Section 2.2 Piggyback Registration.

2.2.1 Piggyback Rights. If HoldCo proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of HoldCo (other than pursuant to Sections 2.1 and 2.3 of this Agreement), other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or offering of securities solely to HoldCo's existing stockholders, (iii) for an offering of debt that is convertible into equity securities of HoldCo, (iv) filed on Form S-4 related to any merger, acquisition or business combination, or (v) for a dividend reinvestment plan, then HoldCo shall give written notice of such proposed filing to all of the Holders of Registrable Securities as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement or applicable Prospectus, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter(s), if any, in such offering, and (B) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within five (5) days after receipt of such written notice (such Registration a "**Piggyback Registration**"). HoldCo shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and shall use its commercially reasonable efforts to cause the managing Underwriter(s) of a proposed Underwritten Offering to permit the Registrable Securities requested by the Holders pursuant to this subsection 2.2.1 to be included in a Piggyback Registration on the same terms and conditions as any similar securities of HoldCo included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.2.1 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by HoldCo.

2.2.2 Reduction of Piggyback Registration. If the managing Underwriter(s) in an Underwritten Registration that is to be a Piggyback Registration, in good faith, advises HoldCo and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of shares of HoldCo Equity Securities that HoldCo desires to sell, taken together with (i) the shares of HoldCo Equity Securities, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to Section 2.2.1 hereof, and (iii) the shares of HoldCo Equity Securities, if any, as to which Registration has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of HoldCo, exceeds the Maximum Number of Securities, then:

(i) If the Registration is undertaken for HoldCo's account, HoldCo shall include in any such Registration (A) first, HoldCo Equity Securities or other equity securities, if any, that HoldCo desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1 hereof, pro rata based on the number of Registrable Securities that each Holder has requested be included in such Registration and the aggregate number of Registrable Securities that the Holders have requested be included in such Registration, which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), HoldCo Equity Securities or other equity securities, if any, for the account of other persons or entities that HoldCo is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities; and

(ii) If the Registration is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then HoldCo shall include in any such Registration (A) first, HoldCo Equity Securities or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1, pro rata based on the number of Registrable Securities that each Holder has requested be included in such Registration and the aggregate number of Registrable Securities that the Holders have requested be included in such Registration, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), HoldCo Equity Securities or other equity securities that HoldCo desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), HoldCo Equity Securities or other equity securities, if any, for the account of other persons or entities that HoldCo is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities.

2.2.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to HoldCo and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration, or, if such Piggyback Registration is in connection with an underwritten offering pursuant to an effective shelf registration statement, then prior to the public announcement of such offering. HoldCo (whether on its own good faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement, HoldCo shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this subsection 2.2.3.

Section 2.3 Resale Shelf Registration Rights.

2.3.1 Registration Statement Covering Resale of Registrable Securities. HoldCo agrees that as soon as practicable, but in no event later than twenty (20) Business Days after the Closing Date, it shall use its commercially reasonable efforts to file with the Commission a registration statement for the registration, under the Securities Act, of the Ordinary Shares issuable upon exercise of the Warrants. HoldCo shall use its commercially reasonable efforts to cause the same to become effective within sixty (60) Business Days following the closing of its initial Business Combination and to maintain the effectiveness of a Registration Statement, and a current prospectus relating thereto, for an offering to be made on a continuous basis pursuant to Rule 415 of the Securities Act or any successor thereto registering the resale from time to time by Holders of all of the Registrable Securities held by the Holders (the "**Resale Shelf Registration Statement**"). The Resale Shelf Registration Statement shall be on Form S-3 (or, if Form S-3 is not available to be used by HoldCo at such time, on Form S-1 or another appropriate form permitting Registration of such Registrable Securities for resale). If the Resale Shelf Registration Statement is initially filed on Form S-1 and thereafter HoldCo becomes eligible to use Form S-3 for secondary sales, HoldCo shall, as promptly as practicable, cause such Resale Shelf Registration Statement to be amended, or shall file a new replacement Resale Shelf Registration Statement, such that the Resale Shelf Registration Statement is on Form S-3. HoldCo shall use commercially reasonable efforts to cause the Resale Shelf Registration Statement to be declared effective as soon as possible after filing; provided, however, that HoldCo's obligations to include the Registrable Securities held by a Holder in the Resale Shelf Registration Statement are contingent upon such Holder furnishing in writing to HoldCo such information regarding the Holder, the securities of HoldCo held by the Holder and the intended method of disposition of the Registrable Securities as shall be reasonably requested by HoldCo to effect the registration of the Registrable Securities, and the Holder shall execute such documents in connection with such registration as HoldCo may reasonably request that are customary of a selling stockholder in similar situations. Once effective, HoldCo shall use commercially reasonable efforts to keep the Resale Shelf Registration Statement and Prospectus included therein continuously effective and to be supplemented and amended to the extent necessary to ensure that such Registration Statement is available or, if not available, to ensure that another Registration Statement is available, under the Securities Act at all times until the earliest of (i) the date on which all Registrable Securities and other securities covered by such Registration Statement have been disposed of in accordance with the intended method(s) of distribution set forth in such Registration Statement and (ii) the date on which all Registrable Securities and other securities covered by such Registration Statement have ceased to be Registrable Securities. The Registration Statement filed with

the Commission pursuant to this subsection 2.3.1 shall contain a prospectus in such form as to permit any Holder to sell such Registrable Securities pursuant to Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect) at any time beginning on the effective date for such Registration Statement (subject to lock-up restrictions provided in Section 5.1 of this Agreement), and shall provide that such Registrable Securities may be sold pursuant to any method or combination of methods legally available to, and requested by, Holders.

2.3.2 Notification and Distribution of Materials. HoldCo shall notify the Holders in writing of the effectiveness of the Resale Shelf Registration Statement as soon as practicable, and in any event within one (1) Business Day after the Resale Shelf Registration Statement becomes effective, and shall furnish to them, without charge, such number of copies of the Resale Shelf Registration Statement (including any amendments, supplements and exhibits), the Prospectus contained therein (including each preliminary prospectus and all related amendments and supplements) and any documents incorporated by reference in the Resale Shelf Registration Statement or such other documents as the Holders may reasonably request in order to facilitate the sale of the Registrable Securities in the manner described in the Resale Shelf Registration Statement.

2.3.3 Amendments and Supplements. Subject to the provisions of Section 2.3.1 above, HoldCo shall promptly prepare and file with the Commission from time to time such amendments and supplements to the Resale Shelf Registration Statement and Prospectus used in connection therewith as may be necessary to keep the Resale Shelf Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all the Registrable Securities. If any Resale Shelf Registration Statement filed pursuant to Section 2.3.1 is filed on Form S-3 and thereafter HoldCo becomes ineligible to use Form S-3 for secondary sales, HoldCo shall promptly notify the Holders of such ineligibility and use its commercially reasonable efforts to file a shelf registration on an appropriate form as promptly as practicable to replace the shelf registration statement on Form S-3 and have such replacement Resale Shelf Registration Statement declared effective as promptly as practicable and to cause such replacement Resale Shelf Registration Statement to

remain effective, and to be supplemented and amended to the extent necessary to ensure that such Resale Shelf Registration Statement is available or, if not available, that another Resale Shelf Registration Statement is available, for the resale of all the Registrable Securities held by the Holders until all such Registrable Securities have ceased to be Registrable Securities; provided, however, that at any time HoldCo once again becomes eligible to use Form S-3, HoldCo shall cause such replacement Resale Shelf Registration Statement to be amended, or shall file a new replacement Resale Shelf Registration Statement, such that the Resale Shelf Registration Statement is once again on Form S-3.

2.3.4 SEC Cutback. Notwithstanding the registration obligations set forth in this Section 2.3, in the event the Commission informs HoldCo that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, HoldCo agrees to promptly (i) inform each of the Holders thereof and use its commercially reasonable efforts to file amendments to the Resale Shelf Registration Statement as required by the Commission and/or (ii) withdraw the Resale Shelf Registration Statement and file a new registration statement (a "**New Registration Statement**") on Form S-3, or if Form S-3 is not then available to HoldCo for such registration statement, on such other form available to register for resale the Registrable Securities as a secondary offering; provided, however, that prior to filing such amendment or New Registration Statement, HoldCo shall use its commercially reasonable efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff (the "**SEC Guidance**"). Notwithstanding any other provision of this Agreement, if any SEC Guidance sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that HoldCo used diligent efforts to advocate with the Commission for the registration of all or a greater number of Registrable Securities), unless otherwise directed in writing by a Holder as to further limit its Registrable Securities to be included on the Registration Statement, the number of Registrable Securities to be registered on such Registration Statement will be reduced on a Pro Rata basis based on the total number of Registrable Securities held by the Holders, subject to a determination by the Commission that certain Holders must be reduced first based on the number of Registrable Securities held by such Holders. In the event HoldCo amends the Resale Shelf Registration Statement or files a New Registration Statement, as the case may be, under clauses (i) or (ii) above, HoldCo will use its commercially reasonable efforts to file with the Commission, as promptly as allowed by Commission or SEC Guidance provided to HoldCo or to registrants of securities in general, one or more registration statements on Form S-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Resale Shelf Registration Statement, as amended, or the New Registration Statement.

2.3.5 Underwritten Shelf Takedown. At any time and from time to time after a Resale Shelf Registration Statement has been declared effective by the Commission, the Holders may request to sell all or any portion of the Registrable Securities in an

underwritten offering that is registered pursuant to the Resale Shelf Registration Statement (each, an "**Underwritten Shelf Takedown**"); provided, however, that HoldCo shall only be obligated to effect an Underwritten Shelf Takedown if such offering shall include securities with a total offering price (including piggyback securities and before deduction of underwriting discounts or commissions) reasonably expected to exceed, in the aggregate, $10,000,000. All requests for Underwritten Shelf Takedowns shall be made by giving written notice to HoldCo at least five (5) days prior to the public announcement of such Underwritten Shelf Takedown, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown and the expected price range (net of underwriting discounts and commissions) of such Underwritten Shelf Takedown. Except in the case of a requested Underwritten Shelf Takedown in the form of a Block Trade, following receipt of a request for an Underwritten Shelf Takedown, HoldCo shall promptly notify the other Holders of the request and of their right to participate in the Underwritten Shelf Takedown, which shall specify the anticipated public announcement date. HoldCo shall include in any Underwritten Shelf Takedown the securities requested to be included by any Holder (each a "**Takedown Requesting Holder**") at least 48 hours prior to the anticipated public announcement date of such Underwritten Shelf Takedown set forth in the HoldCo notice pursuant to written contractual piggyback registration rights of such Holder (including those set forth herein). All such Holders proposing to distribute their Registrable Securities through an Underwritten Shelf Takedown under this subsection 2.3.5 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Holders initiating the Underwritten Shelf Takedown.

2.3.6 Reduction of Underwritten Shelf Takedown. If the managing Underwriter(s) in an Underwritten Shelf Takedown, in good faith, advise(s) HoldCo and the Takedown Requesting Holders in writing that the dollar amount or number of Registrable Securities that the Takedown Requesting Holders desire to sell, taken together with all other shares of the HoldCo Equity Securities or other equity securities that HoldCo desires to sell, exceeds the Maximum Number of Securities, then HoldCo shall include in such Underwritten Shelf Takedown, as follows: (i) first, the Registrable Securities of the Takedown Requesting Holders, on a Pro Rata basis, that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the HoldCo Equity Securities or other equity securities, if any, that HoldCo desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (ii) and (iii) the HoldCo Equity Securities or other equity securities, if any, for the account of other persons or entities that HoldCo is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities.

2.3.7 Block Trades. If HoldCo shall receive a request from a Holder or Holders of Registrable Securities with an estimated market value of at least $5,000,000 that HoldCo effect the sale of all or any portion of such Registrable Securities in an Underwritten Shelf Takedown in the form of a Block Trade, then HoldCo shall, as expeditiously as possible, cooperate and effect the offering in such Block Trade of the Registrable Securities for which such requesting Holder has requested such offering, without giving any effect to any required notice periods or delivery of notices to any other Holders.

ARTICLE III
COMPANY PROCEDURES

Section 3.1 General Procedures. If at any time HoldCo is required to effect the Registration of Registrable Securities, HoldCo shall use its commercially reasonable efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto HoldCo shall, as expeditiously as possible:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have been sold;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by the Holders or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by HoldCo or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriter(s), if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration

Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders;

3.1.4 prior to any public offering of Registrable Securities, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "Blue Sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of HoldCo and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that HoldCo shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by HoldCo are then listed;

3.1.6 provide a transfer agent and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 advise each Holder of Registrable Securities covered by such Registration Statement, promptly after HoldCo receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any Prospectus forming a part of such registration statement has been filed;

3.1.9 at least five (5) days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus, furnish a draft copy thereof to each seller of such Registrable Securities or its counsel;

3.1.10 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4 hereof;

3.1.11 permit a representative of the Holders, the Underwriter(s), if any, and any attorney or accountant retained by such Holders or Underwriter(s) to participate, at each such person's own expense (except as otherwise set forth herein), in the preparation of the Registration Statement, and cause HoldCo's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter(s), attorney or accountant in connection with the Registration; provided, however, that such representatives or Underwriter(s) enter into a confidentiality agreement, in form and substance reasonably satisfactory to HoldCo, prior to the release or disclosure of any such information;

3.1.12 obtain a "cold comfort" letter from HoldCo's independent registered public accountants in the event of an Underwritten Registration, in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter(s) may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders and such managing Underwriter;

3.1.13 on the date the Registrable Securities are delivered for sale pursuant to such Registration, if requested by the Underwriter(s), if any, obtain an opinion and negative assurance letter, dated such date, of counsel representing HoldCo for the purposes of such Registration addressed to the Underwriter(s) covering such legal matters with respect to the Registration in respect of which such opinion and negative assurance letter are being given as are customarily included in such opinions and negative assurance letters;

3.1.14 in the event of any Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing Underwriter(s) of such offering;

3.1.15 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of HoldCo's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission);

3.1.16 if a Registration, including an Underwritten Offering, involves the Registration of Registrable Securities involving gross proceeds in excess of $25,000,000, use its commercially reasonable efforts to make available senior executives of HoldCo to participate in customary "road show" presentations that may be reasonably requested by the Underwriter(s) in any Underwritten Offering; and

3.1.17 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders, in connection with such Registration.

Section 3.2 Registration Expenses. All Registration Expenses shall be borne by HoldCo. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees and, other than as set forth in the definition of "Registration Expenses," all fees and expenses of any legal counsel representing the Holders.

Section 3.3 Requirements for Participation in Underwritten Offerings. No person may participate in any Underwritten Offering for equity securities of HoldCo pursuant to a Registration initiated by HoldCo hereunder unless such person (i) agrees to sell such person's securities on the basis provided in any underwriting arrangements approved by HoldCo and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.

Section 3.4 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from HoldCo that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Prospectus correcting the Misstatement or until he, she, or it is advised in writing by HoldCo that the use of the Prospectus may be resumed, provided that HoldCo hereby covenants to prepare and file any required supplement or amendment correcting any Misstatement promptly after the time of such notice and, if necessary, to request the immediate effectiveness thereof. If the filing, initial effectiveness or continued use of a Registration Statement or Prospectus included in any Registration Statement at any time (a) would require HoldCo to make an Adverse Disclosure, or (b) would require the inclusion in such Registration Statement of financial statements that are unavailable to HoldCo for reasons beyond HoldCo's control, HoldCo shall have the right to defer the filing, initial effectiveness or continued use of any Registration Statement pursuant to (a), (b) or (c) for a period of not more than ninety (90) consecutive days or more than one hundred and twenty (120) total calendar days in any 12-month period. In the event HoldCo exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities.

Section 3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, HoldCo, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by HoldCo after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings. HoldCo further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of HoldCo Equity Securities held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing any customary legal opinions as reasonably requested. Upon the request of any Holder, HoldCo shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

Section 3.6 Limitations on Registration Rights. Other than the registration rights granted to the purchasers under the Registration Rights Agreement, HoldCo represents and warrants that no person or entity, other than a Holder of Registrable Securities, has any right to require HoldCo to register any securities of HoldCo for sale or to include such securities of HoldCo in any Registration Statement filed by HoldCo for the sale of securities for its own account or for the account of any other person or entity. HoldCo hereby

agrees and covenants that it will not grant rights to register any HoldCo Equity Securities (or securities convertible into or exchangeable for HoldCo Equity Securities) pursuant to the

Securities Act that are more favorable, pari passu or senior to those granted to the Holders hereunder without (a) the prior written consent of (i) Holders holding at least a majority in interest of the then-outstanding number of Registrable Securities held by all Holders in their capacity as Holders (provided the Holders hold Registrable Securities at such time) and (ii) CBRG Sponsor; or (b) granting economically and legally equivalent rights to the Holders hereunder such that the Holders shall receive the benefit of such more favorable or senior terms and/or conditions. Further, HoldCo represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions and in the event of any conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

Section 3.7 Removal of Legends. Certificates evidencing the Warrant Shares shall not contain any legend: (i) while a registration statement covering the resale of such security is effective under the Securities Act, or (ii) following any sale of such Warrant Shares pursuant to Rule 144 (assuming cashless exercise of the Warrants), or (iii) if such Warrant Shares are eligible for sale under Rule 144 (assuming cashless exercise of the Warrants), or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission). The Holders shall cause their counsel to issue a legal opinion to the Transfer Agent or HoldCo promptly if required by the Transfer Agent to effect the removal of the legend hereunder, or if requested by HoldCo, respectively. If all or any portion of a Warrant is exercised at a time when there is an effective registration statement to cover the resale of the Warrant Shares, or if such Warrant Shares may be sold under Rule 144 (assuming cashless exercise of the Warrants) or if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission) then such Warrant Shares shall be issued free of all legends. HoldCo agrees that following such time as such legend is no longer required under this Agreement or the Business Combination Agreement, HoldCo will, no later than the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined below) following the delivery by a Holder to HoldCo or the Transfer Agent of a certificate representing Warrant Shares, as applicable, issued with a restrictive legend (such date, the "Legend Removal Date"), deliver or cause to be delivered to such Holder a certificate representing such shares that is free from all restrictive and other legends. HoldCo may not make any notation on its records or give instructions to the Transfer Agent that enlarge restrictions on transfer. Warrant Shares subject to legend removal hereunder shall be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's prime broker with the Depository Trust Company System as directed by such Purchaser. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on HoldCo's primary Trading Market with respect to the HoldCo Equity Securities as in effect on the date of delivery of a certificate representing Warrant Shares issued with a restrictive legend.

ARTICLE IV
INDEMNIFICATION AND CONTRIBUTION

Section 4.1 Indemnification.

4.1.1 HoldCo agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers and directors and agents and each person who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including attorneys' fees) caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information furnished in writing to HoldCo by such Holder expressly for use therein. HoldCo shall indemnify the Underwriter(s), their officers and directors and each person who controls (within the meaning of the Securities Act) such Underwriter(s) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to HoldCo in writing such information and affidavits as HoldCo reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify HoldCo, its directors and officers and agents and each person who controls (within the meaning of the Securities Act) HoldCo against any losses, claims, damages, liabilities and expenses (including without limitation reasonable attorneys' fees) resulting

from any untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds actually received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriter(s), their officers, directors and each person who controls (within the meaning of the Securities Act) such Underwriter(s) to the same extent as provided in the foregoing with respect to indemnification of HoldCo.

4.1.3 Any person entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided, however, that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person of such indemnified party and shall survive the transfer of securities. HoldCo and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution (pursuant to subsection 4.1.5) to such party in the event HoldCo's or such Holder's indemnification is unavailable for any reason.

4.1.5 If the indemnification provided under Section 4.1 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this subsection 4.1.5 shall be limited to the amount of the net proceeds actually received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this subsection 4.1.5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this subsection 4.1.5 from any person who was not guilty of such fraudulent misrepresentation.

4.1.6 Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in any underwriting agreement entered into in connection with an underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

ARTICLE V
LOCK-UP

Section 5.1 **Lock-Up.** Except as permitted by Section 5.2, each Lock-Up Party agrees solely and not jointly with, and for the benefit of, HoldCo not to Transfer any shares of HoldCo Equity Securities (including, without limitation, any HoldCo Equity Securities issued pursuant to the Business Combination Agreement), beneficially owned or owned of record by such Lock-Up Party until the date that is the earlier of (i) 365 days after the Closing Date (or 6 months after the Closing Date in the case of a Lock-Up Party that is an Independent Director) or (ii) the first date subsequent to the Closing Date with respect to which the closing price of the HoldCo Equity Securities has equaled or exceeded $12.00 per share (as adjusted for share subdivisions, share consolidations, share capitalizations, rights issuances, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Closing Date (the "**Lock-Up Period**").

Section 5.2 **Exceptions.** The provisions of Section 5.1 shall not apply to the Lock-Up Parties in connection with any of the following:

5.2.1 transactions relating to shares of HoldCo Equity Securities acquired in open market transactions;

5.2.2 Transfers of shares of HoldCo Equity Securities or any security convertible into or exercisable or exchangeable for HoldCo Equity Securities as a bona fide gift or charitable contribution;

5.2.3 Transfers of shares of HoldCo Equity Securities to a trust, or other entity formed for estate planning purposes for the primary benefit of the spouse, domestic partner, parent, sibling, child or grandchild of the undersigned or any other person with whom the undersigned has a relationship by blood, marriage or adoption not more remote than first cousin;

5.2.4 Transfers by will or intestate succession upon the death of the undersigned;

5.2.5 the Transfer of shares of HoldCo Equity Securities pursuant to a qualified domestic order, court order or in connection with a divorce settlement;

5.2.6 if the Lock-Up Party is a corporation, partnership (whether general, limited or otherwise), limited liability company, trust or other business entity, (i) Transfers to another corporation, partnership, limited liability company, trust or other business entity that controls, is controlled by or is under common control or management with the Lock-Up Party, or (ii) distributions of shares of HoldCo Equity Securities to partners, limited liability company members or stockholders of the Lock-Up Party, including, for the avoidance of doubt, where the Lock-Up Party is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership;

5.2.7 if the Lock-Up Party is a trust, Transfers to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust;

5.2.8 Transfers to HoldCo's officers, directors or their affiliates;

5.2.9 Transfers to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under Sections 5.2.2 through 5.2.8;

5.2.10 pledges of shares of HoldCo Equity Securities or other Registrable Securities as security or collateral in connection with any borrowing or the incurrence of any indebtedness by any Lock-Up Party;

5.2.11 Transfers pursuant to a bona fide third-party tender offer, merger, stock sale, recapitalization, consolidation or other transaction involving a Change in Control of HoldCo; provided, however, that in the event that such tender offer, merger, recapitalization, consolidation or other such transaction is not completed, the HoldCo Equity Securities subject to this Agreement shall remain subject to this Agreement; or

5.2.12 the establishment of a trading plan pursuant to Rule 10b5-1 promulgated under the Exchange Act; provided, however, that such plan does not provide for the Transfer of HoldCo Equity Securities or any securities convertible into or exercisable or exchangeable for HoldCo Equity Securities during the Lock-Up Period; provided, however, that in the case of any Transfer pursuant to Sections 5.2.2 through 5.2.10, each donee, distribute, pledgee or other transferee shall agree in writing, in form and substance reasonably satisfactory to HoldCo, to be bound by the provisions of this Agreement, provided further, however, that the foregoing requirement shall not apply with respect to the incurrence of any indebtedness by HoldCo and its subsidiaries.

Section 5.4 Release of Lock-Up Restrictions. Notwithstanding the other provisions set forth herein, the Board may, in its sole discretion, determine to waive, amend, or repeal the restrictions set forth in Section 5.1 above, whether in whole or in part; provided, that any such waiver, amendment or repeal shall (i) not make such restrictions more restrictive or apply for a longer period of time, (ii) apply to each Lock-Up Party, and (iii) require the unanimous approval of the directors present at any duly called meeting at which a quorum is present.

ARTICLE VI
TERMINATION

Section 6.1 Termination. This Agreement shall terminate upon the earliest to occur of: (i) the date on which neither the Holders nor any of their Permitted Transferees hold any Registrable Securities or instruments convertible into or exercisable for Registrable Securities (including, without limitation, the Warrants, Convertible Note Warrants or the Convertible Notes) and (ii) a Liquidation Event. The provisions of Section 3.5, Article IV and Section 7.2 shall survive any termination.

Section 6.2 Effect of Business Combination Termination. This Agreement shall only become effective upon the CBRG Merger Effective Time, and prior to such date and time this Agreement shall be of no force and effect.

ARTICLE VII
GENERAL PROVISIONS

Section 7.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by e-mail or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses or e-mail addresses (or at such other address or email address for a party as shall be specified in a notice given in accordance with this Section 7.1):

7.1.1 If to any CBRG Party (prior to the Company Merger Effective Time) or the CBRG Sponsor, to:

c/o Chain Bridge I
Attention: Andrew Cohen
E-mail: ac@creo-llc.com

With a copy, which shall not constitute notice, to:

Nelson Mullins Riley & Scarborough LLP
101 Constitution Ave, NW, Ste. 900
Washington, DC 20001
Attention: Jonathan Talcott and Peter Strand
E-mail: jon.talcott@nelsonmullins.com and peter.strand@nelsonmullins.com

7.1.2 If to the Company or to HoldCo (after the Company Merger Effective Time), to:

Phytanix Bio, Inc.
Attention: Barrett Evans
701 Anacapa Street, Suite C
Santa Barbara, CA 93101
E-mail: bevans@phytanix.com

With a copy, which shall not constitute notice, to:

Law Offices of Catherine Basinger Evans
Attention: Catherine Evans
Email: cevans@cjbelaw.com
Telephone: (805) 351-3949

or to such other address as the Party to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

Section 7.2 Antitrust Filings. In the event that any filing or other action is required to be made or taken, as applicable, by CBRG Sponsor or its affiliates or by HoldCo under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations promulgated thereunder, or under any other applicable antitrust or competition Laws of any non-U.S. jurisdiction or any other merger control or investment Laws (collectively, "**Antitrust Laws**"), including any HoldCo Equity Securities that CBRG Sponsor may hold from time to time, HoldCo shall bear and promptly pay all of the filing (or similar) fees or costs incurred in connection with such filing or other action.

Section 7.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 7.4 Entire Agreement; Assignment.

7.4.1 This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

7.4.2 This Agreement shall not be assigned (whether pursuant to a merger, by operation of law or otherwise), by any Holder without the prior express written consent of HoldCo, except that (i) any Holder may, without consent, assign such Holder's rights under this Agreement to any transferee of HoldCo Equity Securities permitted under Section 5.2 and (ii) after the expiration of the Lock-Up Period, any Holder may, without consent, assign its rights, in whole and not in part, to any transferee of its Registrable Securities provided that such transferee continues to hold Registrable Securities or Warrants following such Transfer (any such transferees in each of clause (i) and (ii), a "**Permitted Transferee**"). This Agreement and the rights, duties and obligations of HoldCo hereunder may not be assigned or delegated by HoldCo in whole or in part. Any assignment made other than as provided in this Section 7.4 shall be null and void.

Section 7.5 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto (and its respective successors and permitted assigns), and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.6 Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, or in any way connected with or related or incidental to the dealings of the Parties in respect of this Agreement or any of the transactions contemplated hereby (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of New York, provided that matters that, as a matter of the laws of the Cayman Islands, are required to be governed by the laws of the Cayman Islands (including, without limitation, the effects of the CBRG Merger and the fiduciary duties that may apply to the directors and officers of the Parties) shall be governed by, and construed in accordance with, the laws of the Cayman Islands, without regard to laws that may be applicable under conflicts of laws principles that would cause the application of the laws of any jurisdiction other than the Cayman Islands to such matters.

Section 7.7 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF

LITIGATION, SEEK TO ENFORCE THAT FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.6.

Section 7.8 Headings; Interpretation. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement. Unless the context of this Agreement clearly requires otherwise, use of the masculine gender shall include the feminine and neutral genders and vice versa, and the definitions of terms contained in this Agreement are applicable to the singular as well as the plural forms of such terms. The words "includes" or "including" shall mean "including without limitation." The words "hereof," "hereby," "herein," "hereunder" and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular section or article in which such words appear, the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply "if." Any reference to a law shall include any rules and regulations promulgated thereunder, and shall mean such law as from time to time amended, modified or supplemented. References herein to any contract (including this Agreement) mean such contract as amended, supplemented or modified from time to time in accordance with the terms thereof.

Section 7.9 Counterparts. This Agreement may be executed and delivered (including by facsimile or portable document format (pdf) transmission) in counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Section 7.10 Specific Performance. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security or a bond as a prerequisite to obtaining equitable relief.

Section 7.11 Amendment. This Agreement may not be amended except by an instrument in writing signed by (i) HoldCo, (ii) CBRG Sponsor, and (iii) the Company Shareholders; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in its capacity as a holder of Registrable Securities, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected.

Section 7.12 Waiver. At any time, (i) the Company may (a) extend the time for the performance of any obligation or other act of any Holder, (b) waive any inaccuracy in the representations and warranties of any Holder contained herein or in any document delivered by such Holder pursuant hereto and (c) waive compliance with any agreement of such Holder or any condition to its own obligations contained herein. At any time, (i) the Holders may (a) extend the time for the performance of any obligation or other act of HoldCo, (b) waive any inaccuracy in the representations and warranties of HoldCo contained herein or in any document delivered by HoldCo pursuant hereto and (c) waive compliance with any agreement of HoldCo or any condition to their own obligations contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby.

Section 7.13 Further Assurances. At the request of HoldCo, in the case of any Holder, or at the request of any Holder, in the case of HoldCo, and without further consideration, each party shall execute and deliver or cause to be executed and delivered such additional documents and instruments and take such further action as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 7.14 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against any party.

(*Next Page is Signature Page*)

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

CB Holdings, Inc., a Nevada corporation

By: _____
Name: Andrew Cohen
Title: Authorized Signatory

Fulton AC 1 LLC, a Delaware limited liability company

By: _____
Name: Andrew Cohen
Title: Authorized Signatory

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

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By:_____
Name:
Title:
Address for notice:

Schedule A

Common Stock	
Alterola Biotech	5,000,000
EMC2 Capital LLC	800,000

Series A Preferred Stock	
Michael Hill	1000
Equity Trust Company FBO Bryan Sweeley	200
Leonite Capital	521
Bigger Capital Fund LP	295
District 2 Capital	295

Arena Capital - ASOF	464
Arena Capital - ASOPI	1035
Arena Capital -ASOPII	2001
Walleye Opportunities Master Fund Ltd	3660
Macrab LLC	175
Dragon Dynamic Catalytic Bridge SAC Fund	765
ProActive Capital LP	100
Seven Knots LLC	96
Keystone Capital Partners LLC	144
Britta Evans	100
James Hopkins	25
MastHill Fund LP	196
Jefferson Street Capital	435
Mammoth Crest Capital LLC	1000
RFO Holdings Ltd	135
Ncorner Management LLC	100
EMC2 Capital LLC	4258

SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (the "**Agreement**"), dated as of June __, 2024, is by and among Phytanix Bio, Inc., a Nevada corporation with offices located at 701 Anacapa Street, Suite C, Santa Barbara, CA 93101 (the "**Company**"), and each of the investors signatory hereto (individually, a "**Buyer**" and collectively, the "**Buyers**").

RECITALS

A. The Company and each Buyer is executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "**1933 Act**"), and Rule 506(b) of Regulation D ("**Regulation D**") as promulgated by the United States Securities and Exchange Commission (the "**SEC**") under the 1933 Act.

B. The Company has authorized a new series of promissory notes of the Company, in the aggregate original principal amount of $0.000000001, substantially in the form attached hereto as **Exhibit A** (the "**Notes**").

C. The Company has authorized a new series of convertible preferred stock of the Company designated as Series A Convertible Preferred Stock, $0.000000001 par value, the terms of which are set forth in the certificate of designation for such series of Preferred Stock (the "**Certificate of Designations**") in the form attached hereto as **Exhibit B** (together with any convertible preferred shares issued in replacement thereof in accordance with the terms thereof, the "**Series A Preferred Stock**"), which Series A Preferred Stock shall be convertible into shares of Common Stock (as defined below) (such shares of Common Stock issuable pursuant to the terms of the Certificate of Designations, including, without limitation, upon conversion or otherwise, collectively, the "**Conversion Shares**"), in accordance with the terms of the Certificate of Designations.

D. Each Buyer wishes to purchase, and the Company wishes to sell, upon the terms and conditions stated in this Agreement, (i) a Note in the aggregate original principal amount as is set forth on the signature page of such Buyer attached hereto, (ii) a warrant to initially acquire up to that aggregate number of additional shares of Common Stock as is set forth on the signature page of such Buyer attached hereto, substantially in the form attached hereto as **Exhibit C** (the "**Common Warrants**") (as exercised, collectively, the "**Warrant Common Shares**"), (iii) a warrant to initially acquire up to that aggregate number of additional shares of Series A Preferred Stock as is set forth on the signature page of such Buyer attached hereto, substantially in the form attached hereto as **Exhibit D-1** (the "**Series A Preferred Warrants**") (as exercised, collectively, the "**Series A Preferred Warrant Shares**") and (iv) a warrant to initially acquire up to that aggregate number of additional shares of Series A Preferred Stock as is set forth on the signature page of such Buyer attached hereto, substantially in the form attached hereto as **Exhibit D-2** (the "**Series B Preferred Warrants**", and together with the Series A Preferred Warrants, the "**Preferred Warrants**") (as exercised, collectively, the "**Series B Preferred Warrant Shares**", and together with the Series A Preferred Warrant Shares, the "**Preferred Shares"**).

E. The Notes, the Preferred Shares, the Conversion Shares, the Preferred Warrants, the Common Warrants and the Warrant Common Shares are collectively referred to herein as the "**Securities**."

AGREEMENT

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

1. PURCHASE AND SALE OF NOTES, COMMON WARRANTS AND PREFERRED WARRANTS.

(a) Purchase of Notes, Common Warrants and Preferred Warrants. Subject to the satisfaction (or waiver) of the conditions set forth in Sections 6 and 7 below, the Company shall issue and sell to each Buyer, and each Buyer severally, but not jointly, agrees to purchase from the Company on the Closing Date (as defined below) (i) a Note in the original principal amount as is set forth on the signature page of such Buyer attached hereto, (ii) Common Warrants to initially acquire up to that aggregate number of Warrant Common Shares as is set forth on the signature page of such Buyer attached hereto, (iii) Series A Preferred Warrants to initially acquire up to that aggregate number of Series A Warrant Preferred Shares as is set forth on the signature page of such Buyer attached hereto and (iv) Series B Preferred Warrants to initially acquire up to that aggregate number of Series B Warrant Preferred Shares as is set forth on the signature page of such Buyer attached hereto.

(b) Closing. The closing (the "**Closing**") of the purchase of the Notes, the Common Warrants and the Preferred Warrants by the Buyers shall occur at the offices of Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, NY 10007. The date and time of the Closing (the "**Closing Date**") shall be 10:00 a.m., New York time, on the first (1st) Business Day on which the conditions to the Closing set forth in Sections 6 and 7 below are satisfied or waived (or such other date as is mutually agreed to by the Company and each Buyer). As used herein "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home", "shelter-in-place", "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York generally are open for use by customers on such day.

(c) Purchase Price. The aggregate purchase price for the Notes, the Common Warrants and the Preferred Warrants to be purchased by each Buyer (the "**Purchase Price**") shall be the amount set forth on the signature page of such Buyer attached hereto. Each Buyer shall pay $750 for each $1,000 of principal amount of Series A Preferred Stock and the related Preferred Warrants and Common Warrants to be purchased by such Buyer at the Closing. Each Buyer and the Company agree that the Notes, the Series A Preferred Stock, the Preferred Warrants and the Common Warrants constitute an "investment unit" for purposes of Section 1273(c)(2) of the Internal Revenue Code of 1986, as amended (the "**Code**"). The Buyers and the Company mutually agree that the allocation of the issue price of such investment unit between the Notes, the Preferred Warrants and the Common Warrants, in accordance with Section 1273(c)(2) of the Code and Treasury Regulation Section 1.1273-2(h) shall be as mutually agreed by the Company and each Buyer as a result of such aggregate amount of Notes, Preferred Warrants and Common Warrants purchased by such Buyer, as applicable, and neither the Buyers nor the Company shall take any position inconsistent with such allocation in any tax return or in any judicial or administrative proceeding in respect of taxes.

(d) Form of Payment. On the Closing Date, (i) each Buyer shall pay its respective Purchase Price to the Company for the Notes, the Common Warrants and the Preferred Warrants to be issued and sold to such Buyer at the Closing, by wire transfer of immediately available funds in accordance with the Flow of Funds Letter (as

defined below) and (ii) the Company shall deliver to each Buyer (A) a Note in the aggregate original principal amount as is set forth on the signature page of such Buyer attached hereto, (B) a Common Warrant pursuant to which such Buyer shall have the right to initially acquire up to such aggregate number of Warrant Common Shares as is set forth on the signature page of such Buyer attached hereto, (C) a Series A Preferred Warrant to initially acquire up to that aggregate number of Series A Warrant Preferred Shares as set forth on the signature page of such Buyer attached hereto, and (D) a Series B Preferred Warrant to initially acquire up to that aggregate number of Series B Warrant Preferred Shares as set forth on the signature page of such Buyer attached hereto, in each case, duly executed on behalf of the Company and registered in the name of such Buyer or its designee.

2. BUYER'S REPRESENTATIONS AND WARRANTIES.

Each Buyer, severally and not jointly, represents and warrants to the Company with respect to only itself that, as of the date hereof and as of the Closing Date:

(a) Organization; Authority. Such Buyer is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with the requisite power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents (as defined below) to which it is a party and otherwise to carry out its obligations hereunder and thereunder.

(b) No Public Sale or Distribution. Such Buyer (i) is acquiring its Note, Preferred Warrants and Common Warrants, (ii) upon conversion of its Preferred Shares will acquire the Conversion Shares issuable upon conversion thereof, (iii) upon exercise of its Common Warrants (other than pursuant to a Cashless Exercise (as defined in the Common Warrants)) will acquire the Warrant Common Shares issuable upon exercise thereof and (iv) upon exercise of its Preferred Warrants will acquire the Preferred Shares issuable upon exercise thereof, in each case, for its own account and not with a view towards, or for resale in connection with, the public sale or distribution thereof in violation of applicable securities laws, except pursuant to sales registered or exempted under the 1933 Act; provided, however, by making the representations herein, such Buyer does not agree, or make any representation or warranty, to hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement or an exemption from registration under the 1933 Act. Such Buyer does not presently have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Securities in violation of applicable securities laws. For purposes of this Agreement, "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and any Governmental Entity or any department or agency thereof.

(c) Accredited Investor Status. Such Buyer is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D.

(d) Reliance on Exemptions. Such Buyer understands that the Securities are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and such Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of such Buyer to acquire the Securities.

(e) Information. Such Buyer and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Securities that have been requested by such Buyer. Such Buyer and its advisors, if any, have been afforded the opportunity

to ask questions of the Company. Neither such inquiries nor any other due diligence investigations conducted by such Buyer or its advisors, if any, or its representatives shall modify, amend or affect such Buyer's right to rely on the Company's representations and warranties contained herein. Such Buyer understands that its investment in the Securities involves a high degree of risk. Such Buyer has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Securities.

(f) No Governmental Review. Such Buyer understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Securities nor have such authorities passed upon or endorsed the merits of the offering of the Securities.

(g) Transfer or Resale. Such Buyer understands that except as may be contemplated in connection with a Public Company Date (as defined below): (i) the Securities have not been and are not being registered under the 1933 Act or any state securities laws, and may not be offered for sale, sold, assigned or transferred unless (A) subsequently registered thereunder, (B) such Buyer shall have delivered to the Company (if requested by the Company) an opinion of counsel, in a form reasonably acceptable to the Company, to the effect that such Securities to be sold, assigned or transferred may be sold, assigned or transferred pursuant to an exemption from such registration, or (C) such Buyer provides the Company with reasonable assurance that such Securities can be sold, assigned or transferred pursuant to Rule 144 or Rule 144A promulgated under the 1933 Act (or a successor rule thereto) (collectively, "**Rule 144**"); (ii) any sale of the Securities made in reliance on Rule 144 may be made only in accordance with the terms of Rule 144, and further, if Rule 144 is not applicable, any resale of the Securities under circumstances in which the seller (or the Person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the 1933 Act) may require compliance with some other exemption under the 1933 Act or the rules and regulations of the SEC promulgated thereunder; and (iii) neither the Company nor any other Person is under any obligation to register the Securities under the 1933 Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder. Notwithstanding the foregoing, the Securities may be pledged in connection with a bona fide margin account or other loan or financing arrangement secured by the Securities and such pledge of Securities shall not be deemed to be a transfer, sale or assignment of the Securities hereunder, and no Buyer effecting a pledge of Securities shall be required to provide the Company with any notice thereof or otherwise make any delivery to the Company pursuant to this Agreement or any other Transaction Document (as defined in Section 3(b)), including, without limitation, this Section 2(g).

(h) Validity; Enforcement. This Agreement has been duly and validly authorized, executed and delivered on behalf of such Buyer and shall constitute the legal, valid and binding obligations of such Buyer enforceable against such Buyer in accordance with their respective terms, except as such enforceability may be limited by general principles of equity or to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies.

(i) No Conflicts. The execution, delivery and performance by such Buyer of this Agreement and the consummation by such Buyer of the transactions contemplated hereby will not (i) result in a violation of the organizational documents of such Buyer, or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which such Buyer is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to such Buyer, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights

or violations which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of such Buyer to perform its obligations hereunder.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to each of the Buyers that, as of the date hereof and as of the Closing Date:

(a) Organization and Qualification. Each of the Company and each of its Subsidiaries are entities duly organized and validly existing and in good standing under the laws of the jurisdiction in which they are formed, and have the requisite power and authority to own their properties and to carry on their business as now being conducted and as presently proposed to be conducted. Each of the Company and each of its Subsidiaries is duly qualified as a foreign entity to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not reasonably be expected to have a Material Adverse Effect (as defined below). As used in this Agreement, "**Material Adverse Effect**" means any material adverse effect on (i) the business, properties, assets, liabilities, operations (including results thereof), condition (financial or otherwise) or prospects of the Company or any Subsidiary, individually or taken as a whole, (ii) the transactions contemplated hereby or in any of the other Transaction Documents or any other agreements or instruments to be entered into in connection herewith or therewith or (iii) the authority or ability of the Company or any of its Subsidiaries to perform any of their respective obligations under any of the Transaction Documents (as defined below). Other than the Persons (as defined below) set forth on Schedule 3(a), the Company has no Subsidiaries. "**Subsidiaries**" means any Person in which the Company, directly or indirectly, (I) owns any of the outstanding capital stock or holds any equity or similar interest of such Person or (II) controls or operates all or any part of the business, operations or administration of such Person, and each of the foregoing, is individually referred to herein as a "**Subsidiary**."

(b) Authorization; Enforcement; Validity. The Company has the requisite power and authority to enter into and perform its obligations under this Agreement and the other Transaction Documents and to issue the Securities in accordance with the terms hereof and thereof. The execution and delivery of this Agreement and the other Transaction Documents by the Company, and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Notes, the issuance of the Common Warrants and the Preferred Warrants, the reservation for issuance and issuance of the Warrant Common Shares issuable upon exercise of the Common Warrants and the reservation for issuance and issuance of the Preferred Shares issuable upon exercise of the Preferred Warrants) have been duly authorized by the Company's board of directors or other governing body, as applicable, and (other than the filing with the SEC of the registration statement with respect to the Business Combination (as defined in the Notes), a Form D with the SEC and any filing(s) required by applicable state "blue sky" securities laws, rules and regulations (together the "**Securities Filings**")) no further filing, consent or authorization is required by the Company, its Subsidiaries, their respective boards of directors or their shareholders or other governing body. This Agreement has been, and the other Transaction Documents to which it is a party will be prior to the Closing, duly executed and delivered by the Company, and each constitutes the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its respective terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies and except as rights to indemnification and to contribution may be limited by federal or state securities law. The Certificate of Designations in the form attached hereto as Exhibit A has been filed with the Secretary of State of the State of

Nevada and is in full force and effect, enforceable against the Company in accordance with its terms and has not have been amended. "**Transaction Documents**" means, collectively, this Agreement, the Notes, the Preferred Warrants, the Common Warrants, the Certificate of Designations, the Leak-Out Agreements (as defined below) and each of the other agreements and instruments entered into or delivered by any of the parties hereto in connection with the transactions contemplated hereby and thereby, as may be amended from time to time.

(c) Issuance of Securities. The issuance of the Notes, the Preferred Warrants and the Common Warrants are duly authorized and upon issuance in accordance with the terms of the Transaction Documents shall be validly issued, fully paid and non-assessable and free from all preemptive or similar rights, mortgages, defects, claims, liens, pledges, charges, taxes, rights of first refusal, encumbrances, security interests and other encumbrances (collectively "**Liens**") with respect to the issuance thereof. As of the Closing, the Company shall have reserved from its duly authorized capital stock not less than the sum of (i) 200% of the maximum number of Conversion Shares issuable upon conversion of the Preferred Shares (assuming for purposes hereof that (x) the Preferred Warrants have been exercised in full, (y) the Preferred Shares are convertible at the Alternate Conversion Price (as defined in the Certificate of Designations) assuming an Alternate Conversion Date as of the applicable date of determination and (z) any such conversion shall not take into account any limitations on the conversion of the Preferred Shares set forth in the Certificate of Designations), (ii) 100% of the maximum number of Preferred Shares initially issuable upon exercise of the Preferred Warrants and (iii) 100% of the maximum number of Warrant Common Shares initially issuable upon exercise of the Common Warrants (assuming for purposes hereof that (x) the Common Warrants have been exercised in full and (y) any such exercise shall not take into account any limitations on the exercise of the Common Warrants set forth therein). Upon issuance or conversion in accordance with the Preferred Shares or exercise in accordance with the

Common Warrants or the Preferred Warrants (as the case may be), the Conversion Shares, the Warrant Common Shares and the Preferred Shares, respectively, when issued, will be validly issued, fully paid and nonassessable and free from all preemptive or similar rights or Liens with respect to the issue thereof, with the holders being entitled to all rights accorded to a holder of Common Stock or Series A Preferred Stock, as applicable. Subject to the accuracy of the representations and warranties of the Buyers in this Agreement, the offer and issuance by the Company of the Securities is exempt from registration under the 1933 Act.

(d) No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Notes, the Common Warrants, the Preferred Warrants, the Preferred Shares and the Warrant Common Shares and the reservation for issuance of the Conversion Shares, the Preferred Shares and the Warrant Common Shares) will not (i) result in a violation of the Articles of Incorporation (as defined below) (including, without limitation, any certificate of designation contained therein), Bylaws (as defined below), certificate of formation, memorandum of association, articles of association, bylaws or other organizational documents of the Company or any of its Subsidiaries, or any capital stock or other securities of the Company or any of its Subsidiaries, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) in any respect under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company or any of its Subsidiaries is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including, without limitation, foreign, federal and state securities laws and regulations) applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected.

(e) Consents. Neither the Company nor any Subsidiary is required to obtain any consent from, authorization or order of, or make any filing or registration with (other than the Securities Filings), any Governmental Entity (as defined below) or any regulatory or self-regulatory agency or any other Person in order for it to execute, deliver or perform any of its respective obligations under or contemplated by the Transaction Documents, in each case, in accordance with the terms hereof or thereof. All consents, authorizations, orders, filings and registrations which the Company or any Subsidiary is required to obtain pursuant to the preceding sentence have been or will be obtained or effected on or prior to the Closing Date, and neither the Company nor any of its Subsidiaries are aware of any facts or circumstances which might prevent the Company or any of its Subsidiaries from obtaining or effecting any of the registration, application or filings contemplated by the Transaction Documents. "**Governmental Entity**" means any nation, state, county, city, town, village, district, or other political jurisdiction of any nature, federal, state, local, municipal, foreign, or other government, governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal), multi-national organization or body; or body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature or instrumentality of any of the foregoing, including any entity or enterprise owned or controlled by a government or a public international organization or any of the foregoing.

(f) No General Solicitation; Placement Agent's Fees. Neither the Company, nor any of its Subsidiaries or affiliates, nor any Person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Securities. The Company shall be responsible for the payment of any placement agent's fees, financial advisory fees, or brokers' commissions (other than for Persons engaged by any Buyer or its investment advisor) relating to or arising out of the transactions contemplated hereby. The Company shall pay, and hold each Buyer harmless against, any liability, loss or expense (including, without limitation, attorney's fees and out-of-pocket expenses) arising in connection with any such claim. Neither the Company nor any of its Subsidiaries has engaged any placement agent or other agent in connection with the offer or sale of the Securities.

(g) Dilutive Effect. The Company understands and acknowledges that the number of Conversion Shares and Warrant Common Shares will increase in certain circumstances. The Company further acknowledges that its obligation to issue the Conversion Shares pursuant to the terms of the Preferred Shares in accordance with this Agreement and the Certificate of Designations, the Preferred Shares upon exercise of the Preferred Warrants in accordance with this Agreement and the Preferred Warrants and the Warrant Common Shares upon exercise of the Common Warrants in accordance with this Agreement and the Common Warrants is, in each case, absolute and unconditional regardless of the dilutive effect that such issuance may have on the ownership interests of other stockholders of the Company.

(h) Application of Takeover Protections; Rights Agreement. The Company and its board of directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, interested stockholder, business combination, poison pill (including, without limitation, any distribution under a rights agreement), stockholder rights plan or other similar anti-takeover provision under the Articles of Incorporation, Bylaws or other organizational documents or the laws of the jurisdiction of its incorporation or otherwise which is or could become applicable to any Buyer as a result of the transactions contemplated by this Agreement, including, without limitation, the Company's issuance of the Securities and any Buyer's ownership of the Securities. The Company and its board of directors have taken all necessary action, if any, in order to render inapplicable any stockholder rights plan or similar arrangement relating to accumulations of beneficial ownership of shares of Common Stock or a change in control of the Company or any of its Subsidiaries.

(i) Material Liabilities; Financial Information. Except as set forth on Schedule 3(i)(i), the Company has no liabilities or obligations, absolute or contingent (individually or in the aggregate), except obligations under contracts made in the ordinary course of business that as of the date of this Agreement would not be required to be reflected in financial statements prepared in accordance with generally accepted accounting principles as applied in the United States, consistently applied for the periods covered thereby ("**GAAP**"). The historical financial information of the Company delivered to the Buyers on or prior to the date hereof, and attached hereto as Schedule 3(i)(ii) (collectively, the "**Financial Statements**"), fairly present in all material respects the financial position of the Company and its Subsidiaries, on a consolidated basis, at the respective dates thereof, subject to adjustments which are not expected to have a Material Adverse Effect on the Company and its Subsidiaries, taken as a whole.

(j) Conduct of Business; Regulatory Permits. Neither the Company nor any of its Subsidiaries is in violation of any term of or in default under its Articles of Incorporation, any certificate of designation, preferences or rights of any other outstanding series of preferred stock of the Company or any of its Subsidiaries or Bylaws or their organizational charter, certificate of formation, memorandum of association, articles of association, Articles of Incorporation or certificate of incorporation or bylaws, respectively. Neither the Company nor any of its Subsidiaries is in violation of any judgment, decree or order or any statute, ordinance, rule or regulation applicable to the Company or any of its Subsidiaries, and neither the Company nor any of its Subsidiaries will conduct its business in violation of any of the foregoing, except in all cases for possible violations which could not, individually or in the aggregate, have a Material Adverse Effect. The Company and each of its Subsidiaries possess all certificates, authorizations and permits issued by the appropriate regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such certificates, authorizations or permits would not have, individually or in the aggregate, a Material Adverse Effect, and neither the Company nor any such Subsidiary has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit. There is no agreement, commitment, judgment, injunction, order or decree binding upon the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries is a party which has or would reasonably be expected to have the effect of prohibiting or materially impairing any business practice of the Company or any of its Subsidiaries, any acquisition of property by the Company or any of its Subsidiaries or the conduct of business by the Company or any of its Subsidiaries as currently conducted other than such effects, individually or in the aggregate, which have not had and would not reasonably be expected to have a Material Adverse Effect on the Company or any of its Subsidiaries.

(l) Equity Capitalization.

(i) Definitions:

(A) "**Common Stock**" means (x) the Company's shares of common stock, $0.000000001 par value per share, and (y) any capital stock into which such common stock shall have been changed or any share capital resulting from a reclassification of such common stock.

(B) "**Preferred Stock**" means (x) the Company's blank check preferred stock, $0.000000001 par value per share, the terms of which may be designated by the board of directors of the Company in a certificate of designations and (y) any capital stock into which such preferred stock shall have been changed or any share capital resulting from a reclassification of such preferred stock (other than a conversion of such preferred stock into Common Stock in accordance with the terms of such certificate of designations).

(ii) Authorized and Outstanding Capital Stock. As of the date hereof, the authorized capital stock of the Company consists of (A) 10,000,000 shares of Common Stock, of which, 5,800,000 are issued and outstanding and no shares are reserved for issuance pursuant to Convertible Securities (as defined below) (other than the Preferred Shares, the Preferred Warrants and the Common Warrants) exercisable or exchangeable for, or convertible into, shares of Common Stock and (B) 100,000 shares of Preferred Stock, 17,000 of which are issued and outstanding. No shares of Common Stock are held in the treasury of the Company. "**Convertible Securities**" means any capital stock or other security of the Company or any of its Subsidiaries that is at any time and under any circumstances directly or indirectly convertible into, exercisable or exchangeable for, or which otherwise entitles the holder thereof to acquire, any capital stock or other security of the Company (including, without limitation, Common Stock) or any of its Subsidiaries.

(iii) Valid Issuance; Available Shares; Affiliates. All of such outstanding shares are duly authorized and have been, or upon issuance will be, validly issued and are fully paid and nonassessable. Schedule 3(l)(iii) sets forth the number of shares of Common Stock that are (A) reserved for issuance pursuant to Convertible Securities (as defined below) (other than the Preferred Shares, the Preferred Warrants and the Common Warrants) and (B) that are, as of the date hereof, owned by Persons who are "affiliates" (as defined in Rule 405 of the 1933 Act and calculated based on the assumption that only officers, directors and holders of at least 10% of the Company's issued and outstanding Common Stock are "affiliates" without conceding that any such Persons are "affiliates" for purposes of federal securities laws) of the Company or any of its Subsidiaries. To the Company's knowledge, no Person owns 10% or more of the Company's issued and outstanding shares of Common Stock (calculated based on the assumption that all Convertible Securities (as defined below), whether or not presently exercisable or convertible, have been fully exercised or converted (as the case may be) taking account of any limitations on exercise or conversion (including "blockers") contained therein without conceding that such identified Person is a 10% stockholder for purposes of federal securities laws).

(iv) Existing Securities; Obligations. Except as disclosed on Schedule 3(l)(iv): (A) none of the Company's or any Subsidiary's shares, interests or capital stock is subject to preemptive rights or any other similar rights or Liens suffered or permitted by the Company or any Subsidiary; (B) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any shares, interests or capital stock of the Company or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to issue additional shares, interests or capital stock of the Company or any of its Subsidiaries or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any shares, interests or capital stock of the Company or any of its Subsidiaries; (C) there are no agreements or arrangements under which the Company or any of its Subsidiaries is obligated to register the sale of any of their securities under the 1933 Act; (D) there are no outstanding securities or instruments of the Company or any of its Subsidiaries which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to redeem a security of the Company or any of its Subsidiaries; (E) there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance of the Securities; and (F) neither the Company nor any Subsidiary has any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement.

(v) Organizational Documents. The Company has furnished to the Buyers true, correct and complete copies of the Company's Articles of Incorporation, as amended and as in effect on the date hereof (the "**Articles of Incorporation**"), and the Company's bylaws, as amended and as in effect on the date hereof (the "**Bylaws**"), and the terms of all Convertible Securities and the material rights of the holders thereof in respect thereto.

(m) Indebtedness and Other Contracts. Neither the Company nor any of its Subsidiaries, (i) except as disclosed on Schedule 3(m), has any outstanding debt securities, notes, credit agreements, credit facilities or other agreements, documents or instruments evidencing Indebtedness of the Company or any of its Subsidiaries or by which the Company or any of its Subsidiaries is or may become bound, (ii) is a party to any contract, agreement or instrument, the violation of which, or default under which, by the other party(ies) to such contract, agreement or instrument could reasonably be expected to result in a Material Adverse Effect, (iii) has any financing statements securing obligations in any amounts filed in connection with the Company or any of its Subsidiaries; (iv) is in violation of any term of, or in default under, any contract, agreement or instrument relating to any Indebtedness, except where such violations and defaults would not result, individually or in the aggregate, in a Material Adverse Effect, or (v) is a party to any contract, agreement or instrument relating to any Indebtedness, the performance of which, in the judgment of the Company's officers, has or is expected to have a Material Adverse Effect. For purposes of this Agreement: (x) "**Indebtedness**" of any Person means, without duplication (A) all indebtedness for borrowed money, (B) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (including, without limitation, "capital leases" in accordance with GAAP) (other than trade payables entered into in the ordinary course of business consistent with past practice), (C) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (D) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (E) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (F) all monetary obligations under any leasing or similar arrangement which, in connection with GAAP, consistently applied for the periods covered thereby, is classified as a capital lease, (G) all indebtedness referred to in clauses (A) through (F) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in any property or assets (including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness, and (H) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (A) through (G) above; and (y) "**Contingent Obligation**" means, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any Indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto.

(n) Litigation. There is no action, suit, arbitration, proceeding, inquiry or investigation before or by any court, public board, other Governmental Entity, self-regulatory organization or body pending or, to the knowledge of the Company, threatened against or affecting the Company or any of its Subsidiaries, the Common Stock or any of the Company's or its Subsidiaries' officers or directors , whether of a civil or criminal nature or otherwise, in their capacities as such, except as set forth in Schedule 3(n). No director, officer or employee of the Company or any of its subsidiaries has willfully violated 18 U.S.C. §1519 or engaged in spoliation in

reasonable anticipation of litigation. After reasonable inquiry of its employees, the Company is not aware of any fact which might result in or form the basis for any such action, suit, arbitration, investigation, inquiry or other proceeding. Neither the Company nor any of its Subsidiaries is subject to any order, writ, judgment, injunction, decree, determination or award of any Governmental Entity.

(o) Insurance. The Company and each of its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company and its Subsidiaries are engaged. Neither the Company nor any such Subsidiary has been refused any insurance coverage sought or applied for, and neither the Company nor any such Subsidiary has any reason to believe that it will be unable to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

(p) Employee Matters; Benefit Plans.

(i) Except as set forth on Schedule 3(p)(i), the employment of each officer and employee of the Company is terminable at the will of the Company. The Company and its Subsidiaries have complied in all material respects with all applicable laws relating to wages, hours, equal opportunity, collective bargaining, workers' compensation insurance and the payment of social security and other taxes. The Company is not aware that any officer, key employee or group of employees intends to terminate his, her or their employment with the Company or its Subsidiaries, as the case may be, nor does the Company have a present intention, or know of a present intention of its Subsidiaries, to terminate the employment of any officer, key employee or group of employees. There are no pending or, to the knowledge of the Company, threatened employment discrimination charges or complaints against or involving the Company or its Subsidiaries before any federal, state, or local board, department, commission or agency, or unfair labor practice charges or complaints, disputes or grievances affecting the Company or its Subsidiaries.

(ii) Since the Company's inception, neither the Company nor its Subsidiaries has experienced any labor disputes, union organization attempts or work stoppage due to labor disagreements. There are no unfair labor practice charges or complaints against the Company or its Subsidiaries pending, or to the knowledge of the Company, threatened before the National Labor Relations Board or any comparable state agency or authority. There are no written or oral contracts, commitments, agreements, understandings or other arrangements with any labor organization, nor work rules or practices agreed to with any labor organization or employee association, applicable to employees of the Company or any of its Subsidiaries, nor is the Company or its Subsidiaries a party to, or bound by, any collective bargaining or similar agreement; there is not, and since the Company's inception there has not been, any representation of the employees of the Company or its Subsidiaries by any labor organization and, to the knowledge of the Company, there are no union organizing activities among the employees of the Company or its Subsidiaries, and to the knowledge of the Company, no question concerning representation has been raised or is threatened respecting the employees of the Company or its Subsidiaries.

(iii) Schedule 3(p)(iii) contains a true, correct and complete list of each pension, retirement, savings, deferred compensation and profit-sharing plan and each stock option, stock appreciation, stock purchase, performance share, bonus or other incentive plan, severance plan, health, group insurance or other welfare plan, or other similar plan (whether written or otherwise) and any "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security

Act of 1974, as amended ("**ERISA**"), under which the Company has any current or future obligation or liability (including any potential, contingent or secondary liability under Title IV of ERISA)

or under which any employee or former employee (or beneficiary of any employee or former employee) of the Company has or may have any current or future right to benefits (the term "plan" shall include any contract, agreement (including an employment or independent contractor agreement), policy or understanding, each such plan being hereinafter referred to in this Agreement individually as a "**Benefit Plan**"). The Company has delivered to each Buyer true, correct and complete copies of (i) each material Benefit Plan, including any amendments thereto, (ii) the summary plan description, if any, for each Benefit Plan, including any summaries of material modifications made since the most recent summary plan description, (iii) the latest annual report which has been filed with the Internal Revenue Service (the "**IRS**") for each Benefit Plan required to file an annual report, and (iv) the most recent IRS determination letter for each Benefit Plan that is a pension plan (as defined in ERISA) intended to be qualified under Section 401(a) of the Code. Each Benefit Plan intended to be tax qualified under Sections 401(a) and 501(a) of the Code is and has been determined by the IRS to be tax qualified under Sections 401(a) and 501(a) of the Code and, since such determination, no amendment to or failure to amend any such Benefit Plan and no other event or circumstance has occurred that could reasonably be expected to adversely affect its tax qualified status.

(iv) There are no actions, claims, audits, lawsuits or arbitrations pending, or, to the knowledge of the Company, threatened, with respect to any Benefit Plan or the assets of any Benefit Plan. Except as set forth in Schedule 3(p)(iv), each Benefit Plan has been administered in all material respects in accordance with its terms and with all applicable Legal Requirements (as defined below) (including, without limitation, the Code and ERISA). "**Legal Requirement**" means any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty.

(v) Except as set forth in Schedule 3(p)(v), the consummation of the transactions contemplated by this Agreement will not (1) entitle any employee or independent contractor of the Company or its Subsidiaries to severance pay or termination benefits, (2) accelerate the time of payment or vesting, or increase the amount of compensation due to any current or former employee or independent contractor of the Company or its Subsidiaries, (3) obligate the Company or any of its affiliates to pay or otherwise be liable for any compensation, vacation days, pension contribution or other benefits to any current or former employee, consultant, agent or independent contractor of the Company or its Subsidiaries for periods before the applicable Closing Date, (4) require assets to be set aside or other forms of security to be provided with respect to any liability under a Benefit Plan, or (5) result in any "parachute payment" (within the meaning of Section 280G of the Code) under any Benefit Plan.

(vi) No Benefit Plan is subject to the provisions of Section 412 of the Code or Part 3 of Subtitle B of Title I of ERISA. No Benefit Plan is subject to Title IV of ERISA and no Benefit Plan is a "multiemployer plan" (within the meaning of Section 3(37) of ERISA). Since inception, neither the Company, its Subsidiaries, nor any business or entity treated as a single employer with the Company or its Subsidiaries for purposes of Title IV of ERISA contributed to or was obliged to contribute to a pension plan that was at any time subject to Title IV of ERISA.

(vii) No Benefit Plan has provided, been required to provide, provides or is required to provide, at any time in the past, present, or future, health, medical, dental, accident, disability, death or survivor benefits to or in respect of any Person beyond one year following termination of employment, except to the extent required under any state insurance law or under Part 6 of Subtitle B of Title I of ERISA and under Section 4980B of the Code. No Benefit Plan covers any individual that is not an employee or advisor of the Company or its Subsidiaries, other than spouses and dependents of employees under health and child care policies listed in Schedule 3(p)(vii), true and complete copies of which have been made available to each Buyer.

Except as otherwise permitted pursuant to employment agreements with the Company disclosed to the Buyers, each officer of the Company is currently devoting all of such officer's business time to the conduct of the business of the Company. Except as otherwise permitted pursuant to employment agreements with the Company disclosed to the Buyers, the Company is not aware of any officer or key employee of the Company or any of its Subsidiaries planning to work less than full time at the Company or its Subsidiaries in the future.

(q) Assets; Title.(i) Each of the Company and its Subsidiaries has good and valid title to, or a valid leasehold interest in, as applicable, all of its properties and assets, free and clear of all Liens except (i) any Lien for taxes not yet due or delinquent or being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, (ii) any statutory Lien arising in the ordinary course of business by operation of law with respect to a liability that is not yet due or delinquent, (iii) any Lien created by operation of law, such as materialmen's liens, mechanics' liens and other similar liens, arising in the ordinary course of business with respect to a liability that is not yet due or delinquent or that are being contested in good faith by appropriate proceedings, and (iv) such as have been disposed of in the ordinary course of business. All tangible personal property owned by the Company and its Subsidiaries has been maintained in good operating condition and repair, except (x) for ordinary wear and tear, and (y) where such failure would not have a Material Adverse Effect. All assets leased by the Company or any of its Subsidiaries are in the condition required by the terms of the lease applicable thereto during the term of such lease and upon the expiration thereof. The Company and its Subsidiaries have good and marketable title in fee simple to all real property, if any, and good and marketable title to all personal property owned by them which is material to the business of the Company and its Subsidiaries, in each case free and clear of all liens, encumbrances and defects except such Liens set forth in Schedule 3(q)(i).(ii)Schedule 3(q)(ii) sets forth a complete list of all real property and interests in real property leased by the Company as of the date hereof (the "**Real Property**"). The Company has good and valid leasehold interest in all real property and interests in real property shown on Schedule 3(q)(ii) to be leased by it free and clear of all Liens except where such Liens would not have a Material Adverse Effect. Except as set forth on Schedule 3(q)(ii), there exists no default, or any event which upon notice or the passage of time, or both, would give rise to any default, in the performance of the Company or by any lessor under any such lease, nor, to the knowledge of the Company, is the landlord of any such lease in default except where any such default would not have a Material Adverse Effect.(r)Intellectual Property.(i)Except as set forth on Schedule 3(r)(i), the Company and its Subsidiaries own all right, title and interest in and to, or have a valid and enforceable license to use all the Intellectual Property used by them in connection with the their respective businesses, which represents all intellectual property rights necessary to the conduct of the their business as now conducted. The Company and its Subsidiaries are in compliance with all contractual obligations relating to the protection of such of the Intellectual Property as they

use pursuant to license or other agreement. The conduct of the business of the Company and its Subsidiaries, to the knowledge of the Company, as currently conducted, or as reasonably be expected to be conducted, does not, and is not reasonably expected to, conflict with or infringe any proprietary right or Intellectual Property of any third party, including, without limitation, the transmission, reproduction, use, display or modification of any content or material (including framing, and linking web site content) on a web site, bulletin board or other like medium hosted by or on behalf of the Company or any of its Subsidiaries, except for such infringements and conflicts which would not reasonably be expected to have a Material Adverse Effect. There is no claim, suit, action or proceeding pending or, to the knowledge of the Company, threatened against the Company or any Subsidiary: (i) alleging any such conflict or infringement with any third party's proprietary rights; or (ii) challenging the Company's or any Subsidiary's ownership or use of, or the validity or enforceability of any Intellectual Property. (ii)Schedule 3(r)(ii) sets forth a complete and current list of registered trademarks or copyrights, issued patents, applications therefor, or other forms of Intellectual Property registration anywhere in the world that is owned by the Company or a Subsidiary ("**Listed Intellectual Property**") and the owner of record, date of application or issuance and relevant jurisdiction as to each. All Listed Intellectual Property is owned by the Company or a Subsidiary, free and clear of security interests, liens, encumbrances or claims of any nature. All Listed Intellectual Property is valid, subsisting, unexpired, in proper form and enforceable and all renewal fees and other maintenance fees that have fallen due on or prior to the effective date of this Agreement have been paid. No Listed Intellectual Property is the subject of any proceeding before any governmental, registration or other authority in any jurisdiction, including any office action or other form of preliminary or final refusal of registration, except as noted on Schedule 3(r)(ii). The consummation of the transactions contemplated hereby will not alter or impair any Intellectual Property that is owned or licensed by the Company or a Subsidiary.(iii)Schedule 3(r)(iii) sets forth a complete list of all agreements relating to Intellectual Property to which the Company or a Subsidiary is a party, subject or bound (the "**Intellectual Property Contracts**") (other than agreements involving (A) the license of the Company of standard, generally commercially available "off-the-shelf" third party products that are not and will not to any extent be part of any product, service or intellectual property offering of the Company or (B) non-disclosure or non-use of information). Each Intellectual Property Contract: (i) is valid and binding on the Company or a Subsidiary, as the case may be, and, to the Company's knowledge, the counterparties thereto, and is in full force and effect and (ii) upon consummation of the transactions contemplated hereby shall continue in full force and effect without penalty or other adverse consequence. (iv)The Company and its Subsidiaries are not under any obligation to pay royalties or other payments in connection with any agreement, nor restricted from assigning their rights respecting Intellectual Property nor will the Company or any Subsidiary otherwise be, as a result of the execution and delivery of this Agreement or the performance of the Company's obligations under this Agreement, in breach of any agreement relating to the Intellectual Property. (v)Except as set forth on Schedule 3(r)(v), no present or former employee, officer or director of the Company or any Subsidiary, or agent or outside contractor of the Company or any Subsidiary, holds any right, title or interest, directly or indirectly, in whole or in part, in or to any Intellectual Property that is owned or licensed by the Company or any Subsidiary. (vi)To the Company's knowledge: (i) none of the Listed Intellectual Property has been used, disclosed or appropriated to the detriment of the Company or any Subsidiary for the benefit of any Person other than the Company; and (ii) no employee, independent contractor or agent of the Company or any Subsidiary has misappropriated any trade secrets or other confidential information of any other Person in the course of the performance of his or her duties as an employee, independent contractor or agent of the Company or any Subsidiary. (vii)Any programs, modifications, enhancements or other inventions, improvements, discoveries, methods or works of authorship ("**Works**") that were created by employees of the Company or any Subsidiary were made in the regular course

of such employees' employment or service relationships with the Company or its Subsidiary using the Company's or the Subsidiary's facilities and resources and, as such, constitute either works made for hire or all rights and title to and in such Works have been fully assigned to the Company or a Subsidiary. Each such employee who has created Works or any employee who in the regular course of his employment may create Works and all consultants have signed an assignment or similar agreement with the Company or the Subsidiary confirming the Company's or the Subsidiary's ownership or, in the alternate, transferring and assigning to the Company or the Subsidiary all right, title and interest in and to such programs, modifications, enhancements or other inventions including copyright and other intellectual property rights therein.(viii)For the purpose of this Agreement, "**Intellectual Property**" shall mean all of the following: (A) trademarks and service marks, trade dress, product configurations, trade names and other indications of origin, applications or registrations in any jurisdiction pertaining to the foregoing and all goodwill associated therewith; (B) inventions, discoveries, improvements, ideas, know-how, formula methodology, processes, technology, software (including password unprotected interpretive code or source code, object code, development documentation, programming tools, drawings, specifications and data) and applications and patents in any jurisdiction pertaining to the foregoing, including re-issues, continuations, divisions, continuations-in-part, renewals or extensions; (C) trade secrets, including confidential information and the right in any jurisdiction to limit the use or disclosure thereof; (D) copyrights in writings, designs software, mask works or other works, applications or registrations in any jurisdiction for the foregoing and all moral rights related thereto; (E) database rights; (F) internet websites, domain names and applications and registrations pertaining thereto and all intellectual property used in connection with or contained in all versions of the Company's Web sites; (G) rights under all agreements relating to the foregoing; (H) books and records pertaining to the foregoing; and (I) claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing. Environmental Laws. (i) The Company and its Subsidiaries (A) are in compliance with any and all Environmental Laws (as defined below), (B) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (C) are in compliance with all terms and conditions of any such permit, license or approval where, in each of the foregoing clauses (A), (B) and (C), the failure to so comply could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. The term "**Environmental Laws**" means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without limitation, laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "**Hazardous Materials**") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder.

(ii) No Hazardous Materials:

(A) have been disposed of or otherwise released from any Real Property of the Company or any of its Subsidiaries in violation of any Environmental Laws; or

(B) are present on, over, beneath, in or upon Real Property or any portion thereof in quantities that would constitute a violation of any Environmental Laws. No prior use by the Company or any of its Subsidiaries of any Real Property has occurred that violates any

Environmental Laws, which violation would have a material adverse effect on the business of the Company or any of its Subsidiaries.

(iii) Neither the Company nor any of its Subsidiaries knows of any other person who or entity which has stored, treated, recycled, disposed of or otherwise located on any Real Property any Hazardous Materials, including, without limitation, such substances as asbestos and polychlorinated biphenyls.

(iv) None of the Real Properties are on any federal or state "Superfund" list or Liability Information System ("**CERCLIS**") list or any state environmental agency list of sites under consideration for CERCLIS, nor subject to any environmental related Liens.

(t) Tax Status.

(i) Each of the Company and the Subsidiaries has filed or caused to be filed in a timely manner (within any applicable extension periods) and in the appropriate jurisdictions all material returns, reports, information statements and other documentation (including any additional or supporting materials) filed or maintained, or required to be filed or maintained, in connection with the calculation, determination, assessment or collection of any and all federal, state, local, foreign and other taxes, levies, fees, imposts, duties, governmental fees and charges of whatever kind (including any interest, penalties or additions to the tax imposed in connection therewith or with respect thereto), including, without limitation, taxes imposed on, or measured by, income, franchise, profits, gross income or gross receipts, and also ad valorem, value added, sales, use, service, real or personal property, capital stock, stock transfer, license, payroll, withholding, employment, social security, workers' compensation, unemployment compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, environmental, transfer and gains taxes and customs duties (each a "**Tax**") and shall include amended returns required as a result of examination adjustments made by the IRS or other Governmental Entity responsible for the imposition of any Tax (collectively, the "**Returns**") and such Returns are true, correct and complete in all material respects.

(ii) Each of the Company and the Subsidiaries has paid all material Taxes and other assessments due from and payable by the Company and the Subsidiaries on or prior to the date hereof on a timely basis except as to those set forth in Schedule 3(t)(ii). The charges, accruals, and reserves for Taxes with respect to the Company and the Subsidiaries are adequate to cover Tax liabilities of the Company and the Subsidiaries accruing throughout the date thereof. Except as set forth in Schedule 3(t)(ii), each of the Company and the Subsidiaries has complied in all material respects with all applicable Legal Requirements relating to the payment and withholding of Taxes (including withholding and reporting requirements under Sections 1441 through 1464, 3401 through 3406, and 6041 and 6049 of the Code and similar provisions under any other applicable Legal Requirements) and, within the time and in the manner prescribed by law, has withheld from wages, fees and other payments and paid over to the proper governmental or regulatory authorities all amounts required. Except as set forth

in Schedule 3(t)(ii), neither the Company nor any of the Subsidiaries has received notice of assessment or proposed assessment of any Taxes claimed to be owed by it or any other Person on its behalf. Except as set forth in Schedule 3(t)(ii), no Returns filed by or on behalf of the Company or any of the Subsidiaries with respect to Taxes are currently being audited or examined. Except as set forth in Schedule 3(t)(ii), neither the Company nor any of the Subsidiaries has received notice of any such audit or examination. Except as set forth in Schedule 3(t)(ii), no issue has been raised by any taxing authority with respect to the Company

or any of the Subsidiaries in any audit or examination which, by application of similar principles, could reasonably be expected to result in a proposed material adjustment to the liability for Taxes for any period not so examined.

(iii) Except as set forth in Schedule 3(t)(iii), no known Liens have been filed and no claims are being asserted by or against the Company or any of the Subsidiaries with respect to any Taxes (other than Liens for Taxes not yet due and payable). Neither the Company nor any of the Subsidiaries has elected pursuant to the Code to be treated as an S corporation or any comparable provision of local, state or foreign law, or has made any other elections pursuant to the Code (other than elections that relate solely to entity classification, methods of accounting, depreciation, or amortization) that would have a material effect on the business, properties, prospects, or financial condition of the Company and the Subsidiaries, individually or in the aggregate.

(iv) No claim has ever been made, or, to the knowledge of the Company, is threatened or pending, by any authority in a jurisdiction where the Company or any of the Subsidiaries, respectively, does not file Returns that the Company or any of the Subsidiaries is or may be subject to taxation by that jurisdiction, and neither the Company nor any of the Subsidiaries has received any notice or request for information from any such authority. Neither the Company nor any of the Subsidiaries has been a member of an affiliated group (as defined in Section 1504(a) of the Code) or filed or been included in a combined, consolidated or unitary income tax return other than the affiliated group of which the Company is currently the common parent. Neither the Company nor any of the Subsidiaries is required to include in income any adjustment pursuant to Section 481(a) of the Code by reason of a voluntary change in accounting methods initiated by the Company or any of the Subsidiaries, and no Governmental Entity has proposed an adjustment or change in accounting method. All transactions or methods of accounting that could give rise to a substantial understatement of federal income tax as described in Section 6662(d)(2)(B)(i) of the Code have been adequately disclosed on the Company's and the Subsidiaries' federal income tax returns in accordance with Section 6662(d)(2)(B) of the Code. Neither the Company nor any of the Subsidiaries is a party to any Tax sharing or Tax indemnity agreement or any other agreement of a similar nature that remains in effect. Neither the Company nor any of the Subsidiaries has consented to any waiver of the statute of limitations for the assessment of any Taxes or has requested any extension of time for the payment of any Taxes. Neither the Company nor any of the Subsidiaries has ever held a material beneficial interest in any other Person, other than those listed in Schedule 3(t)(iv). Neither the Company nor any of the Subsidiaries is obligated to make, nor as a result of any event connected with the transactions contemplated by this Agreement will become obligated to make, any payment that would not be deductible under Section 280G of the Code. Neither the Company nor any Subsidiary is a "passive foreign investment company" within the meaning of Section 1296 of the Code (a "**PFIC**"), and the Company does not anticipate that the Company or any additional foreign Subsidiary will become a PFIC in the foreseeable future.

(u) Books and Records. The books of account, ledgers, order books, records and documents of the Company and its Subsidiaries accurately and completely reflect all information relating to the respective businesses of the Company and its Subsidiaries, the nature, acquisition, maintenance, location and collection of each of their respective assets, and the nature of all transactions giving rise to material obligations or accounts receivable of the Company or its Subsidiaries, as the case may be, except where the failure to so reflect such information would not have a Material Adverse Effect. The minute books of the Company and its Subsidiaries contain accurate records of all meetings and accurately reflect all other actions taken by the shareholders, boards

of directors and all committees of the boards of directors, and other governing Persons of the Company and its Subsidiaries, respectively.

(v) Cybersecurity. The Company and its Subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants that would reasonably be expected to have a Material Adverse Effect on the Company's business. The Company and its Subsidiaries have implemented and maintained commercially reasonable physical, technical and administrative controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data, including "Personal Data," used in connection with their businesses. "**Personal Data**" means (i) a natural person's name, street address, telephone number, e-mail address, photograph, social security number or tax identification number, driver's license number, passport number, credit card number, bank information, or customer or account number; (ii) any information which would qualify as "personally identifying information" under the Federal Trade Commission Act, as amended; (iii) "personal data" as defined by the European Union General Data Protection Regulation ("**GDPR**") (EU 2016/679); (iv) any information which would qualify as "protected health information" under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (collectively, "**HIPAA**"); and (v) any other piece of information that allows the identification of such natural person, or his or her family, or permits the collection or analysis of any data related to an identified person's health or sexual orientation. There have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person or such , nor any incidents under internal review or investigations relating to the same except in each case, where such would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. The Company and its Subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification except in each case, where such would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(w) Compliance with Data Privacy Laws. The Company and its Subsidiaries are, and at all prior times were, in compliance with all applicable state and federal data privacy and security laws and regulations, including without limitation HIPAA, and the Company and its Subsidiaries have taken commercially reasonable actions to prepare to comply with, and since May 25, 2018, have been and currently are in compliance with, the GDPR (EU 2016/679) (collectively, the "**Privacy Laws**") except in each case, where such would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. To ensure compliance with the Privacy Laws, the Company and its Subsidiaries have in place, comply with, and take appropriate steps reasonably designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, disclosure, handling, and analysis of Personal Data (the "**Policies**"). The Company and its Subsidiaries have at all times made all disclosures to users or customers required by applicable laws and regulatory rules or requirements, and none of such disclosures made or contained in any Policy have, to the knowledge of the Company, been inaccurate or in violation of any applicable laws and regulatory rules or requirements in any material respect. The Company further certifies that neither it nor any Subsidiary: (i) has received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the

Privacy Laws, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) is currently conducting or paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any Privacy Law; or (iii) is a party to any order, decree, or agreement that imposes any obligation or liability under any Privacy Law.

(x) Ranking of Notes. No Indebtedness of the Company, at the Closing, will be senior to, or pari passu with, the Notes in right of payment, whether with respect to payment or redemptions, interest, damages, upon liquidation or dissolution or otherwise.

4. COVENANTS.

(a) Reasonable Best Efforts. Each Buyer shall use its reasonable best efforts to timely satisfy each of the covenants hereunder and conditions to be satisfied by it as provided in Section 6 of this Agreement. The Company shall use its reasonable best efforts to timely satisfy each of the covenants hereunder and conditions to be satisfied by it as provided in Section 7 of this Agreement.

(b) Form D and Blue Sky. The Company shall file a Form D with respect to the Securities as required under Regulation D and to provide a copy thereof to each Buyer promptly after such filing. The Company shall, on or before the Closing Date, take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to, qualify the Securities for sale to the Buyers at the Closing pursuant to this Agreement under applicable securities or "Blue Sky" laws of the states of the United States (or to obtain an exemption from such qualification), and shall provide evidence of any such action so taken to the Buyers on or prior to the Closing Date. Without limiting any other obligation of the Company under this Agreement, the Company shall timely make all filings and reports relating to the offer and sale of the Securities required under all applicable securities laws (including, without limitation, all applicable federal securities laws and all applicable "Blue Sky" laws), and the Company shall comply with all applicable foreign, federal, state and local laws, statutes, rules, regulations and the like relating to the offering and sale of the Securities to the Buyers.

(c) Use of Proceeds. The Company will use the proceeds from the sale of the Securities (i) to issue a loan up to an aggregate principal amount of $2,000,000 to Chain Bridge I (the "**Chain Bridge Loan**"), (ii) to pay Kelley Drye & Warren LLP, counsel to Chain Bridge I, a non-accountable amount of $[●] for certain fees and expenses incurred in connection with the transactions contemplated hereby and the Business Combination and (iii) for other general corporate purposes, but not, directly or indirectly, for (x) except for the Chain Bridge Loan and as otherwise set forth on Schedule 4(c), the satisfaction of any indebtedness of the Company or any of its Subsidiaries, (y) the redemption or repurchase of any securities of the Company or any of its Subsidiaries, or (z) the settlement of any outstanding litigation.

(d) Fees. The Company shall pay, and hold each Buyer harmless against, any liability, loss or expense (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses) arising in connection with any claim relating to any such payment. Except as otherwise set forth in the Transaction Documents, each party to this Agreement shall bear its own expenses in connection with the sale of the Securities to the Buyers.

(e) Disclosure of Transactions and Other Material Information(a). On or before 9:30 a.m., New York City time, on each of the following dates: (i) the date that the Company files a Form 10 registering the Company's Common Stock under the 1934 Act, (ii) the date that the Company files a registration statement under the 1933 Act for a public offering of Common Stock of the Company, and (iii) if a Public Company Date occurs by virtue of a merger, the effective time of such merger, the Company shall issue a press release (each, a "**Press Release**")

reasonably acceptable to the Buyers describing the terms of the transactions contemplated by the Transaction Documents if not already publicly disclosed and disclosing any other material non-public information provided to any Buyer on or prior to the public disclosure of the Press Release and attach to the Press Release a hypertext link to the material Transaction Documents (including, without limitation, this Agreement (and all schedules and exhibits to this Agreement)), the form of Note, form of Common Warrant, the form of Preferred Warrant, the form of the Certificate of Designations and the form of Leak-Out Agreement as well as any other material documents related to any such other material nonpublic information, if not already publicly available, which documents must be available to the public either on the Company's website (or the website of a successor, subsidiary or parent company of the Company pursuant to such merger) or on the SEC's EDGAR website. From and after the public disclosure of the applicable Press Release, no Buyer shall be in possession of any material, nonpublic information received from the Company, any of its Subsidiaries or any of their respective officers, directors, employees or agents, that is not disclosed in such Press Release. In addition, effective upon the public disclosure of the first Press Release, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and any of the Buyers or any of their affiliates, on the other hand, shall terminate. The Company shall not, and shall cause each of its Subsidiaries and its and each of their respective officers, directors, affiliates, employees and agents, not to, provide any Buyer with any material, nonpublic information regarding the Company or any of its Subsidiaries from and after the date that any such Buyer shall instruct the Company in writing without the express prior written consent of such Buyer. If a Buyer has, or believes it has, received or is otherwise in possession of any material, nonpublic information regarding the Company or any of its Subsidiaries from the Company, any of its Subsidiaries or any of their respective officers, directors, affiliates, employees or

agents after the earlier of (i) the date that the Company publicly discloses the first Press Release and (ii) the date that the Company is required to publicly disclose the first Press Release, at any time and from time to time, it may provide the Company with written notice thereof. The Company shall, within one (1) Business Day of receipt of such notice, make public disclosure of such material, nonpublic information. To the extent that the Company delivers any material, non-public information to a Buyer without such Buyer's consent or the Company fails to publicly disclose any confidential information on or prior to the dates and time periods specified in this Section 4(e), the Company hereby covenants and agrees that such Buyer shall not have any duty of confidentiality to the Company, any of its Subsidiaries or any of their respective officers, directors, employees, affiliates or agents with respect to, or a duty to the Company, any of its Subsidiaries or any of their respective officers, directors, employees, affiliates or agents not to trade on the basis of, such material, non-public information. Subject to the foregoing, neither the Company, its Subsidiaries nor any Buyer shall issue any press releases or any other public statements with respect to the transactions contemplated hereby; provided, however, that the Company shall be entitled, without the prior approval of any Buyer, to make any press release or other public disclosure with respect to such transactions (i) in substantial conformity with the Press Releases and contemporaneously therewith and (ii) as is required by applicable law and regulations (provided that in the case of clause (i) each Buyer shall be consulted by the Company in connection with any such press release or other public disclosure prior to its release). Without the prior written consent of the applicable Buyer (which may be granted or withheld in such Buyer's sole discretion), the Company shall not (and shall cause each of its Subsidiaries and affiliates to not) disclose the name of such Buyer in any filing, announcement, release or otherwise. Notwithstanding anything contained in this Agreement to the contrary and without implication that the contrary would otherwise be true, the Company expressly acknowledges and agrees that no Buyer shall have (unless expressly agreed to by a particular Buyer after the date hereof in a written definitive and binding agreement executed by the Company and such particular Buyer (it being understood and agreed that no Buyer may bind any other Buyer with respect thereto)), any duty

of confidentiality with respect to, or a duty not to trade on the basis of, any material, non-public information regarding the Company or any of its Subsidiaries. "**Public Company Date"** means the initial date on which either (i) the shares of Common Stock of the Company are registered under the 1934 Act or (ii) any publicly traded common equity (or equivalent security) of any Successor Entity (as defined in the Common Warrants) (or Parent Entity (as defined in the Common Warrants), as applicable) are issued in exchange for the Common Stock in a business combination or other similar transaction, in either case, whether as a result of a public offering, business combination, recapitalization, reorganization or otherwise.

(f) Reservation of Shares. So long as any of the Notes, Preferred Shares, Preferred Warrants or Common Warrants remain outstanding, the Company shall take all action necessary to at all times have authorized, and reserved for the purpose of issuance, no less than (i) 200% of the maximum number of Conversion Shares issuable upon conversion of the Preferred Shares (assuming for purposes hereof that (x) the Preferred Warrants have been exercised in full, (y) the Preferred Shares are convertible at the Alternate Conversion Price (as defined in the Certificate of Designations) assuming an Alternate Conversion Date as of the applicable date of determination and (z) any such conversion shall not take into account any limitations on the conversion of the Preferred Shares set forth in the Certificate of Designations), (ii) 100% of the maximum number of Preferred Shares initially issuable upon exercise of the Preferred Warrants and (iii) 100% of the maximum number of Warrant Common Shares initially issuable upon exercise of the Common Warrants (assuming for purposes hereof that (x) the Common Warrants have been exercised in full and (y) any such

exercise shall not take into account any limitations on the exercise of the Common Warrants set forth therein) (collectively, the "**Required Reserve Amount**"); provided that at no time shall the number of shares of Common Stock reserved pursuant to this Section 41(f) be reduced other than proportionally in connection with any conversion, exercise and/or redemption, as applicable of Preferred Shares and Common Warrants. If at any time the number of shares of Common Stock authorized and reserved for issuance is not sufficient to meet the Required Reserve Amount, the Company will promptly take all corporate action necessary to authorize and reserve a sufficient number of shares, including, without limitation, calling a special meeting of stockholders to authorize additional shares to meet the Company's obligations pursuant to the Transaction Documents, in the case of an insufficient number of authorized shares, obtain stockholder approval of an increase in such authorized number of shares, and voting the management shares of the Company in favor of an increase in the authorized shares of the Company to ensure that the number of authorized shares is sufficient to meet the Required Reserve Amount.

(h) Books and Records(b). The Company will keep proper books of record and account, in which full and correct entries shall be made of all financial transactions and the asset and business of the Company and its Subsidiaries in accordance with GAAP.

5. REGISTER; TRANSFER AGENT INSTRUCTIONS; LEGEND.

(a) Register. The Company shall maintain at its principal executive offices (or such other office or agency of the Company as it may designate by notice to each holder of Securities), a register for the Notes, the Preferred Shares, the Preferred Warrants and the Common Warrants in which the Company shall record the name and address of the Person in whose name the Notes, the Preferred Shares, the Preferred Warrants and the Common Warrants have been issued (including the name and address of each transferee), the principal amount of the Notes held by such Person, the aggregate number of Preferred Shares issuable upon exercise of the Preferred Warrants held by such Person, the aggregate number of Conversion Shares issuable pursuant to the terms of the Certificate of Designations, and the aggregate number of Warrant Common Shares issuable upon exercise of the Common

Warrants held by such Person. The Company shall keep the register open and available at all times during business hours for inspection of any Buyer or its legal representatives.

(b) Transfer Agent Instructions. On or prior to the Public Company Date, the Company shall issue irrevocable instructions to its transfer agent and any subsequent transfer agent (as applicable, the "**Transfer Agent**") in a form acceptable to each of the Buyers (the "**Irrevocable Transfer Agent Instructions**") to issue certificates or credit shares to the applicable balance accounts at The Depository Trust Company ("**DTC**"), registered in the name of each Buyer or its respective nominee(s), for the Conversion Shares and the Warrant Common Shares in such amounts as specified from time to time by each Buyer to the Company upon conversion of the Preferred Shares or the exercise of the Common Warrants (as the case may be). The Company represents and warrants that no instruction other than the Irrevocable Transfer Agent Instructions referred to in this Section 5(b), and stop transfer instructions to give effect to Section 2(g) hereof, will be given by the Company to its transfer agent with respect to the Securities, and that the Securities shall otherwise be freely transferable on the books and records of the Company, as applicable, to the extent provided in this Agreement and the other Transaction Documents. If a Buyer effects a sale, assignment or transfer of the Securities in accordance with Section 2(g), the Company shall permit the transfer and shall promptly instruct its

transfer agent to issue one or more certificates or credit shares to the applicable balance accounts at DTC in such name and in such denominations as specified by such Buyer to effect such sale, transfer or assignment. In the event that such sale, assignment or transfer involves Conversion Shares or Warrant Common Shares sold, assigned or transferred pursuant to an effective registration statement or in compliance with Rule 144, the transfer agent shall issue such shares to such Buyer, assignee or transferee (as the case may be) without any restrictive legend in accordance with Section 5(d) below. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to a Buyer. Accordingly, the Company acknowledges that the remedy at law for a breach of its obligations under this Section 5(b) will be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Section 5(b), that a Buyer shall be entitled, in addition to all other available remedies, to an order and/or injunction restraining any breach and requiring immediate issuance and transfer, without the necessity of showing economic loss and without any bond or other security being required. The Company shall cause its counsel to issue the legal opinion referred to in the Irrevocable Transfer Agent Instructions to the Company's transfer agent upon consummation of the Business Combination. Any fees (with respect to the transfer agent, counsel to the Company or otherwise) associated with the issuance of such opinion or the removal of any legends on any of the Securities shall be borne by the Company.

(c) Legends. Each Buyer understands that the Securities have been issued (or will be issued in the case of the Conversion Shares, the Preferred Shares and the Warrant Common Shares) pursuant to an exemption from registration or qualification under the 1933 Act and applicable state securities laws, and except as set forth below, the Securities shall bear any legend as required by the "blue sky" laws of any state and a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such stock certificates):

> [NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE [CONVERTIBLE] [EXERCISABLE] HAVE BEEN][THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN] REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES

UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

(d) Removal of Legends. Certificates evidencing Securities shall not be required to contain the legend set forth in Section 5(c) above or any other legend (i) while a registration statement covering the resale of such Securities is effective under the 1933 Act, (ii) following any sale of such Securities pursuant to Rule 144 (assuming the transferor is not an affiliate of the Company), (iii) if such Securities are eligible to be sold, assigned or transferred under Rule 144 (provided that a Buyer provides the Company with reasonable assurances that such Securities are eligible for sale, assignment or transfer under Rule 144 which shall not include an opinion of Buyer's counsel), (iv) in connection with a sale, assignment or other transfer (other than under Rule 144), provided that such Buyer provides the Company with an opinion of counsel to such Buyer, in a generally acceptable form, to the effect that such sale, assignment or transfer of the Securities may be made without registration under the applicable requirements of the 1933 Act or (v) if such legend is not required under applicable requirements of the 1933 Act (including, without limitation, controlling judicial interpretations and pronouncements issued by the SEC). If a legend is not required pursuant to the foregoing, the Company shall no later than two (2) Business Days (or such earlier date as required pursuant to the 1934 Act or other applicable law, rule or regulation for the settlement of a trade initiated on the date such Buyer delivers such legended certificate representing such Securities to the Company) following the delivery by a Buyer to the Company or the transfer agent (with notice to the Company) of a legended certificate representing such Securities (endorsed or with stock powers attached, signatures guaranteed, and otherwise in form necessary to affect the reissuance and/or transfer, if applicable), together with any other deliveries from such Buyer as may be required above in this Section 5(d), as directed by such Buyer, either: (A) provided that the Company's transfer agent is participating in the DTC Fast Automated Securities Transfer Program ("**FAST**") and such Securities are Conversion Shares or Warrant Common Shares, credit the aggregate number of shares of Common Stock to which such Buyer shall be entitled to such Buyer's or its designee's balance account with DTC through its Deposit/Withdrawal at Custodian system or (B) if the Company's transfer agent is not participating in FAST, issue and deliver (via reputable overnight courier) to such Buyer, a certificate representing such Securities that is free from all restrictive and other legends, registered in the name of such Buyer or its designee. The Company shall be responsible for any transfer agent fees or DTC fees with respect to any issuance of Securities or the removal of any legends with respect to any Securities in accordance herewith.

(e) FAST Compliance. While any Preferred Warrants or Common Warrants remain outstanding, the Company shall maintain a transfer agent that participates in FAST.

6. CONDITIONS TO THE COMPANY'S OBLIGATION TO SELL.

(a) The obligation of the Company hereunder to issue and sell the Notes and the related Common Warrants and Preferred Warrants to each Buyer at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, provided that these conditions are for the Company's sole benefit and

may be waived by the Company at any time in its sole discretion by providing each Buyer with prior written notice thereof:

(i) Such Buyer shall have executed each of the other Transaction Documents to which it is a party and delivered the same to the Company.

(ii) Such Buyer and each other Buyer shall have delivered to the Company the Purchase Price for the Notes and the related Common Warrants and Preferred Warrants being purchased by such Buyer at the Closing by wire transfer of immediately available funds in accordance with the Flow of Funds Letter.

(iii) The representations and warranties of such Buyer shall be true and correct in all material respects as of the date when made and as of the Closing Date as though originally made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specific date), and such Buyer shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by such Buyer at or prior to the Closing Date.

7. CONDITIONS TO EACH BUYER'S OBLIGATION TO PURCHASE.

(a) The obligation of each Buyer hereunder to purchase its Note and its related Common Warrants and Preferred Warrants at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, provided that these conditions are for each Buyer's sole benefit and may be waived by such Buyer at any time in its sole discretion by providing the Company with prior written notice thereof:

(i) The Company shall have duly executed and delivered to such Buyer each of the Transaction Documents to which it is a party and the Company shall have duly executed and delivered to (A) such Buyer the Note in such original principal amount as is set forth on the signature page of such Buyer attached hereto, (B) Common Warrants initially exercisable for such aggregate number of Warrant Common Shares as is set forth on the signature page of such Buyer attached hereto, (C) Series A Preferred Warrants to initially acquire up to that aggregate number of Series A Preferred Warrant Shares as is set forth on the signature page of such Buyer attached hereto and (D) Series B Preferred Warrants to initially acquire up to that aggregate number of Series B Preferred Warrant Shares as is set forth on the signature page of such Buyer attached hereto, in each case, as being purchased by such Buyer at the Closing pursuant to this Agreement.

(ii) The Company shall have delivered to such Buyer a certificate evidencing the formation and good standing of the Company issued by the Secretary of State of Nevada.

(iii) The Company shall have delivered to such Buyer a certificate evidencing the Company's qualification as a foreign corporation and good standing issued by the Secretary of State (or comparable office) of each jurisdiction in which the Company conducts business and is required to so qualify.

(iv) The Company shall have delivered to such Buyer a certified copy of the Articles of Incorporation and the Certificate of Designations as certified by the Nevada Secretary of State.

(v) The Company shall have delivered to such Buyer a certificate, in the form acceptable to such Buyer, executed by the Secretary of the Company and dated as of the Closing Date, as to (i)

the resolutions consistent with Section 3(b) as adopted by the Company's board of directors in a form reasonably acceptable to such Buyer, (ii) the Articles of Incorporation of the Company and (iii) the Bylaws of the Company, each as in effect at the Closing.

(vi) Each and every representation and warranty of the Company shall be true and correct as of the date when made and as of the Closing Date as though originally made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specific date) and the Company shall have performed, satisfied and complied in all respects with the covenants, agreements and conditions required to be performed, satisfied or complied with by the Company at or prior to the Closing Date. Such Buyer shall have received a certificate, duly executed by the Chief Executive Officer of the Company, dated as of the Closing Date, to the foregoing effect and as to such other matters as may be reasonably requested by such Buyer in the form acceptable to such Buyer.

(vii) The Company shall have obtained all governmental, regulatory or third party consents and approvals, if any, necessary for the sale of the Securities.

(viii) No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or Governmental Entity of competent jurisdiction that prohibits the consummation of any of the transactions contemplated by the Transaction Documents.

(ix) Since the date of execution of this Agreement, no event or series of events shall have occurred that reasonably would have or result in a Material Adverse Effect.

(x) Such Buyer shall have received a letter on the letterhead of the Company, duly executed by the Chief Executive Officer of the Company, setting forth the wire amounts of each Buyer and the wire transfer instructions of the Company (the "**Flow of Funds Letter**").

(xi) The Company and each of the Persons listed on Schedule 7(a)(xi)[1] attached hereto (the "**Leak-Out Stockholders**") shall have duly executed and delivered to the Company a leak-out agreement, in the form attached hereto as **Exhibit E** (each, a "**Leak-Out Agreement**")

(xii) The Company and its Subsidiaries shall have delivered to such Buyer such other documents, instruments or certificates relating to the transactions contemplated by this Agreement as such Buyer or its counsel may reasonably request.

8. TERMINATION.

In the event that the Closing shall not have occurred with respect to a Buyer within five (5) Business Days of the date hereof, then such Buyer shall have the right to terminate its obligations under this Agreement with respect to itself at any time on or after the close of business on such date without liability of such Buyer to any other party; provided, however, (i) the right to terminate this Agreement under this Section 8 shall not be available to such Buyer if the failure of the transactions contemplated by this Agreement to have been consummated by such date is the result of such Buyer's breach of this Agreement and (ii) the abandonment of the sale and purchase of the Notes, the Preferred Warrants and the Common Warrants shall be applicable only to such Buyer providing such written notice, provided further that no such termination shall affect any obligation

of the Company under this Agreement to reimburse such Buyer for the expenses described in Section 4(d) above. Nothing contained in this Section 8 shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or the other Transaction Documents or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement or the other Transaction Documents. Notwithstanding anything to the contrary herein, upon consummation of a Business Combination in which the Notes are exchanged, this Agreement shall terminate and, thereafter, shall be null and void and of no further force and effect.

9. MISCELLANEOUS.

(a) Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Delaware, without giving effect to any provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware. Each party hereto irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in Wilmington, Delaware, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude any Buyer from bringing suit or taking other legal action against the Company in any other jurisdiction to collect on the Company's obligations to such Buyer or to enforce a judgment or other court ruling in favor of such Buyer. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.**

(b) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

(c) Headings; Gender. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the

words “without limitation.” The terms “herein,” “hereunder,” “hereof” and words of like import refer to this entire Agreement instead of just the provision in which they are found.

(d) Severability; Maximum Payment Amounts. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s). Notwithstanding anything to the contrary contained in this Agreement or any other Transaction Document (and without implication that the following is required or applicable), it is the intention of the parties that in no event shall amounts and value paid by the Company and/or any of its Subsidiaries (as the case may be), or payable to or received by any of the Buyers, under the Transaction Documents (including without limitation, any amounts that would be characterized as “interest” under applicable law) exceed amounts permitted under any applicable law. Accordingly, if any obligation to pay, payment made to any Buyer, or collection by any Buyer pursuant the Transaction Documents is finally judicially determined to be contrary to any such applicable law, such obligation to pay, payment or collection shall be deemed to have been made by mutual mistake of such Buyer, the Company and its Subsidiaries and such amount shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by the applicable law. Such adjustment shall be effected, to the extent necessary, by reducing or refunding, at the option of such Buyer, the amount of interest or any other amounts which would constitute unlawful amounts required to be paid or actually paid to such Buyer under the Transaction Documents. For greater certainty, to the extent that any interest, charges, fees, expenses or other amounts required to be paid to or received by such Buyer under any of the Transaction Documents or related thereto are held to be within the meaning of “interest” or another applicable term to otherwise be violative of applicable law, such amounts shall be pro-rated over the period of time to which they relate.

(e) Entire Agreement; Amendments. This Agreement, the other Transaction Documents and the schedules and exhibits attached hereto and thereto and the instruments referenced herein and therein supersede all other prior oral or written agreements between the Buyers, the Company, its Subsidiaries, their affiliates and Persons acting on their behalf, including, without limitation, any transactions by any Buyer with respect to Common Stock or the Securities, and the other matters contained herein and therein, and this Agreement, the other Transaction Documents, the schedules and exhibits attached hereto and thereto and the instruments

referenced herein and therein contain the entire understanding of the parties solely with respect to the matters covered herein and therein; provided, however, nothing contained in this Agreement or any other Transaction Document shall (or shall be deemed to) (i) have any effect on any agreements any Buyer has entered into with, or any instruments any Buyer has received from, the Company or any of its Subsidiaries prior to the date hereof with respect to any prior investment made by such Buyer in the Company or (ii) waive, alter, modify or amend in any respect any obligations of the Company or any of its Subsidiaries, or any rights of or benefits to any Buyer or any other Person, in any agreement entered into prior to the date hereof between or among the Company and/or any of its Subsidiaries and any Buyer, or any instruments any Buyer received from the Company and/or any of its

Subsidiaries prior to the date hereof, and all such agreements and instruments shall continue in full force and effect. Except as specifically set forth herein or therein, neither the Company nor any Buyer makes any representation, warranty, covenant or undertaking with respect to such matters. For clarification purposes, the Recitals are part of this Agreement. No provision of this Agreement may be amended other than by an instrument in writing signed by the Company and the Required Holders (as defined below), and any amendment to any provision of this Agreement made in conformity with the provisions of this Section 9(e) shall be binding on all Buyers and holders of Securities, as applicable; provided that no such amendment shall be effective to the extent that it (A) applies to less than all of the holders of the Securities then outstanding or (B) imposes any obligation or liability on any Buyer without such Buyer's prior written consent (which may be granted or withheld in such Buyer's sole discretion). No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party, provided that the Required Holders may waive any provision of this Agreement, and any waiver of any provision of this Agreement made in conformity with the provisions of this Section 9(e) shall be binding on all Buyers and holders of Securities, as applicable, provided that no such waiver shall be effective to the extent that it (1) applies to less than all of the holders of the Securities then outstanding (unless a party gives a waiver as to itself only) or (2) imposes any obligation or liability on any Buyer without such Buyer's prior written consent (which may be granted or withheld in such Buyer's sole discretion). The Company has not, directly or indirectly, made any agreements with any Buyers relating to the terms or conditions of the transactions contemplated by the Transaction Documents except as set forth in the Transaction Documents. "**Required Holders**" means (I) prior to the Closing Date, each Buyer entitled to purchase Notes at the Closing and (II) on or after the Closing Date, holders of a majority of aggregate principal amount of the Notes then outstanding.

(f) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by electronic mail (provided that such sent email is kept on file (whether electronically or otherwise) by the sending party and the sending party does not receive an automatically generated message from the recipient's email server that such e-mail could not be delivered to such recipient); or (iii) one (1) Business Day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same. The mailing addresses and e-mail addresses for such communications shall be:

If to the Company:

Phytanix Bio, Inc.
701 Anacapa Street, Suite C
Santa Barbara, CA 93101
Telephone: (805) 699-5596
Attention: Chief Executive Officer
E-Mail: bevans@phytanix.com

With a copy (for informational purposes only) to:

Catherine Evans, Esq.
701 Anacapa Street, Suite C
Santa Barbara, CA 93101
Telephone: (805)351-3949

Attention: Catherine Evans
E-Mail: cevans@cjbelaw.com

If to a Buyer, to its mailing address and e-mail address set forth on the signature page of such Buyer attached hereto, with copies to such Buyer's representatives as set forth on the signature page of such Buyer attached hereto, or to such other mailing address and/or e-mail address and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's e-mail containing the time, date and recipient's e-mail or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by e-mail or receipt from an overnight courier service in accordance with clause (i), (ii) or (iii) above, respectively.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of any of the Notes, the Preferred Warrants and Common Warrants (but excluding any purchasers of the Conversion Shares and/or Warrant Common Shares). The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Required Holders. A Buyer may assign some or all of its rights hereunder in connection with any transfer of any of its Securities without the consent of the Company, in which event such assignee shall be deemed to be a Buyer hereunder with respect to such assigned rights.

(h) No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, other than the Indemnitees referred to in Section 9(k).

(i) Survival. The representations, warranties, agreements and covenants shall survive the Closing. Each Buyer shall be responsible only for its own representations, warranties, agreements and covenants hereunder.

(j) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(k) Indemnification.

(i) In consideration of each Buyer's execution and delivery of the Transaction Documents and acquiring the Securities thereunder and in addition to all of the Company's other obligations under the Transaction Documents, the Company shall defend, protect, indemnify and hold harmless each Buyer and each holder of any Securities and all of their shareholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing Persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "**Indemnitees**") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "**Indemnified Liabilities**"), incurred by any Indemnitee as a result of, or arising out of, or relating to (i) any misrepresentation or breach of any representation or warranty made by the Company or any Subsidiary in any of the Transaction

Documents, (ii) any breach of any covenant, agreement or obligation of the Company or any Subsidiary contained in any of the Transaction Documents or (iii) any cause of action, suit, proceeding or claim brought or made against such Indemnitee by a third party (including for these purposes a derivative action brought on behalf of the Company or any Subsidiary) or which otherwise involves such Indemnitee that arises out of or results from (A) the execution, delivery, performance or enforcement of any of the Transaction Documents, (B) any transaction financed or to be financed in whole or in part, directly or indirectly, with the proceeds of the issuance of the Securities, (C) any disclosure properly made by such Buyer pursuant to Section 4(e), or (D) the status of such Buyer or holder of the Securities either as an investor in the Company pursuant to the transactions contemplated by the Transaction Documents or as a party to this Agreement (including, without limitation, as a party in interest or otherwise in any action or proceeding for injunctive or other equitable relief). To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

(ii) Promptly after receipt by an Indemnitee under this Section 9(k) of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving an Indemnified Liability, such Indemnitee shall, if a claim in respect thereof is to be made against the Company under this Section 9(k), deliver to the Company a written notice of the commencement thereof, and the Company shall have the right to participate in, and, to the extent the Company so desires, to assume control of the defense thereof with counsel mutually satisfactory to the Company and the Indemnitee; provided, however, that an Indemnitee shall have the right to retain its own counsel with the fees and expenses of such counsel to be paid by the Company if: (A) the Company has agreed in

writing to pay such fees and expenses; (B) the Company shall have failed promptly to assume the defense of such Indemnified Liability and to employ counsel reasonably satisfactory to such Indemnitee in any such Indemnified Liability; or (C) the named parties to any such Indemnified Liability (including any impleaded parties) include both such Indemnitee and the Company, and such Indemnitee shall have been advised by counsel that a conflict of interest is likely to exist if the same counsel were to represent such Indemnitee and the Company (in which case, if such Indemnitee notifies the Company in writing that it elects to employ separate counsel at the expense of the Company, then the Company shall not have the right to assume the defense thereof and such counsel shall be at the expense of the Company), provided further, that in the case of clause (C) above the Company shall not be responsible for the reasonable fees and expenses of more than one (1) separate legal counsel for the Indemnitees. The Indemnitee shall reasonably cooperate with the Company in connection with any negotiation or defense of any such action or Indemnified Liability by the Company and shall furnish to the Company all information reasonably available to the Indemnitee which relates to such action or Indemnified Liability. The Company shall keep the Indemnitee reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. The Company shall not be liable for any settlement of any action, claim or proceeding effected without its prior written consent, provided, however, that the Company shall not unreasonably withhold, delay or condition its consent. The Company shall not, without the prior written consent of the Indemnitee, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnitee of a release from all liability in respect to such Indemnified Liability or litigation, and such settlement shall not include any admission as to fault on the part of the Indemnitee. Following indemnification as provided for hereunder, the Company shall be subrogated to all rights of the Indemnitee with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to

the Company within a reasonable time of the commencement of any such action shall not relieve the Company of any liability to the Indemnitee under this Section 9(k), except to the extent that the Company is materially and adversely prejudiced in its ability to defend such action.

(iii) The indemnification required by this Section 9(k) shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Liabilities are incurred.

(iv) The indemnity agreement contained herein shall be in addition to (A) any cause of action or similar right of the Indemnitee against the Company or others, and (B) any liabilities the Company may be subject to pursuant to the law.

(l) Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. No specific representation or warranty shall limit the generality or applicability of a more general representation or warranty. Each and every reference to share prices, shares of Common Stock and any other numbers in this Agreement that relate to the Common Stock shall be automatically adjusted for any stock splits, stock dividends, stock combinations, recapitalizations or other similar transactions that occur with respect to the Common Stock after the date of this Agreement. Notwithstanding anything in this Agreement to the contrary, for the avoidance of doubt, nothing contained herein shall constitute a representation or warranty against, or a prohibition of, any actions with respect to the borrowing of, arrangement to borrow, identification of the availability of, and/or securing of, securities of the Company in order for such Buyer (or its broker or other financial representative) to effect short sales or similar transactions in the future.

(m) Remedies. Each Buyer and in the event of assignment by Buyer of its rights and obligations hereunder, each holder of Securities, shall have all rights and remedies set forth in the Transaction Documents and all rights and remedies which such holders have been granted at any time under any other agreement or contract and all of the rights which such holders have under any law. Any Person having any rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. Furthermore, the Company recognizes that in the event that it or any Subsidiary fails to perform, observe, or discharge any or all of its or such Subsidiary's (as the case may be) obligations under the Transaction Documents, any remedy at law would inadequate relief to the Buyers. The Company therefore agrees that the Buyers shall be entitled to specific performance and/or temporary, preliminary and permanent injunctive or other equitable relief from any court of competent jurisdiction in any such case without the necessity of proving actual damages and without posting a bond or other security. The remedies provided in this Agreement and the other Transaction Documents shall be cumulative and in addition to all other remedies available under this Agreement and the other Transaction Documents, at law or in equity (including a decree of specific performance and/or other injunctive relief).

(n) Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) the Transaction Documents, whenever any Buyer exercises a right, election, demand or option under a Transaction Document and the Company or any Subsidiary does not timely perform its related obligations within the periods therein provided, then such Buyer may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company or such Subsidiary (as the case may be), any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

(o) Payment Set Aside; Currency. To the extent that the Company makes a payment or payments to any Buyer hereunder or pursuant to any of the other Transaction Documents or any of the Buyers enforce or exercise their rights hereunder or thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, foreign, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred. Unless otherwise expressly indicated, all dollar amounts referred to in this Agreement and the other Transaction Documents are in United States Dollars ("**U.S. Dollars**"), and all amounts owing under this Agreement and all other Transaction Documents shall be paid in U.S. Dollars. All amounts denominated in other currencies (if any) shall be converted into the U.S. Dollar equivalent amount in accordance with the Exchange Rate on the date of calculation. "**Exchange Rate**" means, in relation to any amount of currency to be converted into U.S. Dollars pursuant to this Agreement, the U.S. Dollar exchange rate as published in the Wall Street Journal on the relevant date of calculation.

(p) Judgment Currency.

(i) If for the purpose of obtaining or enforcing judgment against the Company in connection with this Agreement or any other Transaction Document in any court in any jurisdiction it becomes necessary to convert into any other currency (such other currency being hereinafter in this Section 9(p) referred to as the "**Judgment Currency**") an amount due in US Dollars under this Agreement, the conversion shall be made at the Exchange Rate prevailing on the Business Day immediately preceding:

(1) the date actual payment of the amount due, in the case of any proceeding in the courts of New York or in the courts of any other jurisdiction that will give effect to such conversion being made on such date: or

(2) the date on which the foreign court determines, in the case of any proceeding in the courts of any other jurisdiction (the date as of which such conversion is made pursuant to this Section 9(p)(i)(2) being hereinafter referred to as the "**Judgment Conversion Date**").

(ii) If in the case of any proceeding in the court of any jurisdiction referred to in Section 9(p)(i)(2) above, there is a change in the Exchange Rate prevailing between the Judgment Conversion Date and the date of actual payment of the amount due, the applicable party shall pay such adjusted amount as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the Exchange Rate prevailing on the date of payment, will produce the amount of US Dollars which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial order at the Exchange Rate prevailing on the Judgment Conversion Date.

(iii) Any amount due from the Company under this provision shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of this Agreement or any other Transaction Document.

[*signature pages follow*]

IN WITNESS WHEREOF, each Buyer and the Company have caused their respective signature page to this Agreement to be duly executed as of the date first written above.

COMPANY:

PHYTANIX BIO, INC.

By: _____
Name: Barrett Evans
Title: CEO

IN WITNESS WHEREOF, the undersigned has caused this Securities Purchase Agreement to be duly executed by its authorized signatory as of the date first indicated above.

Name of Buyer: _____

Signature of Authorized Signatory of Buyer: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Email Address of Authorized Signatory: _____

Residency/Jurisdiction of Formation: _____

Address for Notice to Buyer: _____

Address for Delivery of Securities to Buyer (if not same as address for notice):

Purchase Price: $ _____

Aggregate Original Principal Amount of Note: _____

Preferred A Warrant Shares: _____

Preferred B Warrant Shares: _____

Warrant Common Shares: _____

EIN Number: _____

Check here if an affiliate or 10% or more stockholder of the Company: _____

Please select beneficial ownership limitation: 4.99% or ____ 9.99%

[1] Note: Bloomios stockholders

CERTIFICATIONS

I, David Hitchcock, certify that;

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended June 30, 2024 of Alterola Biotech, Inc. (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 15, 2024

/s/ David Hitchcock
By: David Hitchcock
Title: Chief Executive Officer, Principal Executive Officer and Director

CERTIFICATIONS

I, Timothy Rogers, certify that

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended June 30, 2024 of Alterola Biotech, Inc. (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 15, 2024

/s/ Timothy Rogers
By: Timothy Rogers
Title: Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer), Chairman, and Director

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND
CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Alterola Biotech, Inc. (the "Company") on Form 10-Q for the quarter ended June 30, 2024 filed with the Securities and Exchange Commission (the "Report"), I, David Hitchcock, Chief Executive Officer and I, Timothy Rogers, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the consolidated financial condition of the Company as of the dates presented and the consolidated result of operations of the Company for the periods presented.

By:	/s/ David Hitchcock
Name:	David Hitchcock
Title:	Chief Executive Officer and Director
Date:	August 15, 2024

By:	/s/ Timothy Rogers
Name:	Timothy Rogers
Title:	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer), Chairman, and Director
Date:	August 15, 2024

This certification has been furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

Cover - shares	3 Months Ended	
	Jun. 30, 2024	Aug. 14, 2024
Cover [Abstract]		
Document Type	10-Q	
Amendment Flag	false	
Document Quarterly Report	true	
Document Transition Report	false	
Document Period End Date	Jun. 30, 2024	
Document Fiscal Period Focus	Q1	
Document Fiscal Year Focus	2025	
Current Fiscal Year End Date	--03-31	
Entity File Number	333-156091	
Entity Registrant Name	Alterola Biotech, Inc.	
Entity Central Index Key	0001442999	
Entity Tax Identification Number	82-1317032	
Entity Incorporation, State or Country Code	NV	
Entity Address, Address Line One	47 Hamilton Square	
Entity Address, City or Town	Birkenhead Merseyside	
Entity Address, Country	GB	
Entity Address, Postal Zip Code	CH41 5AR	
City Area Code	151	
Local Phone Number	601 9477	
Entity Current Reporting Status	Yes	
Entity Interactive Data Current	Yes	
Entity Filer Category	Non-accelerated Filer	
Entity Small Business	true	
Entity Emerging Growth Company	false	
Entity Shell Company	false	
Entity Common Stock, Shares Outstanding		1,459,502,018

UNAUDITED CONSOLIDATED BALANCE SHEETS - USD ($)	Jun. 30, 2024	Mar. 31, 2024
Current Assets		
Bank	$ 10,955	$ 2,654
Inventories	1,011	1,009
Total Current Assets	11,966	3,663
TOTAL ASSETS	11,966	3,663
Current Liabilities		
Accounts payable	865,724	825,210
Accrued expenses	490,164	362,451
Loan payable, related party	151,747	145,603
Total Current Liabilities	1,507,635	1,333,264
Convertible Note Payable		
Total Liabilities	1,507,635	1,333,264
Stockholders' Equity (Deficit)		
Preferred Stock, $0.001 par value, 10,000,000 shares authorized, -0- shares issued and outstanding		
Common Stock, $0.001 par value, 2,000,000,000 shares authorized, 1,467,475,449 and 1,382,662,952 shares issued and outstanding, respectively	1,467,484	1,382,663
Additional paid-in capital	9,885,765	9,663,951
Accumulated deficit	(12,835,373)	(12,416,075)
Foreign currency translation adjustment	(13,545)	39,860
Total Stockholders' Equity (Deficit)	(1,495,669)	(1,329,601)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 11,966	$ 3,663

UNAUDITED CONSOLIDATED BALANCE SHEETS (Parenthetical) - $ / shares	Jun. 30, 2024	Mar. 31, 2024	Jun. 30, 2023	Mar. 31, 2023
Statement of Financial Position [Abstract]				
Preferred Stock, Par or Stated Value Per Share	$ 0.001	$ 0.001		
Preferred Stock, Shares Authorized	10,000,000	10,000,000		
Preferred Stock, Shares Issued	0	0		
Preferred Stock, Shares Outstanding	0	0		
Common Stock, Par or Stated Value Per Share	$ 0.001	$ 0.001		
Common Stock, Shares Authorized	2,000,000,000	2,000,000,000		
Common Stock, Shares, Issued	1,467,475,449	1,382,662,952	807,047,948	807,047,948
Common Stock, Shares, Outstanding	1,467,475,449	1,382,662,952	807,047,948	807,047,948

UNAUDITED CONSOLIDATED STATEMENT OF OPERATIONS - USD ($)	3 Months Ended	
	Jun. 30, 2024	Jun. 30, 2023
Income Statement [Abstract]		
REVENUES		
OPERATING EXPENSES		
Accounting and audit fees	79,930	48,938
Professional fees	2,301	5,290
Research and development	19,135	
Legal fees	281	
Directors fees and expenses		171,000
Consulting fees	289,058	317,741
Salaries and wages	43,663	35,939
General and administrative expenses	13,005	6,292
TOTAL OPERATING EXPENSES	447,373	585,200
LOSS FROM OPERATIONS	(447,373)	(585,200)
OTHER INCOME (EXPENSE)		
Gain on conversion of debt		138,163
Exchange differences	28,075	
TOTAL OTHER INCOME (EXPENSE)	28,075	138,163
PROVISION FOR INCOME TAXES		
NET LOSS	$ (419,298)	$ (447,037)
NET LOSS PER SHARE: BASIC AND DILUTED	$ (0.00)	$ (0.00)
WEIGHTED AVERAGE NUMBER OF SHARES OUTSTANDING: BASIC AND DILUTED	1,429,742,622	807,047,948
Foreign translation adjustment	$ (53,405)	$ (77,779)
COMPREHENSIVE LOSS	$ (472,703)	$ (524,816)

CONSOLIDATED STATEMENT OF STOCKHOLDERS' DEFICIT (Unaudited) - USD ($)	Common Stock [Member]	Treasury Stock, Common [Member]	Additional Paid-in Capital [Member]	Stock Subscription [Member]	Comprehensive Income [Member]	Retained Earnings [Member]	Total
Beginning balance, value at Mar. 31, 2023	$ 807,048		$ 18,927,919		$ 67,873	$ (10,041,696)	$ 97,641,144
Shares, Issued at Mar. 31, 2023	807,047,948						
Foreign currency translation					(77,779)		(77,779)
Shares reclaimed into treasury shares	$ (44,064)	$ 44,064					
Stock Issued During Period, Shares, Treasury Stock Reissued	(44,064,000)	44,064,000					
Shares issued for settlement of debt	$ 476	$ (476)	157,339				157,339
Stock Issued During Period, Shares, Other	476,000	(476,000)					
Shares issued for warrants	$ 13,500	$ (13,500)					
Stock Issued During Period, Shares, Conversion of Convertible Securities	13,500,000	(13,500,000)					
Shares issued for acquisition of Alinova Biosciences	$ 5,000	$ (5,000)	295,000				295,000
Stock Issued During Period, Shares, Acquisitions	5,000,000	(5,000,000)					
Shares issued for services	$ 16,088	$ (16,088)	305,672				305,672
Stock Issued During Period, Shares, Issued for Services	16,088,000	(16,088,000)					
Shares issued for services – Directors	$ 9,000	$ (9,000)	171,000				171,000
Stock Issued During Period, Shares, Employee Benefit Plan	9,000,000	(9,000,000)					
Net loss						(447,037)	(447,037)
Shares issued for back wages							
Ending balance, value at Jun. 30, 2023	$ 807,048		19,856,930		(9,906)	(10,488,733)	10,165,339
Shares, Issued at Jun. 30, 2023	807,047,948						
Beginning balance, value at Mar. 31, 2024	$ 1,382,663		9,663,951		39,860	(12,416,075)	(1,329,601)
Shares, Issued at Mar. 31, 2024	1,382,662,949						
Foreign currency translation					(53,405)		(53,405)
Shares issued for settlement of debt							
Shares issued for acquisition of Alinova Biosciences							
Shares issued for services	$ 57,000		146,700				203,700
Stock Issued During Period, Shares, Issued for Services	57,000,000						

Shares issued for services – Directors	$ 20,000	54,000			74,000
Stock Issued During Period, Shares, Employee Benefit Plan	20,000,000				
Net loss				(419,298)	(419,298)
Shares issued for back wages	$ 7,822	21,114			28,935
Stock Issued During Period, Shares, New Issues	7,812,500				
Ending balance, value at Jun. 30, 2024	$ 1,467,484	$ 9,885,765	$ (13,545)	$ (12,835,373)	$ (1,495,669)
Shares, Issued at Jun. 30, 2024	1,467,475,449				

UNAUDITED CONSOLIDATED STATEMENT OF CASH FLOWS - USD ($)	3 Months Ended	
	Jun. 30, 2024	Jun. 30, 2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss for the period	$ (419,298)	$ (447,037)
Adjustments to reconcile net loss to net cash flows used in operating activities		
Stock issued for outside services	203,700	305,672
Stock to directors	74,000	171,000
Shares issued for settlement of debt		157,339
Shares issued for back wages	28,935	
Changes in assets and liabilities:		
Inventory	(2)	(19)
VAT receivable	28,684	36,426
Accounts payable	11,830	64,259
Accrued liabilities	127,713	23,181
Net Cash Provided by Operating Activities	55,562	310,821
CASH FLOWS FROM FINANCING ACTIVITIES		
Purchase of assets		(166,852)
Net Cash (Used in) Investing Activities		(166,852)
Loan from related parties	6,144	(38,535)
Net Cash Provided by (Used in) Financing Activities	6,144	(38,535)
Net change in cash	61,706	105,434
Effect of exchange rate adjustments on cash	(53,405)	(77,779)
Cash and cash equivalents, beginning of period	2,654	8,890
Cash and cash equivalents, end of period	10,955	36,545
NON-CASH INVESTING AND FINANCING INFORMATION		
Shares issued for services	277,700	305,762
Shares issued to directors		171,000
Shares issued for asset acquisition		295,000
Shares issued for exercise of warrants		13,500
Shares issued for conversion of notes payable		157,339
Shares issued for back wages	$ 28,935	

NOTE 1 – NATURE OF BUSINESS, LIQUIDITY & GOING CONCERN

Organization, Consolidation and Presentation of Financial Statements [Abstract]

NOTE 1 – NATURE OF BUSINESS, LIQUIDITY & GOING CONCERN

3 Months Ended

Jun. 30, 2024

NOTE 1 – NATURE OF BUSINESS, LIQUIDITY & GOING CONCERN

After formation, the Company was in the business of mineral exploration. On May 3, 2010, the Company sold its mineral exploration business and entered into an Intellectual Property Assignment Agreement ("IP Agreement") with Soren Nielsen pursuant to which Mr. Nielsen transferred his right, title and interest in all intellectual property relating to certain chewing gum compositions having appetite suppressant activity (the "IP") to the Company for the issuance of 55,000,000 shares of the Company's common stock.

Following the acquisition of the IP the Company changed its business direction to pursue the development of chewing gums for the delivery of Nutraceutical/functional ingredients for applications such as appetite suppressant, cholesterol suppressant, vitamin delivery, antioxidant delivery and motion sickness suppressant.

On January 19, 2021, the Company entered into a Stock Purchase Agreement (the "Agreement") with ABTI Pharma Limited, a company registered in England and Wales ("ABTI Pharma"), pursuant to which the Company agreed to acquire all of the outstanding shares of capital stock of ABTI Pharma from its shareholders in exchange for 600,000,000 shares of the Company pro rata to the ABTI Pharma shareholders. The shares were issued on January 29, 2021 in anticipation of the closing and the parties to the transaction agreed in a March 24, 2021 amendment to close upon the ABTI Pharma Limited Shares being transferred to the Company, which was to occur upon the filing by the Company of its outstanding September 30, 2020 quarterly report on Form 10-Q, which was filed on May 28, 2021 with the Securities and Exchange Commission. The transaction closed on May 28, 2021.

The transaction was accounted for as a reverse acquisition and recapitalization. ABTI Pharma is the acquirer for accounting purposes and the Company is the issuer. The historical financial statements presented are the financial statements of ABTI. The Agreement was treated as a recapitalization and not as a business combination; at the date of the acquisition, the net liabilities of the legal acquirer, Alterola, were $389,721.

The business plan of the company is no longer focused on a chewing gum delivery system but was re-focused on the development of cannabinoid, cannabinoid-like, and non-cannabinoid pharmaceutical active pharmaceutical ingredients (APIs), pharmaceutical medicines made from cannabinoid, cannabinoid-like, and non-cannabinoid APIs and European novel food approval of cannabinoid-based, cannabinoid-like and non-cannabinoid ingredients and products. In addition, the company plans to develop such bulk ingredients for supply into the cosmetic sector.

On December 2, 2021, the Company closed an Asset Purchase Agreement (the "Purchase Agreement") with C2 Wellness Corp., a Wyoming corporation, and Dr. G. Sridhar Prasad (together, the "Seller") and acquired certain IP assets (the "Assets") from Seller, which include:

- Novel cannabinoid molecules and their associated intellectual property;
- Novel cannabinoid pro-drugs, and their associated intellectual property;
- Novel proprietary cannabinoid formulations, designed to target lymphatic delivery, and their associated intellectual property;

- Novel proprietary nano-encapsulated cannabinoid formulations, in self-dissolving polymers, and their associated intellectual property; and

- Cannabinoids and cannabinoid pro-drug formulations for topical ocular delivery, and their associated intellectual property.

In exchange for the Assets, the Company issued to Seller shares of common stock. On September 8, 2023, the Company and Seller entered into an Agreement to sell the assets, such that the Company sold the assets back to the Seller and the Seller paid 29,015,993 shares of ABTI common stock to the Company. The assets were sold to the Seller in September 2023.

As of April 18, 2023, we acquired intellectual property from Alinova Biosciences Ltd. We acquired Alinova's joint interest in the patent family of PTX 0001. We paid 35,000 Sterling in cash and 5,000,000 shares of ABTI Stock.

On April 16, 2024, the Company formed a new subsidiary Phytanix Bio.

LIQUIDITY & GOING CONCERN

Alterola has negative working capital of $1,495,669, has incurred losses since inception of $12,837,659, and has not received revenues from sales of products or services. These factors create substantial doubt about the Company's ability to continue as a going concern. The financial statements do not include any adjustment that might be necessary if the Company is unable to continue as a going concern.

The ability of Alterola to continue as a going concern is dependent on the Company generating cash from the sale of its common stock and/or obtaining debt financing and attaining future profitable operations. Management's plans include selling its equity securities and obtaining debt financing to fund its capital requirement and ongoing operations; however, there can be no assurance the Company will be successful in these efforts.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES	3 Months Ended
	Jun. 30, 2024
Accounting Policies [Abstract]	
NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES	

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

These unaudited condensed financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") and the rules and regulations of the Securities and Exchange Commission ("SEC"). They include the accounts of Alterola and its wholly owned subsidiaries ABTI Pharma, Phytotherapeutix Ltd, Ferven Ltd and Phytanix Bio. All material intercompany transactions and balances have been eliminated.

These financial statements and the notes attached hereto should be read in conjunction with the financial statements and notes included in the Company's 10-K for its fiscal year ended March 31, 2024. In the opinion of the Company, all adjustments, including normal recurring adjustments necessary to present fairly the financial position of the Company, as of June 30, 2024, and the results of its operations and cash flows for the three months then ended have been included. The results of operations for the interim period are not necessarily indicative of the results for the full year ending March 31, 2025.

The Company had a September 30 fiscal year end. Subsequent to the Agreement with ABTI Pharma, the Company has changed its year end from September 30 to March 31.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Equivalents

For purposes of the statement of cash flows, the Company considers highly liquid financial instruments purchased with a maturity of three months or less to be cash equivalents.

Fair Value of Financial Instruments

Alterola's financial instruments consist of cash and equivalents, accrued expenses, accrued interest and notes payable. The carrying amount of these financial instruments approximates fair value ("FV") due either to length of maturity or interest rates that approximate prevailing market rates unless otherwise disclosed in these financial statements.

FV is defined as the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The FV should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity. In addition, the FV of liabilities should include consideration of non-performance risk including our own credit risk.

In addition to defining FV, the disclosure requirements around FV establish a FV hierarchy for valuation inputs which is expanded. The hierarchy prioritizes the inputs into three levels based on the extent to which inputs used in measuring FV are observable in the market. Each FV measurement is reported in one of the three levels which is determined by the lowest level input that is significant to the FV measurement in its entirety. These levels are:

Level 1 – inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.

Level 2 – inputs are based upon significant observable inputs other than quoted prices included in Level 1, such as quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The FV are therefore determined using model-based techniques that include option pricing models, discounted cash flow models, and similar techniques.

The carrying value of the Company's financial assets and liabilities which consist of cash, accounts payable and accrued liabilities, and notes payable are valued using level 1 inputs. The Company believes that the recorded values approximate their FV due to the short maturity of such instruments. Unless otherwise noted, it is management's opinion that the Company is not exposed to significant interest, exchange or credit risks arising from these financial instruments.

Income Taxes

Income taxes are computed using the asset and liability method. Under the asset and liability method, deferred income tax assets and liabilities are determined based on the differences between the financial reporting and tax bases of assets and liabilities and are measured using the currently enacted tax rates and laws. A valuation allowance is provided for the amount of deferred tax assets that, based on available evidence, are not expected to be realized.

Foreign Currency Translation

The financial statements are presented in US Dollars. Transactions with foreign subsidiaries where US dollars are not the functional currency will be recorded in accordance with Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 830 *Foreign Currency Transaction*. According to Topic 830, all assets and liabilities are translated at the exchange rate on the balance sheet date, stockholders' equity is translated at historical rates and statement of operations items are translated at the weighted average exchange rate for the period. The resulting translation adjustments are reported under other comprehensive income (loss) in accordance with ASC Topic 220, *Comprehensive Income*. Gains and losses resulting from the translations of foreign currency transactions and balances are reflected in the statement of operations and comprehensive income (loss).

Revenue Recognition

On January 1, 2018, the Company adopted ASC Topic 606, Revenue from Contracts with Customers ("ASC 606"), using the modified retrospective method applied to those contracts which were not completed as of January 1, 2018. Results for reporting periods beginning after January 1, 2018 are presented under ASC 606, while prior period amounts are not adjusted and continue to be reported in accordance with our historic accounting under ASC 605. As of and for the year ended December 31, 2022, the financial statements were not materially impacted as a result of the application of Topic 606 compared to Topic 605.

Loss Per Common Share

Basic loss per share is calculated using the weighted-average number of common shares outstanding during each reporting period. Diluted loss per share includes potentially dilutive securities such as outstanding options and warrants, using various methods such as the treasury stock or modified treasury stock method in the determination of dilutive shares outstanding during each reporting period. The Company does not have any potentially dilutive instruments.

Stock-Based Compensation

Stock-based compensation is accounted for at FV in accordance with ASC Topic 718. To date, the Company has not adopted a stock option plan and has not granted any stock options.

Research and development

We engage in a variety of research and development activities to develop our technologies and work toward development of a saleable product. When it is determined that the research and development products we are creating have reached a point where saleable products are possible, these amounts are capitalized. As of June 30, 2024 and March 31, 2023 there are no capitalized research and development costs.

The research and development costs incurred by the company relate to the following:

- Licenses for patent and know-how (Nano 4 M) - this relates to the company's formulation of Active Pharmaceutical Ingredients (API) for its lead pharmaceutical programs.
- Protein Technologies Ltd – this relates to the company's research into production of cannabinoids by biosynthesis (as opposed to botanical production by growing plants). The company has genetically modified an organism to produce cannabinoids by fermentation (similar to methodology used for the production of antibiotics)
- Apex Molecular Ltd.- the company has a number of pharmaceutical development programs using both novel and natural molecules. The Company employs third party chemistry / contract, manufacturing companies such as Apex Molecular Ltd. to synthesize and purify these compounds for their pharmaceutical development programs.
- Acquisition of intellectual property from Alinova Biosciences Ltd.
- Continued patent prosecution and internationalization of company intellectual property.
- Staff costs and consultancy costs relating to R & D.

Other Intangible Assets

We have recorded the assets acquired as part of the C2 Wellness acquisition as indefinite lived Intangible assets. Indefinite life intangible assets recorded are not amortized and, as a result, are assessed for impairment at least annually, using either a qualitative or quantitative process. The C2 Wellness assets that were acquired were subsequently re-sold as discussed above. We performed this annual assessment as of March 31, 2024, noting impairment factors indicating possible impairment of intangible assets recognized and recorded impairment of $392,278.

Risks and Uncertainties

On January 30, 2020, the World Health Organization declared the coronavirus outbreak a "Public Health Emergency of International Concern" and on March 10, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, and quarantines in certain areas, and forced closures for certain types of public places and business.

We may be impacted by business interruptions resulting from pandemics and public health emergencies, including those related to geopolitical actions, including war and terrorism or natural disasters including earthquakes, typhoons, floods, and fires. An outbreak of infectious disease, a pandemic or a similar public health threat or a fear of any of the foregoing, could adversely impact us by causing operating, manufacturing supply chain, clinical trial and project development delays and disruptions, labour shortages, travel and shipping disruption and shutdowns (including as a result of government regulation and prevention measures). It is unknown whether and how we may be affected if such an epidemic persists for an extended period of time. We may incur expenses or

delays relating to such events outside of our control, which could have a material adverse impact on our business, operating results, and financial condition.

Recent Accounting Pronouncements

Alterola does not expect the adoption of recently issued accounting pronouncements to have a significant impact on the Company's results of operations, financial position or cash flow.

NOTE 3 – INTANGIBLE ASSETS	3 Months Ended Jun. 30, 2024
Goodwill and Intangible Assets Disclosure [Abstract]	
NOTE 3 – INTANGIBLE ASSETS	

NOTE 3 – INTANGIBLE ASSETS

As part of the C2 Wellness acquisition, the company recognized $12,000,000 in intangibles as discussed in Note 1. During fiscal year ended March 31, 2023, there were certain costs associated with the C2 Wellness intangibles that were capitalized, resulting in a balance of $12,139,779. During the year ended March 31, 2024, it was determined that these costs should have been expensed as research and development costs and not capitalized as part of the initial balance recorded. This correction was made and is reflected in the restatement footnote (Note 2) contained in the Company's annual report on Form 10-K for the year ended March 31, 2024.

NOTE 4 – DEFERRED TAX ASSET	3 Months Ended Jun. 30, 2024
Income Tax Disclosure [Abstract]	
NOTE 4 – DEFERRED TAX ASSET	

NOTE 4 – DEFERRED TAX ASSET

As of the year ended March 31, 2023, the Company had recorded $189,355 in deferred tax assets as reported. During the year ended March 31, 2024, the Company identified that this balance should have been fully impaired with the unlikelihood of net income during FY 2024. As a result, this balance was fully written off for the year ended March 31, 2023 as mentioned in the restatement footnote (Note 2) contained in the Company's annual report on Form 10-K for the year ended March 31, 2024. This amount was also removed from the financial statements for the period June 30, 2024, which is presented within this Form 10-Q filing.

NOTE 5 – ACCOUNTS PAYABLE	3 Months Ended Jun. 30, 2024

Payables and Accruals [Abstract]

NOTE 5 – ACCOUNTS PAYABLE

NOTE 5 – ACCOUNTS PAYABLE

Accounts payable consisted of the following at June 30, 2024 and March 31, 2024

	June 30, 2024	March 31,2024
Accounting and audit fees	$174,113	$181,955
Research and development	344,365	409,904
General and administrative	308,189	147,724
Legal fees and transfer agent	39,057	85,627
Total Accounts Payable	$865,724	$825,210

NOTE 6 – ACCRUED EXPENSES	3 Months Ended Jun. 30, 2024

Payables and Accruals [Abstract]

NOTE 6 – ACCRUED EXPENSES

NOTE 6 – ACCRUED EXPENSES

Accrued expenses consisted of the following at June 30, 2024 and March 31, 2024

	June 30, 2024	March 31,2024
Accounting and audit fees	$ 56,936	$ 49,468
Research and development	35,576	—
General and administrative	290,168	89,508
Legal fees and transfer agent	107,484	223,475
Total Accrued Expenses	$490,164	$362,451

NOTE 7 – CAPITAL STOCK	3 Months Ended Jun. 30, 2024
Equity [Abstract]	
NOTE 7 – CAPITAL STOCK	NOTE 7 – CAPITAL STOCK

The Company has 2,000,000,000 shares of $0.001 par value common stock authorized and 10,000,000 shares of $0.001 par value preferred stock authorized.

On August 11, 2021, the Company issued 15,000,000 warrants to purchase common stock at $0.64 per share. The warrants were issued with a 5 year term. The warrants exercise price includes a declining scale with the stock price. As of December 31, 2022, the warrants were exercisable at $0.001 per share and the total potential impact on the financial statements of the exercise of the warrants was approximately $1 million dollars. The warrants were exercised on June 13, 2023 (see below). The total potential impact on the financial statements of the exercise of the warrants was approximately $13,500.

During September 2021, the Company received an investment for £100,000 Sterling (or $136,721) in exchange for a subscription for 280,000 shares. On May 2, 2022, the Company issued the 280,000 shares to the investor

On October 29, 2021, the Company issued 7,500,000 shares of stock in exchange for services provided by EMC2 Capital. The shares were issued at fair value of the date of exchange, or $2,399,250.

As pursuant to the asset purchase agreement dated November 9, 2021, the Company acquired certain intellectual property rights of C2 Wellness Corp. In exchanges for the assets acquired, the Company issued 24,000,000 shares of common stock valued at $0.50 per share. The intellectual property rights acquired are recorded as intangible assets as of December 31, 2021 for $12,000,000.

On December 21, 2021, the company issued 520,000 shares of stock in exchange for $130,000 of cash consideration.

On February 8, 2022, the company issued 333,333 shares to an investor for an investment of $50,000 (at a price of $0.15 per share).

On or about March 3, 2022, the Company issued 16,000,000 shares of stock for services under a consulting agreement. The shares were issued at fair value the date of the exchange, or $3,360,000.

On April 5, 2022, the company issued 384,615 shares to an investor for an investment of $50,000 (at a price of $0.13 per share).

On April 29, 2022, the Company issued 1,500,000 shares for services under a consultancy agreement at $0.214 per share, or $321,000.

On May 2, 2022, the Company issued 280,000 shares to an investor relating to a subscription agreement for an investment of £100,000 Sterling (or $136,721) at $0.50 per share, or $140,000.

On May 4, 2022, we issued 2,250,000 shares of our common stock to our director, Mr. Michael Hunter Land, pursuant to his employment agreement dated October 18, 2021, and board decision to award him shares for his performance.

On June 6, 2023, the Company reclaimed 44,064,000 shares into Treasury.

On June 13, 2023, we issued 13,500,000 shares of common stock to EMC2 Capital LLC following the cashless exercise of their 15,000,000 Warrants issued in August 2021.

On June 13, 2023, we issued 476,000 shares of common stock to Alison Rose Burgess as settlement of a £125,000 Sterling loan under the terms and conditions of the loan dated 21 September 2021.

On June 13, 2023, we issued 5,000,000 shares of common stock to Alinova Biosciences Ltd as part payment of consideration for the acquisition of intellectual property.

June 13, 2023, we issued 5,999,900 shares of common stock to Long Eight Limited as part payment of consideration for services received by Green Ocean Administration Limited.

June 13, 2023, we issued 10,088,100 shares of common stock to Warren Law Group to be held in escrow as potential part payment for services received from Bridgeway Capital Partners LLC, Bridgeway Capital Partners II LLC and Entoro Securities LLC.

On June 14, 2023, we issued 9,000,000 shares of common stock to our Directors as payment for their services as Directors.

On September 8, 2023, the Company entered into an Agreement to Return Assets and Shares with C2 Wellness Corp. As part of the agreement, the company received 29,015,993 shares of ABTI stock (24,000,000 shares originally issued and 5,015,996 shares additionally issued) and sold all assets related to the acquisition, resulting in a write-off of $12,000,000 in intangibles.

On October 16, 2023, the Company issued 587,499,996 shares in exchange of forgiveness of debt of approximately $2.35 million outstanding. The exchange resulted in a loss on exchange of $406,575.

On December 21, 2023, the Company issued 17,131,001 shares in exchange for services provided for the company for the period ended June 30, 2024, valued at $61,672 at the date of issuance.

On May 9, 2024, 2024, the Company issued a total 39,000,000 shares to Long Eight Limited in exchange for services provided to the company at a price per share of $0.0037 US dollars.

On May 16, 2024, the Company issued a total 18,000,000 shares to Long Eight Limited in exchange for services provided to the company at a price per share of $0.0033 US dollars.

On May 9, 2024, the Company issued a total of 7,812,500 shares to Guy Webber in lieu of services provided to the company as per his employment contract, at a price per share of $0.0037 US dollars.

On May 9, 2024, the Company issued a total of 5,000,000 shares to Nathan Thompson in lieu of payment for Director Services provided to the company for the period July 1, 2023 to March 31, 2024, at a price per share of $0.0037 US dollars

On May 9, 2024, the Company issued a total of 5,000,000 shares to Ning Qu in lieu of payment for Director Services provided to the company for the period July 01, 2023 to March 31, 2024, at a price per share of $0.0037 US dollars

On May 9, 2024, the Company issued a total of 5,000,000 shares to Michael Hunter Land in lieu of payment for Director Services provided to the company for the period July 01, 2023 to March 31, 2024 at a price per share of $0.0037 US dollars

On May 9, 2024, the Company issued a total of 5,000,000 shares to Daniel Reshef in lieu of payment for Director Services provided to the company for the period July 01, 2023 to March 31, 2024 at a price per share of $0.0037 US dollars.

During the year ended March 31, 2024, the company reviewed the cumulative translation adjustment recorded on the financial statements and made corrections to the amount recorded for the year ended March 31, 2023 as discussed in the restatement footnote (Note 2) contained in the Company's annual report on Form 10-K for the year ended March 31, 2024. The updated number was recorded as $67,873.

The Company has 1,467,475,449 and 1,382,662,952 shares of common stock issued and outstanding as of June 30, 2024 and March 31, 2024, respectively. There are no shares of preferred stock issued and outstanding as of June 30, 2024 and March 31, 2024. The Company had 807,047,948 shares of common stock issued and outstanding as of June 30, 2023 and 807,047,948 shares of common stock issued and outstanding as of March 31, 2023. There were no shares of preferred stock issued and outstanding as of June 30, 2023 and March 31, 2023.

NOTE 8 – NOTES PAYABLE	3 Months Ended Jun. 30, 2024
Debt Disclosure [Abstract]	
NOTE 8 – NOTES PAYABLE	NOTE 8 – NOTES PAYABLE

On September 21, 2021, the Company entered into a convertible note agreement with an outside party for $171,863. The convertible note agreement was for 90 days, with an interest fee of $13,680. The conversion option would be at 90 days, with share conversion at ..50 cents, with an issuance of 340,000 shares, valued at $428,400 at the date of the loan. Additionally, there was a share bonus issued of 136,000 shares, valued at $171,000 as of the date of the loan. The note was converted for stock on June 13, 2023 for 476,000 shares.

Conversion of the debt is at a discount rate of 60% of the published share price, with a valuation floor of $1.37 per share.

On August 1, 2022, the Company issued a note payable for 90 days bearing zero interest for the term of the note, for cash received by the Company on June 29, 2022 and July 18, 2022 totaling $75,000. As part of the note the Company committed delivery of 2,250,000 shares to the noteholders. The loans totaling $75,000 were repaid in full by December 23, 2022.

On June 13, 2023, we issued 476,000 shares of common stock to Alison Rose Burgess as settlement of a £125,000 Sterling loan under the terms and conditions of the loan dated September 21, 2021.

On June 26, 2024, the Company entered into a Secured Promissory Note with its subsidiary, Phytanix Bio, in the amount of $42,500 due on September 26, 2024. The agreement does not call for any interest and may be prepaid at anytime.

NOTE 9 – RELATED PARTY TRANSACTIONS	3 Months Ended Jun. 30, 2024
Related Party Transactions [Abstract]	
NOTE 9 – RELATED PARTY TRANSACTIONS	NOTE 9 – RELATED PARTY TRANSACTIONS

Alterola neither owns nor leases any real or personal property. An officer has provided office space as an arms length transaction with rental at commercial rates. There is no obligation for the officer to continue this arrangement. Such costs are immaterial to the financial statements and accordingly are not reflected herein. The officers and directors are involved in other business activities and most likely will become involved in other business activities in the future.

During the period ended June 30, 2024, a shareholder made advances to the company to fund operating expenses in the amount of $6,144. These advances are non – interest bearing and have no specified terms of repayment.

NOTE 10 – SUBSEQUENT EVENTS	3 Months Ended Jun. 30, 2024
Subsequent Events [Abstract]	
NOTE 10 – SUBSEQUENT EVENTS	NOTE 10 – SUBSEQUENT EVENTS

In accordance with ASC Topic 855-10, the Company analyzed its operations subsequent to June 30, 2024 to the date these financial statements were issued, and determined it does not have any material subsequent events to disclose in these financial statements, except as noted below.

On August 13, 2024, the Company issued a total of 2,114,666 shares to Guy Webber in lieu of services provided to the company as per his employment contract.

On August 13, 2024, the shares which were held in escrow as part payment for services provided by Bridgeway Capital Partners as per an agreement dated June 24, 2022, were returned to Alterola Company Treasury, as Bridgeway Capital Partners waived their right to this payment.

Business Combination Agreement

On July 22, 2024, Chain Bridge I, a Cayman Islands exempted company ("CBRG"), CB Holdings, Inc., a Nevada corporation ("HoldCo"), CB Merger Sub 1, a Cayman Islands exempted company ("CBRG Merger Sub"), Phytanix Bio, a Nevada corporation (the "Company"), and wholly owned subsidiary of Alterola Biotech, Inc., a Nevada corporation, and CB Merger Sub 2, Inc., a Nevada corporation ("Company Merger Sub"), entered into a Business Combination Agreement (as it may be amended, supplemented or otherwise modified from time to time, the "Business Combination Agreement").

Phytanix Bio is a subsidiary of Alterola Biotech, Inc., and Phytanix is the parent company of ABTI Pharma, which holds the subsidiaries, Ferven and Phyto. Phytanix Bio is an innovative pharmaceutical company dedicated to the development of therapeutics based on cannabinoid and cannabinoid-like molecules. CBRG is a special purpose acquisition company formed for the purpose of acquiring or merging with one or more businesses. Upon closing of the transaction, expected to occur in the fourth quarter of 2024, the combined company will be named Phytanix Inc., and its common stock is expected to be listed on the Nasdaq Capital Market under the ticker symbol "PHYX."

ALTEROLA BIOTECH, INC.
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The Business Combination

The Business Combination Agreement and the transactions contemplated thereby were approved by the boards of directors of each of the Company and CBRG. The Business Combination Agreement provides for, among other things, the consummation of the following transactions (the transactions contemplated by the Business Combination Agreement, collectively, the "Business Combination"):

(i) CBRG Merger Sub will merge with and into CBRG (the "CBRG Merger") and Company Merger Sub will merge with and into the Company (the "Company Merger" and, together with the CBRG Merger, the "Mergers"), with CBRG and the Company surviving the Mergers and, after giving effect to such Mergers, each of CBRG and the Company becoming a wholly owned subsidiary of HoldCo, on the terms and subject to the conditions in the Business Combination Agreement;

(A) each issued and outstanding Class A ordinary share, par value $0.0001 per share, of CBRG (the "CBRG Class A Shares") will be automatically cancelled, extinguished and converted into the right to receive one share of common stock, par value $0.0001 per share, of HoldCo

(ii) (the "HoldCo Shares"); and (B) each issued and outstanding Class B ordinary share, par value $0.0001 per share, of CBRG (the "CBRG Class B Shares" and together with the CBRG Class A Shares, the CBRG Shares), will be automatically cancelled, extinguished and converted into the right to receive one HoldCo Share;

(iii) each outstanding warrant to purchase one CBRG Class A Share will be automatically exchanged for a warrant to purchase one HoldCo Share; and

(A) each warrant of the Company to purchase Company common stock will be exchanged for a warrant to purchase HoldCo Shares; (B) each warrant of the Company to purchase Company preferred stock will be exchanged for a warrant to purchase HoldCo preferred stock; (C) all promissory notes of the Company issued in connection with its June 2024 financing will be exchanged for HoldCo Series A convertible preferred stock, and any remaining issued and outstanding promissory notes of the Company will be automatically and fully cancelled;

(iv) (D) each share of preferred stock, par value $0.000000001 per share, of the Company (the "Company Preferred Stock") that is issued and outstanding will be automatically converted into shares of HoldCo preferred stock; and (E) all issued and outstanding shares of Company Common Stock (other than treasury shares and shares with respect to which appraisal rights under the Nevada law are properly exercised and not withdrawn) will be automatically cancelled, extinguished and converted into the right to receive HoldCo Shares based on the exchange ratio set forth in the Business Combination Agreement.

Prior to the closing of the Business Combination (the "Closing"), (A) HoldCo will file with the Secretary of State of the State of Nevada an amended and restated certificate of incorporation of HoldCo, and (B) the board of directors of HoldCo will approve and adopt amended and restated bylaws of HoldCo, each in a form to be mutually agreed between CBRG and the Company. Following the Business Combination, HoldCo will change its name to Phytanix, Inc. and will be a publicly listed holding company which is expected to be listed on the Nasdaq Capital Market under the ticker symbol "PHYX."

The Business Combination is expected to close in the fourth quarter of 2024, following the receipt of the required approval by CBRG's and the Company's shareholders and the fulfillment of other customary closing conditions.

Consideration

Under the terms of the Business Combination Agreement, the aggregate consideration to be paid in the Business Combination is derived from an equity value of $58 million. In addition, HoldCo will issue 17,000 shares of HoldCo Series A convertible preferred stock and issue additional shares of HoldCo preferred stock in exchange for certain short term debt obligations of the Company.

Representations and Warranties; Covenants

The Business Combination Agreement contains representations, warranties and covenants of each of the parties thereto that are customary for transactions of this type. HoldCo has agreed to take all action as may be necessary or appropriate such that, immediately after the Closing, HoldCo's board of directors will consist of up to seven directors, which shall be divided into three classes and be

comprised of seven individuals determined by the Company, the CBRG Sponsor and CBRG prior to the effectiveness of the Registration Statement on Form S-4 (the "Registration Statement"), two of which directors shall be designated by the Company, in consultation with CBRG and the CBRG Sponsor, two of which directors shall be designated by the CBRG Sponsor, in consultation with the Company, and three of which directors shall be mutually agreed upon by the CBRG Sponsor and the Company. In addition, the board of directors of HoldCo will adopt an equity incentive plan and an employee stock purchase plan prior to the closing of the Business Combination.

Conditions to Each Party's Obligations

The obligation of CBRG, HoldCo, CBRG Merger Sub, Company Merger Sub and the Company to consummate the Business Combination is subject to certain customary closing conditions, including, but not limited to, (i) the absence of any order, law or other legal restraint or prohibition issued by any court of competent jurisdiction or other governmental entity of competent jurisdiction prohibiting or preventing the consummation of the transactions contemplated by the Business Combination Agreement, (ii) the effectiveness of the Registration Statement to be filed by HoldCo, in accordance with the provisions of the Securities Act of 1933, as amended (the "Securities Act"), registering certain shares of HoldCo to be issued in the Business Combination, (iii) the required approval of the Company's stockholders, (iv) the required approval of CBRG's shareholders, (v) HoldCo having at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) after giving effect to the transactions contemplated by the Business Combination Agreement (provided such limitation has not been validly removed from the amended and restated memorandum and articles of association (the "Articles") of CBRG prior to the Closing Date), (vi) the approval by Nasdaq of HoldCo's initial listing application in connection with the Business Combination, (vii) entry into employment agreements with certain key Company executives, (viii) formation of a capital markets and financing advisory committee made up of certain CBRG directors, (ix) assumption or cancellation of certain existing Company and CBRG notes, and (x) entry into an agreement providing for a $100 million equity line of credit with Keystone Capital Partners, LLC or its affiliates.

Termination

The Business Combination Agreement may be terminated under certain customary and limited circumstances prior to the closing of the Business Combination, including, but not limited to, (i) by mutual written consent of CBRG and the Company, (ii) by CBRG if the representations and warranties of the Company are not true and correct or if the Company fails to perform any covenant or agreement set forth in the Business Combination Agreement (including an obligation to consummate the Closing), in each case such that certain conditions to closing cannot be satisfied and the breach or breaches of such representations or warranties or the failure to perform such covenant or agreement, as applicable, are not cured or cannot be cured within certain specified time periods, (iii) by the Company if the representations and warranties of the Company are not true and correct or if the Company fails to perform any covenant or agreement set forth in the Business Combination Agreement (including an obligation to consummate the Closing), in each case such that certain conditions to closing cannot be satisfied and the breach or breaches of such representations or warranties or the failure to perform such covenant or agreement, as applicable, are not cured or cannot be cured within certain specified time periods, (iv) by either CBRG or the Company if the required approvals are not obtained from CBRG shareholders after the conclusion of a meeting of CBRG's shareholders held for such purpose at which such shareholders voted on such approvals, (v) by either CBRG or the Company, if any governmental entity of competent jurisdiction shall have issued an order permanently enjoining, restraining or otherwise prohibiting the transactions contemplated under the Business Combination Agreement and such order shall have become final and nonappealable, (vi) by CBRG if the Company does not deliver, or cause to be delivered to CBRG the written consent of the requisite shareholders of the Company adopting and approving the Business Combination and such failure is not cured within specified time periods, and (vii) by either CBRG or the Company if the transactions contemplated by the Business Combination Agreement have not been consummated on or prior to the last deadline for CBRG to consummate its initial business combination pursuant to the Articles.

If the Business Combination Agreement is validly terminated, none of the parties to the Business Combination Agreement will have any liability or any further obligation under the Business Combination Agreement, except in the case of a willful and material breach or fraud and for customary obligations that survive the termination thereof (such as confidentiality obligations).

Sponsor Letter Agreement

Concurrently with the execution of the Business Combination Agreement, CBRG and the CBRG Sponsor, entered into a letter agreement (the "Sponsor Letter Agreement"), pursuant to which, among other things, (i) CBRG Sponsor agreed to vote its Class B Ordinary Shares in favor of each of the transaction proposals to be voted upon at the meeting of CBRG shareholders, including approval of the Business Combination Agreement and the transactions contemplated thereby, (ii) CBRG Sponsor agreed to waive any adjustment to the conversion ratio set forth in the governing documents of CBRG or any other anti-dilution or similar protection with respect to the Class B Ordinary Shares (whether resulting from the transactions contemplated by the Subscription Agreements (as defined below) or otherwise), and (iii) CBRG Sponsor agreed to be bound by certain transfer restrictions with respect to his, her or its shares in CBRG prior to the Closing.

Company Stockholder Transaction Support Agreements

Pursuant to the Business Combination Agreement, certain stockholders of the Company entered into transaction support agreements (collectively, the "Company Transaction Support Agreements") with CBRG and the Company, pursuant to which such stockholders of the Company agreed to, among other things, (i) vote in favor of the Business Combination Agreement and the transactions contemplated thereby and (ii) be bound by certain covenants and agreements related to the Business Combination.

Investor Rights Agreement

Concurrently with the execution of the Business Combination Agreement, CBRG, HoldCo, the CBRG Sponsor, and certain Company stockholders entered into an investor rights agreement (the "Investor Rights Agreement") pursuant to which, among other things, the CBRG Sponsor, and certain Company stockholders will be granted certain customary registration rights. Further, subject to customary exceptions set forth in the Investor Rights Agreement, the shares of HoldCo beneficially owned or owned of record by the CBRG Sponsor, certain officers and directors of CBRG and HoldCo (including any shares of HoldCo issued pursuant to the Business Combination Agreement) will be subject to a lock-up period beginning on the date the Closing occurs (the "Closing Date") until the date that is the earlier of (i) 365 days following the Closing Date (or six months after the Closing Date if a lock up party is an independent director) or (ii) the first date subsequent to the Closing Date with respect to which the closing price of HoldCo Shares equals or exceeds $12.00 per share for any 20 trading days within any 30-trading day period commencing at least 150 days after the Closing Date.

Secured Loan

On June 26, 2024, Alterola Biotech, Inc. entered into a Secured Promissory Note with its subsidiary, Phytanix Bio, in the amount of $42,500 due on September 26, 2024. The agreement does not call for any interest and may be prepaid at anytime.

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2024 Financing

On June 26, 2024, certain investors (the "Financing Investors") and the Company entered into that certain Securities Purchase Agreement pursuant to which, among other things, the Financing Investors agreed to purchase (i) certain promissory notes of the Company in the original principal amount of $4,413,650.40, (ii) certain warrants to acquire Company Common Shares, and (iii) warrants to acquire Company Series A Preferred Shares.

Loan Agreement

On June 26, 2024, the Company agreed to loan CBRG $1,590,995.12, pursuant to an unsecured non-interest bearing promissory note (the "Bridge Financing Note"). The maturity date of the Bridge Financing Note is the later of (x) June 29, 2025 and (y) the consummation of the CBRG's initial business combination. The Bridge Financing Note may not be repaid with funds from the trust account that CBRG established for the benefit of its public holders. The proceeds from the Bridge Financing Note will be used (i) to pay off certain working capital loans issued by CBRG to Fulton AC I LLC, (ii) to pay for certain fees and expenses incurred in connection with the transactions contemplated in the Bridge Financing Note and CBRG's initial business combination and (iii) for other general corporate purposes.

NOTE 1 – NATURE OF BUSINESS, LIQUIDITY & GOING CONCERN (Policies)	3 Months Ended
	Jun. 30, 2024
Organization, Consolidation and Presentation of Financial Statements [Abstract]	
LIQUIDITY & GOING CONCERN	**LIQUIDITY & GOING CONCERN** Alterola has negative working capital of $1,495,669, has incurred losses since inception of $12,837,659, and has not received revenues from sales of products or services. These factors create substantial doubt about the Company's ability to continue as a going concern. The financial statements do not include any adjustment that might be necessary if the Company is unable to continue as a going concern. The ability of Alterola to continue as a going concern is dependent on the Company generating cash from the sale of its common stock and/or obtaining debt financing and attaining future profitable operations. Management's plans include selling its equity securities and obtaining debt financing to fund its capital requirement and ongoing operations; however, there can be no assurance the Company will be successful in these efforts.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Policies)	3 Months Ended
	Jun. 30, 2024
Accounting Policies [Abstract]	
Basis of Presentation	Basis of Presentation These unaudited condensed financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") and the rules and regulations of the Securities and Exchange Commission ("SEC"). They include the accounts of Alterola and its wholly owned subsidiaries ABTI Pharma, Phytotherapeutix Ltd, Ferven Ltd and Phytanix Bio. All material intercompany transactions and balances have been eliminated. These financial statements and the notes attached hereto should be read in conjunction with the financial statements and notes included in the Company's 10-K for its fiscal year ended March 31, 2024. In the opinion of the Company, all adjustments, including normal recurring adjustments necessary to present fairly the financial position of the Company, as of June 30, 2024, and the results of its operations and cash flows for the three months then ended have been included. The results of operations for the interim period are not necessarily indicative of the results for the full year ending March 31, 2025. The Company had a September 30 fiscal year end. Subsequent to the Agreement with ABTI Pharma, the Company has changed its year end from September 30 to March 31.
Use of Estimates	Use of Estimates The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.
Cash and Equivalents	Cash and Equivalents For purposes of the statement of cash flows, the Company considers highly liquid financial instruments purchased with a maturity of three months or less to be cash equivalents.
Fair Value of Financial Instruments	Fair Value of Financial Instruments Alterola's financial instruments consist of cash and equivalents, accrued expenses, accrued interest and notes payable. The carrying amount of these financial instruments approximates fair value ("FV") due either to length of maturity or interest rates that approximate prevailing market rates unless otherwise disclosed in these financial statements.

FV is defined as the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The FV should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity. In addition, the FV of liabilities should include consideration of non-performance risk including our own credit risk.

In addition to defining FV, the disclosure requirements around FV establish a FV hierarchy for valuation inputs which is expanded. The hierarchy prioritizes the inputs into three levels based

on the extent to which inputs used in measuring FV are observable in the market. Each FV measurement is reported in one of the three levels which is determined by the lowest level input that is significant to the FV measurement in its entirety. These levels are:

Level 1 – inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.

Level 2 – inputs are based upon significant observable inputs other than quoted prices included in Level 1, such as quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The FV are therefore determined using model-based techniques that include option pricing models, discounted cash flow models, and similar techniques.

The carrying value of the Company's financial assets and liabilities which consist of cash, accounts payable and accrued liabilities, and notes payable are valued using level 1 inputs. The Company believes that the recorded values approximate their FV due to the short maturity of such instruments. Unless otherwise noted, it is management's opinion that the Company is not exposed to significant interest, exchange or credit risks arising from these financial instruments.

Income Taxes

Income taxes are computed using the asset and liability method. Under the asset and liability method, deferred income tax assets and liabilities are determined based on the differences between the financial reporting and tax bases of assets and liabilities and are measured using the currently enacted tax rates and laws. A valuation allowance is provided for the amount of deferred tax assets that, based on available evidence, are not expected to be realized.

Foreign Currency Translation

Foreign Currency Translation

The financial statements are presented in US Dollars. Transactions with foreign subsidiaries where US dollars are not the functional currency will be recorded in accordance with Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 830 *Foreign Currency Transaction*. According to Topic 830, all assets and liabilities are translated at the exchange rate on the balance sheet date, stockholders' equity is translated at historical rates and statement of operations items are translated at the weighted average exchange rate for the period. The resulting translation adjustments are reported under other comprehensive income (loss) in accordance with ASC Topic 220, *Comprehensive Income*. Gains and losses resulting from the translations of foreign currency transactions and balances are reflected in the statement of operations and comprehensive income (loss).

Revenue Recognition

Revenue Recognition

On January 1, 2018, the Company adopted ASC Topic 606, Revenue from Contracts with Customers ("ASC 606"), using the modified retrospective method applied to those contracts which were not completed as of January 1, 2018. Results for reporting periods beginning after January 1, 2018 are presented under ASC 606, while prior period amounts are not adjusted and continue to be reported in accordance with our historic accounting under ASC 605. As of and for the year ended December 31, 2022, the financial statements were not materially impacted as a result of the application of Topic 606 compared to Topic 605.

Loss Per Common Share

Loss Per Common Share

Basic loss per share is calculated using the weighted-average number of common shares outstanding during each reporting period. Diluted loss per share includes potentially dilutive securities such as outstanding options and warrants, using various methods such as the treasury stock or modified treasury stock method in the determination of dilutive shares outstanding during each reporting period. The Company does not have any potentially dilutive instruments.

Stock-Based Compensation

Stock-Based Compensation
Stock-based compensation is accounted for at FV in accordance with ASC Topic 718. To date, the Company has not adopted a stock option plan and has not granted any stock options.

Research and development

Research and development
We engage in a variety of research and development activities to develop our technologies and work toward development of a saleable product. When it is determined that the research and development products we are creating have reached a point where saleable products are possible, these amounts are capitalized. As of June 30, 2024 and March 31, 2023 there are no capitalized research and development costs.

The research and development costs incurred by the company relate to the following:

- Licenses for patent and know-how (Nano 4 M) - this relates to the company's formulation of Active Pharmaceutical Ingredients (API) for its lead pharmaceutical programs.
- Protein Technologies Ltd – this relates to the company's research into production of cannabinoids by biosynthesis (as opposed to botanical production by growing plants). The company has genetically modified an organism to produce cannabinoids by fermentation (similar to methodology used for the production of antibiotics)
- Apex Molecular Ltd.- the company has a number of pharmaceutical development programs using both novel and natural molecules. The Company employs third party chemistry / contract, manufacturing companies such as Apex Molecular Ltd. to synthesize and purify these compounds for their pharmaceutical development programs.
- Acquisition of intellectual property from Alinova Biosciences Ltd.
- Continued patent prosecution and internationalization of company intellectual property.
- Staff costs and consultancy costs relating to R & D.

Other Intangible Assets

Other Intangible Assets
We have recorded the assets acquired as part of the C2 Wellness acquisition as indefinite lived Intangible assets. Indefinite life intangible assets recorded are not amortized and, as a result, are assessed for impairment at least annually, using either a qualitative or quantitative process. The C2 Wellness assets that were acquired were subsequently re-sold as discussed above. We performed this annual assessment as of March 31, 2024, noting impairment factors indicating possible impairment of intangible assets recognized and recorded impairment of $392,278.

Risks and Uncertainties

Risks and Uncertainties
On January 30, 2020, the World Health Organization declared the coronavirus outbreak a "Public Health Emergency of International Concern" and on March 10, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, and quarantines in certain areas, and forced closures for certain types of public places and business.

We may be impacted by business interruptions resulting from pandemics and public health emergencies, including those related to geopolitical actions, including war and terrorism or natural disasters including earthquakes, typhoons, floods, and fires. An outbreak of infectious disease, a pandemic or a similar public health threat or a fear of any of the foregoing, could adversely impact us by causing operating, manufacturing supply chain, clinical trial and project development delays and disruptions, labour shortages, travel and shipping disruption and shutdowns (including as a result of government regulation and prevention measures). It is unknown whether and how we may be affected if such an epidemic persists for an extended period of time. We may incur expenses or

delays relating to such events outside of our control, which could have a material adverse impact on our business, operating results, and financial condition.

Recent Accounting Pronouncements

Recent Accounting Pronouncements

Alterola does not expect the adoption of recently issued accounting pronouncements to have a significant impact on the Company's results of operations, financial position or cash flow.

NOTE 5 – ACCOUNTS PAYABLE (Tables)

3 Months Ended Jun. 30, 2024

Payables and Accruals [Abstract]

NOTE 5 - ACCOUNTS PAYABLE - Summary of Accounts Payable

	June 30, 2024	March 31,2024
Accounting and audit fees	$174,113	$181,955
Research and development	344,365	409,904
General and administrative	308,189	147,724
Legal fees and transfer agent	39,057	85,627
Total Accounts Payable	$865,724	$825,210

NOTE 6 – ACCRUED EXPENSES (Tables)

3 Months Ended Jun. 30, 2024

Payables and Accruals [Abstract]

NOTE 6 - ACCRUED EXPENSES - Schedule of Accrued Expenses

	June 30, 2024	March 31,2024
Accounting and audit fees	$ 56,936	$ 49,468
Research and development	35,576	—
General and administrative	290,168	89,508
Legal fees and transfer agent	107,484	223,475
Total Accrued Expenses	$490,164	$362,451

NOTE 1 – NATURE OF BUSINESS, LIQUIDITY & GOING CONCERN (Details Narrative) - USD ($)	Sep. 08, 2023	Apr. 18, 2023	Jan. 19, 2021	May 03, 2010	177 Months Ended Jun. 30, 2024	Mar. 31, 2024	May 28, 2021
Liabilities					$ 1,507,635	$ 1,333,264	$ 389,721
Banking Regulation, Total Capital, Actual					1,495,669		
Net Income (Loss), Including Portion Attributable to Noncontrolling Interest					$ 12,837,659		
Patent P T X [Member]							
Stock Issued During Period, Shares, Acquisitions		5,000,000					
Oil and Gas, Full Cost Method, Capitalized Cost Excluded from Amortization, Acquisition Cost, Period Cost		$ 35,000					
Director							
Stock Issued During Period, Shares, Acquisitions				55,000,000			
Consulting Services							
Stock Issued During Period, Shares, Acquisitions			600,000,000				
C 2 Wellness Agreement Return Assets [Member]							
Stock Repurchased During Period, Shares	29,015,993						

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Details Narrative)	3 Months Ended Jun. 30, 2024 USD ($)
Accounting Policies [Abstract]	
Impairment of Intangible Assets, Finite-Lived	$ 392,278

NOTE 3 – INTANGIBLE ASSETS (Details Narrative) - USD ($)	Mar. 31, 2024	Dec. 31, 2021
Goodwill and Intangible Assets Disclosure [Abstract]		
Intangible Assets, Current		$ 12,000,000
[custom:IntangibleAssetsCurrentAdjusted-0]	$ 12,139,779	

NOTE 4 – DEFERRED TAX ASSET (Details Narrative)	Mar. 31, 2023 USD ($)
Income Tax Disclosure [Abstract]	
Deferred Tax Assets, Net of Valuation Allowance	$ 189,355

NOTE 5 - ACCOUNTS PAYABLE - Summary of Accounts Payable (Details) - USD ($)	Jun. 30, 2024	Mar. 31, 2024
Interim Period, Costs Not Allocable [Line Items]		
Total Accounts Payable	$ 865,724	$ 825,210
Accounting And Audit Fees [Member]		
Interim Period, Costs Not Allocable [Line Items]		
Total Accounts Payable	174,113	181,955
Research And Development [Member]		
Interim Period, Costs Not Allocable [Line Items]		
Total Accounts Payable	344,365	409,904
General And Administrative [Member]		
Interim Period, Costs Not Allocable [Line Items]		
Total Accounts Payable	308,189	147,724
Legal And Transfer Agent [Member]		
Interim Period, Costs Not Allocable [Line Items]		
Total Accounts Payable	$ 39,057	$ 85,627

NOTE 6 - ACCRUED EXPENSES - Schedule of Accrued Expenses (Details) - USD ($)	Jun. 30, 2024	Mar. 31, 2024
Interim Period, Costs Not Allocable [Line Items]		
Total Accrued Expenses	$ 490,164	$ 362,451
Accounting And Audit Fees [Member]		
Interim Period, Costs Not Allocable [Line Items]		
Accrued Professional Fees, Current	56,936	49,468
Research And Development [Member]		
Interim Period, Costs Not Allocable [Line Items]		
Total Accrued Expenses	35,576	
General And Administrative [Member]		
Interim Period, Costs Not Allocable [Line Items]		
Accrued Professional Fees, Current	290,168	89,508
Legal And Transfer Agent [Member]		
Interim Period, Costs Not Allocable [Line Items]		
Accrued Professional Fees, Current	$ 107,484	$ 223,475

NOTE 7 – CAPITAL STOCK (Details Narrative) - USD ($)	May 16, 2024	May 09, 2024	Dec. 21, 2023	Oct. 16, 2023	Sep. 08, 2023	Jun. 14, 2023	Jun. 13, 2023	Jun. 06, 2023	May 04, 2022	May 02, 2022	Apr. 29, 2022	Apr. 05, 2022	Mar. 03, 2022	Dec. 21, 2021	Nov. 09, 2021	Oct. 29, 2021	Aug. 11, 2021	1 Months Ended Sep. 30, 2021	3 Months Ended Jun. 30, 2024	Jun. 30, 2023	Mar. 31, 2024	Mar. 31, 2023	Dec. 31, 2022	Dec. 31, 2021	Sep. 21, 2021
Accumulated Other Comprehensive Income (Loss) [Line Items]																									
Common Stock, Shares Authorized																			2,000,000,000		2,000,000,000				
Common Stock, Par or Stated Value Per Share																			$ 0.001		$ 0.001				
Preferred Stock, Shares Authorized																			10,000,000		10,000,000				
Preferred Stock, Par or Stated Value Per Share																			$ 0.001		$ 0.001				
Proceeds from Issuance of Common Stock																			$ 277,700	$ 305,762					
Stock Issued During Period, Value, Issued for Services																			203,700	305,672					
Intangible Assets, Current																								$ 12,000,000	
Stock Issued During Period, Value, Other																				157,339					
Stock Issued During Period, Shares, Treasury Stock Reissued								44,064,000																	
Stock Issued During Period, Value, Conversion of Convertible Securities																									
Contract with Customer, Asset, Allowance for Credit Loss, Writeoff																			$ 12,000,000						
[custom:LossOnExchangeOfSharesForDebt]				$ 406,575																					
[custom:TranslationAmendedAmount]																				$ 67,873					
Common Stock, Shares, Issued																			1,467,475,449	807,047,948	1,382,662,952	807,047,948			
Common Stock, Shares, Outstanding																			1,467,475,449	807,047,948	1,382,662,952	807,047,948			
Preferred Stock, Shares Issued																			0		0				
Preferred Stock, Shares Outstanding																			0		0				
Warrant Shares [Member]																									
Accumulated Other Comprehensive Income (Loss) [Line Items]																									
Stock Issued During Period, Shares, Other																	15,000,000								
Shares Issued, Price Per Share																	$ 0.64								
Warrants and Rights Outstanding, Term																	5 years								
Class of Warrant or Right, Exercise Price of Warrants or Rights																							$ 0.001		
Class of Warrant or Right, Expense or Revenue Recognized							The total potential impact on the financial statements of the exercise of the warrants was approximately $13,500										the total potential impact on the financial statements of the exercise of the warrants was approximately $1 million dollars								
Warrants and Rights Outstanding, Maturity Date																	Jun. 13, 2023								
Consultancy Agreement [Member]																									
Accumulated Other Comprehensive Income (Loss) [Line Items]																									
Shares Issued, Price Per Share											$ 0.214														
Proceeds from Issuance of Common Stock																		$ 136,721							
Stock Issued During Period, Shares, Issued for Services											1,500,000														
Stock Issued During Period, Value, Issued for Services											$ 321,000														
Subscription [Member]																									
Accumulated Other Comprehensive Income (Loss) [Line Items]																									
Stock Issued During Period, Shares, Other										280,000															
Common Stock, Shares Subscribed but Unissued																		280,000							
E M C 2 Capital Services [Member]																									
Accumulated Other Comprehensive Income (Loss) [Line Items]																									
Stock Issued During Period, Shares, Issued for Services																7,500,000									
Stock Issued During Period, Value, Issued for Services																$ 2,399,250									
A P A Nov 9 [Member]																									
Accumulated Other Comprehensive Income (Loss) [Line Items]																									
Shares Issued, Price Per Share															$ 0.50										
Stock Issued During Period, Shares, Acquisitions															24,000,000										
Investor Issuance Two [Member]																									
Accumulated Other Comprehensive Income (Loss) [Line Items]																									
Stock Issued During Period, Shares, Other												333,333	520,000												
Shares Issued, Price Per Share												$ 0.15													
Stock Issued During Period, Value, Other												$ 50,000	$ 130,000												
Consulting Agreement [Member]																									
Accumulated Other Comprehensive Income (Loss) [Line Items]																									
Stock Issued During Period, Shares, Issued for Services													16,000,000												
Stock Issued During Period, Value, Issued for Services													$ 3,360,000												
Investor Issuance Three [Member]																									
Accumulated Other Comprehensive Income (Loss) [Line Items]																									
Stock Issued During Period, Shares, Other										280,000		384,615													
Shares Issued, Price Per Share												$ 0.13													
Proceeds from Issuance of Common Stock										$ 136,721															
Stock Issued During Period, Value, Other												$ 50,000													
Sale of Stock, Price Per Share										$ 0.50															
Investor Issuance Three In Dollars [Member]																									
Accumulated Other Comprehensive Income (Loss) [Line Items]																									
Proceeds from Issuance of Common Stock										$ 140,000															
Hunter Land Director Issuance [Member]																									
Accumulated Other Comprehensive Income (Loss) [Line Items]																									
Sale of Stock, Price Per Share		$ 0.0037																							
Stock Issued During Period, Shares, Employee Benefit Plan		5,000,000							2,250,000																
E M C 2 Capital L L C [Member]																									
Accumulated Other Comprehensive Income (Loss) [Line Items]																									
Stock Issued During Period, Value, Conversion of Convertible Securities							$ 13,500,000																		
Stock Redeemed or Called During Period, Shares							15,000,000																		
Alison Burgess [Member]																									
Accumulated Other Comprehensive Income (Loss) [Line Items]																									
Stock Issued During Period, Shares, Other							476,000																		
Loans Payable																									$ 125,000
Alinova Biosciences [Member]																									
Accumulated Other Comprehensive Income (Loss) [Line Items]																									

Stock Issued During Period, Shares, Acquisitions							5,000,000
Long Eight Limited [Member]							
Accumulated Other Comprehensive Income (Loss) [Line Items]							
Stock Issued During Period, Shares, Issued for Services							5,999,900
Warren Law Group [Member]							
Accumulated Other Comprehensive Income (Loss) [Line Items]							
Stock Issued During Period, Shares, Issued for Services							10,088,100
Directors [Member]							
Accumulated Other Comprehensive Income (Loss) [Line Items]							
Stock Issued During Period, Shares, Employee Benefit Plan						9,000,000	
C 2 Wellness Agreement Return Assets [Member]							
Accumulated Other Comprehensive Income (Loss) [Line Items]							
Stock Repurchased During Period, Shares					29,015,993		
C 2 Wellness Agreement Return Assets Initially Issued [Member]							
Accumulated Other Comprehensive Income (Loss) [Line Items]							
Stock Repurchased During Period, Shares					24,000,000		
C 2 Wellness Agreement Return Assets Additionally Issued [Member]							
Accumulated Other Comprehensive Income (Loss) [Line Items]							
Stock Repurchased During Period, Shares					5,015,996		
Stock Issued Forgive Debt [Member]							
Accumulated Other Comprehensive Income (Loss) [Line Items]							
Stock Issued During Period, Shares, Other				587,499,996			
Dec 2023 Services [Member]							
Accumulated Other Comprehensive Income (Loss) [Line Items]							
Stock Issued During Period, Shares, Issued for Services			17,131,001				
Stock Issued During Period, Value, Issued for Services			$ 61,672				
Long Eight May 9 [Member]							
Accumulated Other Comprehensive Income (Loss) [Line Items]							
Stock Issued During Period, Shares, Issued for Services		39,000,000					
Sale of Stock, Price Per Share		$ 0.0037					
Long Eight May 16 [Member]							
Accumulated Other Comprehensive Income (Loss) [Line Items]							
Stock Issued During Period, Shares, Issued for Services	18,000,000						
Sale of Stock, Price Per Share	$ 0.0033						
Guy Webber Services [Member]							
Accumulated Other Comprehensive Income (Loss) [Line Items]							
Stock Issued During Period, Shares, Issued for Services		7,812,500					
Sale of Stock, Price Per Share		$ 0.0037					
Nathan Thompson Director [Member]							
Accumulated Other Comprehensive Income (Loss) [Line Items]							
Sale of Stock, Price Per Share		$ 0.0037					
Stock Issued During Period, Shares, Employee Benefit Plan		5,000,000					
Ning Qu Director [Member]							
Accumulated Other Comprehensive Income (Loss) [Line Items]							
Sale of Stock, Price Per Share		$ 0.0037					
Stock Issued During Period, Shares, Employee Benefit Plan		5,000,000					
Daniel Rashef Director Issuance [Member]							
Accumulated Other Comprehensive Income (Loss) [Line Items]							
Sale of Stock, Price Per Share		$ 0.0037					
Stock Issued During Period, Shares, Employee Benefit Plan		5,000,000					

NOTE 8 – NOTES PAYABLE (Details Narrative) - USD ($)	Jun. 26, 2024	Jun. 13, 2023	Aug. 01, 2022	Sep. 21, 2021	3 Months Ended		5 Months Ended		
					Jun. 30, 2024	Jun. 30, 2023	Dec. 23, 2022	Mar. 31, 2024	Jul. 18, 2022
Short-Term Debt [Line Items]									
Stock Issued During Period, Value, Other						$ 157,339			
Loans Payable, Current					$ 151,747			$ 145,603	
Alison Burgess [Member]									
Short-Term Debt [Line Items]									
Stock Issued During Period, Shares, Other		476,000							
Loans Payable				$ 125,000					
Note Payable One [Member]									
Short-Term Debt [Line Items]									
Proceeds from Notes Payable				$ 171,863					
Debt Instrument, Term				90 days					
Debt Instrument, Interest Rate Terms				with an interest fee of $13,680					
Debt Instrument, Convertible, Terms of Conversion Feature				The conversion option would be at 90 days, with share conversion at ..50 cents, with an issuance of 340,000 shares, valued at $428,400 at the date of the loan.					
Debt Conversion, Converted Instrument, Shares Issued		476,000							
Debt Conversion, Converted Instrument, Rate		60.00%							
Debt Instrument, Convertible, Stock Price Trigger		$ 1.37							

Note Payable One Share Bonus [Member]					
Short-Term Debt [Line Items]					
Stock Issued During Period, Shares, Other			136,000		
Stock Issued During Period, Value, Other			$ 171,000		
Note Payable Two [Member]					
Short-Term Debt [Line Items]					
Debt Instrument, Term		90 days			
Loans Payable, Current					$ 75,000
Common Stock, Shares Subscribed but Unissued		2,250,000			
Repayments of Long-Term Loans from Vendors				$ 75,000	
Phytanix Bio Note [Member]					
Short-Term Debt [Line Items]					
Notes Payable	$ 42,500				
Debt Instrument, Maturity Date	Sep. 26, 2024				

NOTE 9 – RELATED PARTY TRANSACTIONS (Details Narrative)	3 Months Ended Jun. 30, 2024 USD ($)
Related Party Transactions [Abstract]	
[custom:ShareholderAdvances]	$ 6,144

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 "longName": "00000010 - Disclosure - NOTE 4 \u2013 DEFERRED TAX ASSET",
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 "isDefault": "false",
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 "subGroupType": "",
 "menuCat": "Notes",
 "order": "10",
 "firstAnchor": {
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  "decimals": null,
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  ],
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},
"R11": {
 "role": "http://alterolabiotech.com/role/Note5AccountsPayable",
 "longName": "00000011 - Disclosure - NOTE 5 \u2013 ACCOUNTS PAYABLE",
 "shortName": "NOTE 5 \u2013 ACCOUNTS PAYABLE",
 "isDefault": "false",
 "groupType": "disclosure",
 "subGroupType": "",
 "menuCat": "Notes",
 "order": "11",
 "firstAnchor": {
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  "unitRef": null,
  "xsiNil": "false",
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 "uniqueAnchor": {
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  "name": "us-gaap:AccountsPayableAndAccruedLiabilitiesDisclosureTextBlock",
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  "decimals": null,
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},
"R12": {
 "role": "http://alterolabiotech.com/role/Note6AccruedExpenses",
 "longName": "00000012 - Disclosure - NOTE 6 \u2013 ACCRUED EXPENSES",
 "shortName": "NOTE 6 \u2013 ACCRUED EXPENSES",
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 "groupType": "disclosure",
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 "menuCat": "Notes",
 "order": "12",
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  "decimals": null,
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"R13": {
 "role": "http://alterolabiotech.com/role/Note7CapitalStock",
 "longName": "00000013 - Disclosure - NOTE 7 \u2013 CAPITAL STOCK",
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  "decimals": null,
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"R14": {
 "role": "http://alterolabiotech.com/role/Note8NotesPayable",
 "longName": "00000014 - Disclosure - NOTE 8 \u2013 NOTES PAYABLE",
 "shortName": "NOTE 8 \u2013 NOTES PAYABLE",
 "isDefault": "false",
 "groupType": "disclosure",
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 "menuCat": "Notes",
 "order": "14",
 "firstAnchor": {
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"R15": {
 "role": "http://alterolabiotech.com/role/Note9RelatedPartyTransactions",
 "longName": "00000015 - Disclosure - NOTE 9 \u2013 RELATED PARTY TRANSACTIONS",
 "shortName": "NOTE 9 \u2013 RELATED PARTY TRANSACTIONS",
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 "groupType": "disclosure",
 "subGroupType": "",
 "menuCat": "Notes",
 "order": "15",
 "firstAnchor": {
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  "name": "us-gaap:RelatedPartyTransactionsDisclosureTextBlock",
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  "lang": "en-US",
  "decimals": null,
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 "uniqueAnchor": {
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},
"R16": {
 "role": "http://alterolabiotech.com/role/Note10SubsequentEvents",
 "longName": "00000016 - Disclosure - NOTE 10 \u2013 SUBSEQUENT EVENTS",
 "shortName": "NOTE 10 \u2013 SUBSEQUENT EVENTS",
 "isDefault": "false",
 "groupType": "disclosure",
 "subGroupType": "",
 "menuCat": "Notes",
 "order": "16",
 "firstAnchor": {
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  "lang": "en-US",
  "decimals": null,
  "ancestors": [
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  "xsiNil": "false",
  "lang": "en-US",
  "decimals": null,
  "ancestors": [
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   "html"
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  "first": true,
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"R17": {
 "role": "http://alterolabiotech.com/role/Note1NatureOfBusinessLiquidityGoingConcernPolicies",
 "longName": "00000017 - Disclosure - NOTE 1 \u2013 NATURE OF BUSINESS, LIQUIDITY & GOING CONCERN (Policies)",
 "shortName": "NOTE 1 \u2013 NATURE OF BUSINESS, LIQUIDITY & GOING CONCERN (Policies)",
 "isDefault": "false",
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 "subGroupType": "policies",
 "menuCat": "Policies",
 "order": "17",
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  "decimals": null,
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   "html"
  ],
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  "unique": true
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 "uniqueAnchor": {
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  "name": "us-gaap:SubstantialDoubtAboutGoingConcernTextBlock",
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  "xsiNil": "false",
  "lang": "en-US",
  "decimals": null,
  "ancestors": [
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   "body",
   "html"
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  "unique": true
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"R18": {
 "role": "http://alterolabiotech.com/role/Note2SummaryOfSignificantAccountingPoliciesPolicies",
 "longName": "00000018 - Disclosure - NOTE 2 \u2013 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Policies)",
 "shortName": "NOTE 2 \u2013 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Policies)",
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 "groupType": "disclosure",
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 "menuCat": "Policies",
 "order": "18",
 "firstAnchor": {
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  "xsiNil": "false",
  "lang": "en-US",
  "decimals": null,
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   "body",
   "html"
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  "unique": true
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  "unitRef": null,
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  "lang": "en-US",
  "decimals": null,
  "ancestors": [
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   "body",
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  "first": true,
  "unique": true
 }
},
"R19": {
 "role": "http://alterolabiotech.com/role/Note5AccountsPayableTables",
 "longName": "00000019 - Disclosure - NOTE 5 \u2013 ACCOUNTS PAYABLE (Tables)",
 "shortName": "NOTE 5 \u2013 ACCOUNTS PAYABLE (Tables)",
 "isDefault": "false",
 "groupType": "disclosure",
 "subGroupType": "tables",
 "menuCat": "Tables",
 "order": "19",
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  "xsiNil": "false",
  "lang": "en-US",
  "decimals": null,
  "ancestors": [
   "us-gaap:AccountsPayableAndAccruedLiabilitiesDisclosureTextBlock",
   "body",
   "html"
  ],
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  "first": true,
  "unique": true
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 "uniqueAnchor": {
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  "name": "us-gaap:ScheduleOfAccountsPayableAndAccruedLiabilitiesTableTextBlock",
  "unitRef": null,
  "xsiNil": "false",
  "lang": "en-US",
  "decimals": null,
  "ancestors": [
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   "body",
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  "unique": true
 }
},
"R20": {
 "role": "http://alterolabiotech.com/role/Note6AccruedExpensesTables",
 "longName": "00000020 - Disclosure - NOTE 6 \u2013 ACCRUED EXPENSES (Tables)",
 "shortName": "NOTE 6 \u2013 ACCRUED EXPENSES (Tables)",
 "isDefault": "false",
 "groupType": "disclosure",
 "subGroupType": "tables",
 "menuCat": "Tables",
 "order": "20",
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  "xsiNil": "false",
  "lang": "en-US",
  "decimals": null,
  "ancestors": [
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   "body",
   "html"
  ],
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  "first": true,
  "unique": true
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 "uniqueAnchor": {
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  "decimals": null,
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     "html"
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    "unique": true
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  },
  "R21": {
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   "longName": "00000021 - Disclosure - NOTE 1 \u2013 NATURE OF BUSINESS, LIQUIDITY & GOING CONCERN (Details Narrative)",
   "shortName": "NOTE 1 \u2013 NATURE OF BUSINESS, LIQUIDITY & GOING CONCERN (Details Narrative)",
   "isDefault": "false",
   "groupType": "disclosure",
   "subGroupType": "details",
   "menuCat": "Details",
   "order": "21",
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    "lang": null,
    "decimals": "0",
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     "body",
     "html"
    ],
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    "name": "us-gaap:Liabilities",
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    "lang": null,
    "decimals": "0",
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     "us-gaap:NatureOfOperations",
     "body",
     "html"
    ],
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    "unique": true
   }
  },
  "R22": {
   "role": "http://alterolabiotech.com/role/Note2SummaryOfSignificantAccountingPoliciesDetailsNarrative",
   "longName": "00000022 - Disclosure - NOTE 2 \u2013 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Details Narrative)",
   "shortName": "NOTE 2 \u2013 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Details Narrative)",
   "isDefault": "false",
   "groupType": "disclosure",
   "subGroupType": "details",
   "menuCat": "Details",
   "order": "22",
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    "unitRef": "USD",
    "xsiNil": "false",
    "lang": null,
    "decimals": "0",
    "ancestors": [
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     "p",
     "us-gaap:GoodwillAndIntangibleAssetsPolicyTextBlock",
     "us-gaap:SignificantAccountingPoliciesTextBlock",
     "body",
     "html"
    ],
    "reportCount": 1,
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    "first": true,
    "unique": true
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   "uniqueAnchor": {
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    "name": "us-gaap:ImpairmentOfIntangibleAssetsFinitelived",
    "unitRef": "USD",
    "xsiNil": "false",
    "lang": null,
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    "ancestors": [
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     "p",
     "us-gaap:GoodwillAndIntangibleAssetsPolicyTextBlock",
     "us-gaap:SignificantAccountingPoliciesTextBlock",
     "body",
     "html"
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    "reportCount": 1,
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    "first": true,
    "unique": true
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  },
  "R23": {
   "role": "http://alterolabiotech.com/role/Note3IntangibleAssetsDetailsNarrative",
   "longName": "00000023 - Disclosure - NOTE 3 \u2013 INTANGIBLE ASSETS (Details Narrative)",
   "shortName": "NOTE 3 \u2013 INTANGIBLE ASSETS (Details Narrative)",
   "isDefault": "false",
   "groupType": "disclosure",
   "subGroupType": "details",
   "menuCat": "Details",
   "order": "23",
   "firstAnchor": {
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    "name": "us-gaap:IntangibleAssetsCurrent",
    "unitRef": "USD",
    "xsiNil": "false",
    "lang": null,
    "decimals": "0",
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     "p",
     "us-gaap:IntangibleAssetsDisclosureTextBlock",
     "body",
     "html"
    ],
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    "first": true
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   "uniqueAnchor": {
    "contextRef": "AsOf2024-03-31",
    "name": "ABTI:IntangibleAssetsCurrentAdjusted",
    "unitRef": "USD",
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    "lang": null,
    "decimals": "0",
    "ancestors": [
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     "us-gaap:IntangibleAssetsDisclosureTextBlock",
     "body",
     "html"
    ],
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    "unique": true
   }
  },
  "R24": {
   "role": "http://alterolabiotech.com/role/Note4DeferredTaxAssetDetailsNarrative",
   "longName": "00000024 - Disclosure - NOTE 4 \u2013 DEFERRED TAX ASSET (Details Narrative)",
   "shortName": "NOTE 4 \u2013 DEFERRED TAX ASSET (Details Narrative)",
   "isDefault": "false",
   "groupType": "disclosure",
   "subGroupType": "details",
   "menuCat": "Details",
   "order": "24",
   "firstAnchor": {
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    "lang": null,
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     "us-gaap:ScheduleOfDeferredTaxAssetsAndLiabilitiesTableTextBlock",
     "body",
     "html"
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    "first": true,
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    "name": "us-gaap:DeferredTaxAssetsNet",
    "unitRef": "USD",
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    "lang": null,
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    "ancestors": [
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     "p",
     "us-gaap:ScheduleOfDeferredTaxAssetsAndLiabilitiesTableTextBlock",
     "body",
     "html"
    ],
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    "first": true,
    "unique": true
   }
  },
  "R25": {
   "role": "http://alterolabiotech.com/role/Note5-AccountsPayable-SummaryOfAccountsPayableDetails",
   "longName": "00000025 - Disclosure - NOTE 5 - ACCOUNTS PAYABLE - Summary of Accounts Payable (Details)",
   "shortName": "NOTE 5 - ACCOUNTS PAYABLE - Summary of Accounts Payable (Details)",
   "isDefault": "false",
   "groupType": "disclosure",
   "subGroupType": "details",
   "menuCat": "Details",
   "order": "25",
   "firstAnchor": {
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    "unitRef": "USD",
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    "lang": null,
    "decimals": "0",
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     "body",
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    "name": "us-gaap:AccountsPayableCurrent",
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    "xsiNil": "false",
    "lang": null,
    "decimals": "0",
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     "table",
     "us-gaap:ScheduleOfAccountsPayableAndAccruedLiabilitiesTableTextBlock",
     "us-gaap:AccountsPayableAndAccruedLiabilitiesDisclosureTextBlock",
     "body",
     "html"
    ],
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    "unique": true
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  },
  "R26": {
   "role": "http://alterolabiotech.com/role/Note6-AccruedExpenses-ScheduleOfAccruedExpensesDetails",
   "longName": "00000026 - Disclosure - NOTE 6 - ACCRUED EXPENSES - Schedule of Accrued Expenses (Details)",
   "shortName": "NOTE 6 - ACCRUED EXPENSES - Schedule of Accrued Expenses (Details)",
   "isDefault": "false",
   "groupType": "disclosure",
   "subGroupType": "details",
   "menuCat": "Details",
   "order": "26",
   "firstAnchor": {
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   "http://alterolabiotech.com/role/Note6-AccruedExpenses-ScheduleOfAccruedExpensesDetails"
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    "role": {
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    }
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    }
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    }
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    }
   }
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     "documentation": "Amount of capitalized acquisition cost incurred during period and excluded from amortization for oil- and gas-producing activities accounted for under full cost method. Excludes exploration and development costs and capitalized interest."
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     "documentation": "Boolean flag that is true when the XBRL content amends previously-filed or accepted submission."
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     "documentation": "Boolean flag with value true on a form if it is an annual report containing an annual information form."
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     "documentation": "Information by asset acquisition."
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     "label": "Assets",
     "documentation": "Amount of asset recognized for present right to economic benefit."
    }
   }
  },
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  ]
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 "us-gaap_AssetsAbstract": {
  "xbrltype": "stringItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "AssetsAbstract",
  "presentation": [
   "http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheets"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "ASSETS"
    }
   }
  },
  "auth_ref": []
 },
 "us-gaap_AssetsCurrent": {
  "xbrltype": "monetaryItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "AssetsCurrent",
  "crdr": "debit",
  "calculation": {
   "http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheets": {
    "parentTag": "us-gaap_Assets",
    "weight": 1.0,
    "order": 1.0
   }
  },
  "presentation": [
   "http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheets"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Total Current Assets",
     "documentation": "Amount of asset recognized for present right to economic benefit, classified as current."
    }
   }
  },
  "auth_ref": [
   "r78",
   "r83",
   "r103",
   "r132",
   "r153",
   "r154",
   "r155",
   "r156",
   "r157",
   "r158",
   "r159",
   "r160",
   "r161",
   "r217",
   "r221",
   "r233",
   "r359",
   "r415",
   "r416",
   "r427"
  ]
 },
 "us-gaap_AssetsCurrentAbstract": {
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  "localname": "AssetsCurrentAbstract",
  "presentation": [
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  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Current Assets"
    }
   }
  },
  "auth_ref": []
 },
 "dei_AuditedAnnualFinancialStatements": {
  "xbrltype": "booleanItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "AuditedAnnualFinancialStatements",
  "presentation": [
   "http://alterolabiotech.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Audited Annual Financial Statements",
     "documentation": "Boolean flag with value true on a form if it is an annual report containing audited financial statements."
    }
   }
  },
  "auth_ref": [
   "r385"
  ]
 },
 "us-gaap_BasisOfAccountingPolicyPolicyTextBlock": {
  "xbrltype": "textBlockItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "BasisOfAccountingPolicyPolicyTextBlock",
  "presentation": [
   "http://alterolabiotech.com/role/Note2SummaryOfSignificantAccountingPoliciesPolicies"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Basis of Presentation",
     "documentation": "Disclosure of accounting policy for basis of accounting, or basis of presentation, used to prepare the financial statements (for example, US Generally Accepted Accounting Principles, Other Comprehensive Basis of Accounting, IFRS)."
    }
   }
  },
  "auth_ref": []
 },
 "ABTI_C2WellnessAgreementReturnAssetsAdditionallyIssuedMember": {
  "xbrltype": "domainItemType",
  "nsuri": "http://alterolabiotech.com/20240630",
  "localname": "C2WellnessAgreementReturnAssetsAdditionallyIssuedMember",
  "presentation": [
   "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "C 2 Wellness Agreement Return Assets Additionally Issued [Member]"
    }
   }
  },
  "auth_ref": []
 },
 "ABTI_C2WellnessAgreementReturnAssetsInitiallyIssuedMember": {
  "xbrltype": "domainItemType",
  "nsuri": "http://alterolabiotech.com/20240630",
  "localname": "C2WellnessAgreementReturnAssetsInitiallyIssuedMember",
  "presentation": [
   "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "C 2 Wellness Agreement Return Assets Initially Issued [Member]"
    }
   }
  },
  "auth_ref": []
 },
 "ABTI_C2WellnessAgreementReturnAssetsMember": {
  "xbrltype": "domainItemType",
  "nsuri": "http://alterolabiotech.com/20240630",
  "localname": "C2WellnessAgreementReturnAssetsMember",
  "presentation": [
   "http://alterolabiotech.com/role/Note1NatureOfBusinessLiquidityGoingConcernDetailsNarrative",
   "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "C 2 Wellness Agreement Return Assets [Member]"
    }
   }
  },
  "auth_ref": []
 },
 "us-gaap_Capital": {
  "xbrltype": "monetaryItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "Capital",
  "crdr": "credit",
  "presentation": [
   "http://alterolabiotech.com/role/Note1NatureOfBusinessLiquidityGoingConcernDetailsNarrative"
  ],
  "lang": {
   "en-us": {
    "role": {
     "negatedLabel": "Banking Regulation, Total Capital, Actual",
     "label": "Banking Regulation, Total Capital, Actual",
     "documentation": "Amount of total capital as defined by regulatory framework."
    }
   }
  },
  "auth_ref": [
   "r256"
  ]
 },
 "us-gaap_Cash": {
  "xbrltype": "monetaryItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "Cash",
  "crdr": "debit",
  "calculation": {
   "http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheets": {
    "parentTag": "us-gaap_AssetsCurrent",
    "weight": 1.0,
    "order": 1.0
   }
  },
  "presentation": [
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  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Bank",
     "documentation": "Amount of currency on hand as well as demand deposits with banks or financial institutions. Includes other kinds of accounts that have the general characteristics of demand deposits. Excludes cash and cash equivalents within disposal group and discontinued operation."
    }
   }
  },
  "auth_ref": [
   "r68",
   "r258",
   "r282",
   "r299",
   "r359",
   "r370",
   "r392"
  ]
 },
 "us-gaap_CashAndCashEquivalentsPolicyTextBlock": {
  "xbrltype": "textBlockItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "CashAndCashEquivalentsPolicyTextBlock",
  "presentation": [
   "http://alterolabiotech.com/role/Note2SummaryOfSignificantAccountingPoliciesPolicies"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Cash and Equivalents",
     "documentation": "Disclosure of accounting policy for cash and cash equivalents, including the policy for determining which items are treated as cash equivalents. Other information that may be disclosed includes (1) the nature of any restrictions on the entity's use of its cash and cash equivalents, (2) whether the entity's cash and cash equivalents are insured or expose the entity to credit risk, (3) the classification of any negative balance accounts (overdrafts), and (4) the carrying basis of cash equivalents (for example, at cost) and whether the carrying amount of cash equivalents approximates fair value."
    }
   }
  },
  "auth_ref": [
   "r12"
  ]
 },
 "us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalents": {
  "xbrltype": "monetaryItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalents",
  "crdr": "debit",
  "presentation": [
   "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfCashFlows"
  ],
  "lang": {
   "en-us": {
    "role": {
     "periodStartLabel": "Cash and cash equivalents, beginning of period",
     "periodEndLabel": "Cash and cash equivalents, end of period",
     "label": "Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents",
     "documentation": "Amount of cash and cash equivalents, and cash and cash equivalents restricted to withdrawal or usage. Excludes amount for disposal group and discontinued operations. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates."
    }
   }
  },
  "auth_ref": [
   "r11",
   "r47",
   "r99"
  ]
 },
 "us-gaap_CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsPeriodIncreaseDecreaseIncludingExchangeRateEffect": {
  "xbrltype": "monetaryItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "CashCashEquivalentsRestrictedCashAndRestrictedCashEquivalentsPeriodIncreaseDecreaseIncludingExchangeRateEffect",
  "crdr": "debit",
  "calculation": {
   "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfCashFlows": {
    "parentTag": null,
    "weight": null,
    "order": null,
    "root": true
   }
  },
  "presentation": [
   "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfCashFlows"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Net change in cash",
     "documentation": "Amount of increase (decrease) in cash, cash equivalents, and cash and cash equivalents restricted to withdrawal or usage; including effect from exchange rate change. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates."
    }
   }
  },
  "auth_ref": [
   "r0",
   "r47"
  ]
 },
 "dei_CityAreaCode": {
  "xbrltype": "normalizedStringItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "CityAreaCode",
  "presentation": [
   "http://alterolabiotech.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "City Area Code",
     "documentation": "Area code of city"
    }
   }
  },
  "auth_ref": []
 },
 "us-gaap_ClassOfWarrantOrRightExercisePriceOfWarrantsOrRights1": {
  "xbrltype": "perShareItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "ClassOfWarrantOrRightExercisePriceOfWarrantsOrRights1",
  "presentation": [
   "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Class of Warrant or Right, Exercise Price of Warrants or Rights",
     "documentation": "Exercise price per share or per unit of warrants or rights outstanding."
    }
   }
  },
  "auth_ref": [
   "r201"
  ]
 },
 "us-gaap_ClassOfWarrantOrRightExpenseOrRevenueRecognized": {
  "xbrltype": "stringItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "ClassOfWarrantOrRightExpenseOrRevenueRecognized",
  "presentation": [
   "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Class of Warrant or Right, Expense or Revenue Recognized",
     "documentation": "Description of expense or revenue offset related to the warrants or rights."
    }
   }
  },
  "auth_ref": []
 },
 "us-gaap_CommonStockMember": {
  "xbrltype": "domainItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "CommonStockMember",
  "presentation": [
   "http://alterolabiotech.com/role/ConsolidatedStatementOfStockholdersDeficit"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Common Stock [Member]",
     "documentation": "Stock that is subordinate to all other stock of the issuer."
    }
   }
  },
  "auth_ref": [
   "r360",
   "r361",
   "r362",
   "r364",
   "r365",
   "r366",
   "r367",
   "r399",
   "r400",
   "r402",
   "r420",
   "r435",
   "r440"
  ]
 },
 "us-gaap_CommonStockParOrStatedValuePerShare": {
  "xbrltype": "perShareItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "CommonStockParOrStatedValuePerShare",
  "presentation": [
   "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative",
   "http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheetsParenthetical"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Common Stock, Par or Stated Value Per Share",
     "documentation": "Face amount or stated value per share of common stock."
    }
   }
  },
  "auth_ref": [
   "r38"
  ]
 },
 "us-gaap_CommonStockSharesAuthorized": {
  "xbrltype": "sharesItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "CommonStockSharesAuthorized",
  "presentation": [
   "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative",
   "http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheetsParenthetical"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Common Stock, Shares Authorized",
     "documentation": "The maximum number of common shares permitted to be issued by an entity's charter and bylaws."
    }
   }

},
"auth_ref": [
"r38",
"r291"
]
},
"us-gaap_CommonStockSharesIssued": {
"xbrltype": "sharesItemType",
"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "CommonStockSharesIssued",
"presentation": [
"http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative",
"http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheetsParenthetical"
],
"lang": {
"en-us": {
"role": {
"label": "Common Stock, Shares, Issued",
"documentation": "Total number of common shares of an entity that have been sold or granted to shareholders (includes common shares that were issued, repurchased and remain in the treasury). These shares represent capital invested by the firm's shareholders and owners, and may be all or only a portion of the number of shares authorized. Shares issued include shares outstanding and shares held in the treasury."
}
}
},
"auth_ref": [
"r38"
]
},
"us-gaap_CommonStockSharesOutstanding": {
"xbrltype": "sharesItemType",
"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "CommonStockSharesOutstanding",
"presentation": [
"http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative",
"http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheetsParenthetical"
],
"lang": {
"en-us": {
"role": {
"label": "Common Stock, Shares, Outstanding",
"documentation": "Number of shares of common stock outstanding. Common stock represent the ownership interest in a corporation."
}
}
},
"auth_ref": [
"r7",
"r38",
"r291",
"r310",
"r440",
"r441"
]
},
"us-gaap_CommonStockSharesSubscribedButUnissued": {
"xbrltype": "sharesItemType",
"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "CommonStockSharesSubscribedButUnissued",
"presentation": [
"http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative",
"http://alterolabiotech.com/role/Note8NotesPayableDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"label": "Common Stock, Shares Subscribed but Unissued",
"documentation": "Amount of common stock allocated to investors to buy shares of a new issue of common stock before they are offered to the public. When stock is sold on a subscription basis, the issuer does not initially receive the total proceeds. In general, the issuer does not issue the shares to the investor until it receives the entire proceeds."
}
}
},
"auth_ref": [
"r38"
]
},
"us-gaap_CommonStockValue": {
"xbrltype": "monetaryItemType",
"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "CommonStockValue",
"crdr": "credit",
"calculation": {
"http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheets": {
"parentTag": "us-gaap_StockholdersEquity",
"weight": 1.0,
"order": 2.0
}
},
"presentation": [
"http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheets"
],
"lang": {
"en-us": {
"role": {
"label": "Common Stock,\u00a0$0.001\u00a0par value,\u00a02,000,000,000\u00a0shares authorized,\u00a01,467,475,449 and 1,382,662,952 shares issued and outstanding, respectively",
"documentation": "Aggregate par or stated value of issued nonredeemable common stock (or common stock redeemable solely at the option of the issuer). This item includes treasury stock repurchased by the entity. Note: elements for number of nonredeemable common shares, par value and other disclosure concepts are in another section within stockholders' equity."
}
}
},
"auth_ref": [
"r38",
"r260",
"r359"
]
},
"us-gaap_ComprehensiveIncomeMember": {
"xbrltype": "domainItemType",
"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "ComprehensiveIncomeMember",
"presentation": [
"http://alterolabiotech.com/role/ConsolidatedStatementOfStockholdersDeficit"
],
"lang": {
"en-us": {
"role": {
"label": "Comprehensive Income [Member]",
"documentation": "The change in equity (net assets) of a business enterprise during a period from transactions and other events and circumstances from non-owner sources. It includes all changes in equity during a period except those resulting from investments by owners and distributions to owners."
}
}
},
"auth_ref": []
},
"us-gaap_ComprehensiveIncomeNetOfTax": {
"xbrltype": "monetaryItemType",
"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "ComprehensiveIncomeNetOfTax",
"crdr": "credit",
"presentation": [
"http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfOperations"
],
"lang": {
"en-us": {
"role": {
"label": "COMPREHENSIVE LOSS",
"documentation": "Amount after tax of increase (decrease) in equity from transactions and other events and circumstances from net income and other comprehensive income, attributable to parent entity. Excludes changes in equity resulting from investments by owners and distributions to owners."
}
}
},
"auth_ref": [
"r9",
"r89",
"r91",
"r96",
"r254",
"r266",
"r267"
]
},
"us-gaap_ConcentrationRiskCreditRisk": {
"xbrltype": "textBlockItemType",
"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "ConcentrationRiskCreditRisk",
"presentation": [
"http://alterolabiotech.com/role/Note2SummaryOfSignificantAccountingPoliciesPolicies"
],
"lang": {
"en-us": {
"role": {
"label": "Risks and Uncertainties",
"documentation": "Disclosure of accounting policy for credit risk."
}
}
},
"auth_ref": [
"r25",
"r72"
]
},
"ABTI_ConsultancyAgreementMember": {
"xbrltype": "domainItemType",
"nsuri": "http://alterolabiotech.com/20240630",
"localname": "ConsultancyAgreementMember",
"presentation": [
"http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"label": "Consultancy Agreement [Member]"
}
}
},
"auth_ref": []
},
"ABTI_ConsultingAgreementMember": {
"xbrltype": "domainItemType",
"nsuri": "http://alterolabiotech.com/20240630",
"localname": "ConsultingAgreementMember",
"presentation": [
"http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"label": "Consulting Agreement [Member]"
}
}
},
"auth_ref": []
},
"ABTI_ConsultingFees": {
"xbrltype": "monetaryItemType",
"nsuri": "http://alterolabiotech.com/20240630",
"localname": "ConsultingFees",
"crdr": "debit",
"calculation": {
"http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfOperations": {
"parentTag": "us-gaap_OperatingExpenses",
"weight": 1.0,
"order": 6.0
}
},
"presentation": [
"http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfOperations"
],
"lang": {
"en-us": {
"role": {
"label": "Consulting fees"
}
}
},
"auth_ref": []
},
"us-gaap_ContractWithCustomerAssetAllowanceForCreditLossWriteoff": {
"xbrltype": "monetaryItemType",
"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "ContractWithCustomerAssetAllowanceForCreditLossWriteoff",
"crdr": "debit",
"presentation": [
"http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"label": "Contract with Customer, Asset, Allowance for Credit Loss, Writeoff",
"documentation": "Amount of writeoff of right to consideration in exchange for good or service transferred to customer when right is conditioned on something other than passage of time, charged against allowance for credit loss."
}
}
},
"auth_ref": [
"r135"
]
},
"us-gaap_ConvertibleNotesPayableCurrent": {
"xbrltype": "monetaryItemType",
"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "ConvertibleNotesPayableCurrent",
"crdr": "credit",
"calculation": {
"http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheets": {
"parentTag": "us-gaap_Liabilities",
"weight": 1.0,
"order": 2.0
}
},
"presentation": [
"http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheets"
],
"lang": {
"en-us": {
"role": {
"label": "Convertible Note\u00a0\u00a0Payable",
"documentation": "Carrying value as of the balance sheet date of the portion of long-term debt due within one year or the operating cycle if longer identified as Convertible Notes Payable. Convertible Notes Payable is a written promise to pay a note which can be exchanged for a specified amount of another, related security, at the option of the issuer and the holder."
}
}
},
"auth_ref": [
"r29"
]
},
"dei_CountryRegion": {
"xbrltype": "normalizedStringItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "CountryRegion",
"presentation": [
"http://alterolabiotech.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Country Region",
"documentation": "Region code of country"
}
}
},
"auth_ref": []
},
"dei_CoverAbstract": {
"xbrltype": "stringItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "CoverAbstract",
"lang": {
"en-us": {
"role": {
"label": "Cover [Abstract]",
"documentation": "Cover page."
}
}
},
"auth_ref": []
},
"dei_CurrentFiscalYearEndDate": {
"xbrltype": "gMonthDayItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "CurrentFiscalYearEndDate",
"presentation": [
"http://alterolabiotech.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Current Fiscal Year End Date",
"documentation": "End date of current fiscal year in the format --MM-DD."
}
}
},
"auth_ref": []
},
"us-gaap_CurrentIncomeTaxExpenseBenefit": {
"xbrltype": "monetaryItemType",
"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "CurrentIncomeTaxExpenseBenefit",
"crdr": "debit",
"calculation": {
"http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfOperations": {
"parentTag": "us-gaap_NetIncomeLoss",
"weight": -1.0,
"order": 3.0
}
},
"presentation": [
"http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfOperations"
],
"lang": {
"en-us": {
"role": {
"label": "PROVISION FOR INCOME TAXES",
"documentation": "Amount of current income tax expense (benefit) pertaining to taxable income (loss) from continuing operations."
}
}
},
"auth_ref": [
"r206",
"r398"
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},
"ABTI_DanielRashefDirectorIssuanceMember": {
"xbrltype": "domainItemType",
"nsuri": "http://alterolabiotech.com/20240630",
"localname": "DanielRashefDirectorIssuanceMember",
"presentation": [
"http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"label": "Daniel Rashef Director Issuance [Member]"
}
}
},
"auth_ref": []
},
"us-gaap_DebtConversionConvertedInstrumentRate": {
"xbrltype": "percentItemType",
"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "DebtConversionConvertedInstrumentRate",
"presentation": [
"http://alterolabiotech.com/role/Note8NotesPayableDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"label": "Debt Conversion, Converted Instrument, Rate",
"documentation": "Dividend or interest rate associated with the financial instrument issued in exchange for the original debt being converted in a noncash or part noncash transaction. Noncash are transactions that affect recognized assets or liabilities but that do not result in cash receipts or cash payments. Part noncash refers to that portion of the transaction not resulting in cash receipts or cash payments."
}
}
},
"auth_ref": [
"r13",
"r14"
]
},
"us-gaap_DebtConversionConvertedInstrumentSharesIssued1": {
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"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "DebtConversionConvertedInstrumentSharesIssued1",
"presentation": [
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],
"lang": {
"en-us": {
"role": {
"label": "Debt Conversion, Converted Instrument, Shares Issued",
"documentation": "The number of shares issued in exchange for the original debt being converted in a noncash (or part noncash) transaction. \"Part noncash\" refers to that portion of the transaction not resulting in cash receipts or payments in the period."
}
}
},
"auth_ref": [
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"r14"
]
},
"us-gaap_DebtDisclosureAbstract": {
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"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "DebtDisclosureAbstract",
"lang": {
"en-us": {
"role": {
"label": "Debt Disclosure [Abstract]"
}
}
},
"auth_ref": []
},
"us-gaap_DebtDisclosureTextBlock": {
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"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "DebtDisclosureTextBlock",
"presentation": [
"http://alterolabiotech.com/role/Note8NotesPayable"
],
"lang": {
"en-us": {
"role": {
"label": "NOTE 8 \u2013 NOTES PAYABLE",
"documentation": "The entire disclosure for information about short-term and long-term debt arrangements, which includes amounts of borrowings under each line of credit, note payable, commercial paper issue, bonds indenture, debenture issue, own-share lending arrangements and any other contractual agreement to repay funds, and about the underlying arrangements, rationale for a classification as long-term, including repayment terms, interest rates, collateral provided, restrictions on use of assets and activities, whether or not in compliance with debt covenants, and other matters important to users of the financial statements, such as the effects of refinancing and noncompliance with debt covenants."
}
}
},
"auth_ref": [
"r53",
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"r151",
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"r171",
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"r186",
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"us-gaap_DebtInstrumentAxis": {
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"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "DebtInstrumentAxis",
"presentation": [
"http://alterolabiotech.com/role/Note8NotesPayableDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"label": "Debt Instrument [Axis]",
"documentation": "Information by type of debt instrument, including, but not limited to, draws against credit facilities."
}
}
},
"auth_ref": [
"r8",
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"r59",
"r60",
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"r163",

"r164",
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"r354",
"r355",
"r358",
"r396",
"r412",
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"r414",
"r425",
"r426"
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},
"us-gaap_DebtInstrumentConvertibleStockPriceTrigger": {
"xbrltype": "perShareItemType",
"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "DebtInstrumentConvertibleStockPriceTrigger",
"presentation": [
"http://alterolabiotech.com/role/Note8NotesPayableDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"label": "Debt Instrument, Convertible, Stock Price Trigger",
"documentation": "Price of the entity's common stock which would be required to be attained for the conversion feature embedded in the debt instrument to become effective."
}
}
},
"auth_ref": []
},
"us-gaap_DebtInstrumentConvertibleTermsOfConversionFeature": {
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"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "DebtInstrumentConvertibleTermsOfConversionFeature",
"presentation": [
"http://alterolabiotech.com/role/Note8NotesPayableDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"label": "Debt Instrument, Convertible, Terms of Conversion Feature",
"documentation": "Description of conversion terms for debt instrument."
}
}
},
"auth_ref": [
"r22",
"r32",
"r55",
"r56"
]
},
"us-gaap_DebtInstrumentInterestRateTerms": {
"xbrltype": "stringItemType",
"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "DebtInstrumentInterestRateTerms",
"presentation": [
"http://alterolabiotech.com/role/Note8NotesPayableDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"label": "Debt Instrument, Interest Rate Terms",
"documentation": "Description of the interest rate as being fixed or variable, and, if variable, identification of the index or rate on which the interest rate is based and the number of points or percentage added to that index or rate to set the rate, and other pertinent information, such as frequency of rate resets."
}
}
},
"auth_ref": [
"r31"
]
},
"us-gaap_DebtInstrumentMaturityDate": {
"xbrltype": "dateItemType",
"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "DebtInstrumentMaturityDate",
"presentation": [
"http://alterolabiotech.com/role/Note8NotesPayableDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"label": "Debt Instrument, Maturity Date",
"documentation": "Date when the debt instrument is scheduled to be fully repaid, in YYYY-MM-DD format."
}
}
},
"auth_ref": [
"r81",
"r351",
"r422",
"r423"
]
},
"us-gaap_DebtInstrumentNameDomain": {
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"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "DebtInstrumentNameDomain",
"presentation": [
"http://alterolabiotech.com/role/Note8NotesPayableDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"documentation": "The name for the particular debt instrument or borrowing that distinguishes it from other debt instruments or borrowings, including draws against credit facilities."
}
}
},
"auth_ref": [
"r8",
"r104",
"r163",
"r164",
"r165",
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"r355",
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"r414",
"r425",
"r426"
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"us-gaap_DebtInstrumentTerm": {
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"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "DebtInstrumentTerm",
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"http://alterolabiotech.com/role/Note8NotesPayableDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"label": "Debt Instrument, Term",
"documentation": "Period of time between issuance and maturity of debt instrument, in PnYnMnDTnHnMnS' format, for example, 'P1Y5M13D' represents the reported fact of one year, five months, and thirteen days."
}
}
},
"auth_ref": []
},
"ABTI_Dec2023ServicesMember": {
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"nsuri": "http://alterolabiotech.com/20240630",
"localname": "Dec2023ServicesMember",
"presentation": [
"http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"label": "Dec 2023 Services [Member]"
}
}
},
"auth_ref": []
},
"us-gaap_DeferredTaxAssetsNet": {
"xbrltype": "monetaryItemType",
"nsuri": "http://fasb.org/us-gaap/2024",
"localname": "DeferredTaxAssetsNet",
"crdr": "debit",
"presentation": [
"http://alterolabiotech.com/role/Note4DeferredTaxAssetDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"label": "Deferred Tax Assets, Net of Valuation Allowance",
"documentation": "Amount after allocation of valuation allowances of deferred tax asset attributable to deductible temporary differences and carryforwards."
}
}
},
"auth_ref": [
"r418"
]
},
"ABTI_DirectorsMember": {
"xbrltype": "domainItemType",
"nsuri": "http://alterolabiotech.com/20240630",
"localname": "DirectorsMember",
"presentation": [
"http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
],
"lang": {
"en-us": {
"role": {
"label": "Directors [Member]"
}
}
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"auth_ref": []
},
"dei_DocumentAccountingStandard": {
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"localname": "DocumentAccountingStandard",
"presentation": [
"http://alterolabiotech.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Accounting Standard",
"documentation": "The basis of accounting the registrant has used to prepare the financial statements included in this filing This can either be 'U.S. GAAP', 'International Financial Reporting Standards', or 'Other'."
}
}
},
"auth_ref": [
"r384"
]
},
"dei_DocumentAnnualReport": {
"xbrltype": "booleanItemType",
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"localname": "DocumentAnnualReport",
"presentation": [
"http://alterolabiotech.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Annual Report",
"documentation": "Boolean flag that is true only for a form used as an annual report."
}
}
},
"auth_ref": [
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"r384",
"r385"
]
},
"dei_DocumentFiscalPeriodFocus": {
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"localname": "DocumentFiscalPeriodFocus",
"presentation": [
"http://alterolabiotech.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Fiscal Period Focus",
"documentation": "Fiscal period values are FY, Q1, Q2, and Q3. 1st, 2nd and 3rd quarter 10-Q or 10-QT statements have value Q1, Q2, and Q3 respectively, with 10-K, 10-KT or other fiscal year statements having FY."
}
}
},
"auth_ref": []
},
"dei_DocumentFiscalYearFocus": {
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"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "DocumentFiscalYearFocus",
"presentation": [
"http://alterolabiotech.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Fiscal Year Focus",
"documentation": "This is focus fiscal year of the document report in YYYY format. For a 2006 annual report, which may also provide financial information from prior periods, fiscal 2006 should be given as the fiscal year focus. Example: 2006."
}
}
},
"auth_ref": []
},
"dei_DocumentPeriodEndDate": {
"xbrltype": "dateItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "DocumentPeriodEndDate",
"presentation": [
"http://alterolabiotech.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Period End Date",
"documentation": "For the EDGAR submission types of Form 8-K: the date of the report, the date of the earliest event reported; for the EDGAR submission types of Form N-1A: the filing date; for all other submission types: the end of the reporting or transition period. The format of the date is YYYY-MM-DD."
}
}
},
"auth_ref": []
},
"dei_DocumentPeriodStartDate": {
"xbrltype": "dateItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "DocumentPeriodStartDate",
"presentation": [
"http://alterolabiotech.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Period Start Date",
"documentation": "The start date of the period covered in the document, in YYYY-MM-DD format."
}
}
},
"auth_ref": []
},
"dei_DocumentQuarterlyReport": {
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"nsuri": "http://xbrl.sec.gov/dei/2024",
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"presentation": [
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],
"lang": {
"en-us": {
"role": {
"label": "Document Quarterly Report",
"documentation": "Boolean flag that is true only for a form used as an quarterly report."
}
}
},
"auth_ref": [
"r383"
]
},
"dei_DocumentRegistrationStatement": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "DocumentRegistrationStatement",
"presentation": [
"http://alterolabiotech.com/role/Cover"
],
"lang": {
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"documentation": "Boolean flag that is true only for a form used as a registration statement."
}
}
},
"auth_ref": [
"r371"
]
},
"dei_DocumentShellCompanyEventDate": {
"xbrltype": "dateItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "DocumentShellCompanyEventDate",
"presentation": [
"http://alterolabiotech.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Shell Company Event Date",
"documentation": "Date of event requiring a shell company report."
}
}
},
"auth_ref": [
"r384"
]
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"dei_DocumentShellCompanyReport": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "DocumentShellCompanyReport",
"presentation": [
"http://alterolabiotech.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Shell Company Report",
"documentation": "Boolean flag that is true for a Shell Company Report pursuant to section 13 or 15(d) of the Exchange Act."
}
}
},
"auth_ref": [
"r384"
]
},
"dei_DocumentTransitionReport": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
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"presentation": [
"http://alterolabiotech.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Transition Report",
"documentation": "Boolean flag that is true only for a form used as a transition report."
}
}
},
"auth_ref": [
"r386"
]
},
"dei_DocumentType": {
"xbrltype": "submissionTypeItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "DocumentType",
"presentation": [
"http://alterolabiotech.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Type",
"documentation": "The type of document being provided (such as 10-K, 10-Q, 485BPOS, etc). The document type is limited to the same value as the supporting SEC submission type, or the word 'Other'."
}
}
},
"auth_ref": []
},
"dei_DocumentsIncorporatedByReferenceTextBlock": {
"xbrltype": "textBlockItemType",
"nsuri": "http://xbrl.sec.gov/dei/2024",
"localname": "DocumentsIncorporatedByReferenceTextBlock",
"presentation": [
"http://alterolabiotech.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Documents Incorporated by Reference [Text Block]",
"documentation": "Documents incorporated by reference."
}
}
},
"auth_ref": [
"r374"
]
},
"ABTI_EMC2CapitalLLCMember": {
"xbrltype": "domainItemType",
"nsuri": "http://alterolabiotech.com/20240630",
"localname": "EMC2CapitalLLCMember",
"presentation": [
"http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
],
"lang": {
"en-us": {

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   "role": {
    "label": "E M C 2 Capital L L C [Member]"
   }
  }
 },
 "auth_ref": []
},
"ARTI_EMC2CapitalServicesMember": {
 "xbrltype": "domainItemType",
 "nsuri": "http://alterolabiotech.com/20240630",
 "localname": "EMC2CapitalServicesMember",
 "presentation": [
  "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "E M C 2 Capital Services [Member]"
   }
  }
 },
 "auth_ref": []
},
"us-gaap_EarningsPerSharePolicyTextBlock": {
 "xbrltype": "textBlockItemType",
 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "EarningsPerSharePolicyTextBlock",
 "presentation": [
  "http://alterolabiotech.com/role/Note2SummaryOfSignificantAccountingPoliciesPolicies"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Loss Per Common Share",
    "documentation": "Disclosure of accounting policy for computing basic and diluted earnings or loss per share for each class of common stock and participating security. Addresses all significant policy factors, including any antidilutive items that have been excluded from the computation and takes into account stock dividends, splits and reverse splits that occur after the balance sheet date of the latest reporting period but before the issuance of the financial statements."
   }
  }
 },
 "auth_ref": [
  "r15",
  "r16",
  "r119"
 ]
},
"us-gaap_EffectOfExchangeRateOnCashCashEquivalentsRestrictedCashAndRestrictedCashEquivalents": {
 "xbrltype": "monetaryItemType",
 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "EffectOfExchangeRateOnCashCashEquivalentsRestrictedCashAndRestrictedCashEquivalents",
 "crdr": "debit",
 "presentation": [
  "http://alterolabiotech.com/role/ConsolidatedStatementOfStockholdersDeficit"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Foreign currency translation",
    "documentation": "Amount of increase (decrease) from effect of exchange rate changes on cash and cash equivalents, and cash and cash equivalents restricted to withdrawal or usage; held in foreign currencies. Excludes amounts for disposal group and discontinued operations. Cash includes, but is not limited to, currency on hand, demand deposits with banks or financial institutions, and other accounts with general characteristics of demand deposits. Cash equivalents include, but are not limited to, short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates."
   }
  }
 },
 "auth_ref": [
  "r235"
 ]
},
"dei_EntityAddressAddressLine1": {
 "xbrltype": "normalizedStringItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityAddressAddressLine1",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Address, Address Line One",
    "documentation": "Address Line 1 such as Attn, Building Name, Street Name"
   }
  }
 },
 "auth_ref": []
},
"dei_EntityAddressAddressLine2": {
 "xbrltype": "normalizedStringItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityAddressAddressLine2",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Address, Address Line Two",
    "documentation": "Address Line 2 such as Street or Suite number"
   }
  }
 },
 "auth_ref": []
},
"dei_EntityAddressAddressLine3": {
 "xbrltype": "normalizedStringItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityAddressAddressLine3",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Address, Address Line Three",
    "documentation": "Address Line 3 such as an Office Park"
   }
  }
 },
 "auth_ref": []
},
"dei_EntityAddressCityOrTown": {
 "xbrltype": "normalizedStringItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityAddressCityOrTown",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Address, City or Town",
    "documentation": "Name of the City or Town"
   }
  }
 },
 "auth_ref": []
},
"dei_EntityAddressCountry": {
 "xbrltype": "countryCodeItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityAddressCountry",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Address, Country",
    "documentation": "ISO 3166-1 alpha-2 country code."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityAddressPostalZipCode": {
 "xbrltype": "normalizedStringItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityAddressPostalZipCode",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Address, Postal Zip Code",
    "documentation": "Code for the postal or zip code"
   }
  }
 },
 "auth_ref": []
},
"dei_EntityAddressStateOrProvince": {
 "xbrltype": "stateOrProvinceItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityAddressStateOrProvince",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Address, State or Province",
    "documentation": "Name of the state or province."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityBankruptcyProceedingsReportingCurrent": {
 "xbrltype": "booleanItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityBankruptcyProceedingsReportingCurrent",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Bankruptcy Proceedings, Reporting Current",
    "documentation": "For registrants involved in bankruptcy proceedings during the preceding five years, the value Yes indicates that the registrant has filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court; the value No indicates the registrant has not. Registrants not involved in bankruptcy proceedings during the preceding five years should not report this element."
   }
  }
 },
 "auth_ref": [
  "r377"
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},
"dei_EntityCentralIndexKey": {
 "xbrltype": "centralIndexKeyItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityCentralIndexKey",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
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 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Central Index Key",
    "documentation": "A unique 10-digit SEC-issued value to identify entities that have filed disclosures with the SEC. It is commonly abbreviated as CIK."
   }
  }
 },
 "auth_ref": [
  "r373"
 ]
},
"dei_EntityCommonStockSharesOutstanding": {
 "xbrltype": "sharesItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityCommonStockSharesOutstanding",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Common Stock, Shares Outstanding",
    "documentation": "Indicate number of shares or other units outstanding of each of registrant's classes of capital or common stock or other ownership interests, if and as stated on cover of related periodic report. Where multiple classes or units exist define each class/interest by adding class of stock items such as Common Class A [Member], Common Class B [Member] or Partnership Interest [Member] onto the Instrument [Domain] of the Entity Listings, Instrument."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityCurrentReportingStatus": {
 "xbrltype": "yesNoItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityCurrentReportingStatus",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Current Reporting Status",
    "documentation": "Indicate 'Yes' or 'No' whether registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days. This information should be based on the registrant's current or most recent filing containing the related disclosure."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityEmergingGrowthCompany": {
 "xbrltype": "booleanItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityEmergingGrowthCompany",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Emerging Growth Company",
    "documentation": "Indicate if registrant meets the emerging growth company criteria."
   }
  }
 },
 "auth_ref": [
  "r373"
 ]
},
"dei_EntityExTransitionPeriod": {
 "xbrltype": "booleanItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityExTransitionPeriod",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
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  "en-us": {
   "role": {
    "label": "Elected Not To Use the Extended Transition Period",
    "documentation": "Indicate if an emerging growth company has elected not to use the extended transition period for complying with any new or revised financial accounting standards."
   }
  }
 },
 "auth_ref": [
  "r390"
 ]
},
"dei_EntityFileNumber": {
 "xbrltype": "fileNumberItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityFileNumber",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity File Number",
    "documentation": "Commission file number. The field allows up to 17 characters. The prefix may contain 1-3 digits, the sequence number may contain 1-8 digits, the optional suffix may contain 1-4 characters, and the fields are separated with a hyphen."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityFilerCategory": {
 "xbrltype": "filerCategoryItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityFilerCategory",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Filer Category",
    "documentation": "Indicate whether the registrant is one of the following: Large Accelerated Filer, Accelerated Filer, Non-accelerated Filer. Definitions of these categories are stated in Rule 12b-2 of the Exchange Act. This information should be based on the registrant's current or most recent filing containing the related disclosure."
   }
  }
 },
 "auth_ref": [
  "r373"
 ]
},
"dei_EntityIncorporationStateCountryCode": {
 "xbrltype": "edgarStateCountryItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityIncorporationStateCountryCode",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Incorporation, State or Country Code",
    "documentation": "Two-character EDGAR code representing the state or country of incorporation."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityInteractiveDataCurrent": {
 "xbrltype": "yesNoItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityInteractiveDataCurrent",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Interactive Data Current",
    "documentation": "Boolean flag that is true when the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files)."
   }
  }
 },
 "auth_ref": [
  "r387"
 ]
},
"dei_EntityPrimarySicNumber": {
 "xbrltype": "sicNumberItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityPrimarySicNumber",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Primary SIC Number",
    "documentation": "Primary Standard Industrial Classification (SIC) Number for the Entity."
   }
  }
 },
 "auth_ref": [
  "r385"
 ]
},
"dei_EntityPublicFloat": {
 "xbrltype": "monetaryItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityPublicFloat",
 "crdr": "credit",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Public Float",
    "documentation": "The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityRegistrantName": {
 "xbrltype": "normalizedStringItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityRegistrantName",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Registrant Name",
    "documentation": "The exact name of the entity filing the report as specified in its charter, which is required by forms filed with the SEC."
   }
  }
 },
 "auth_ref": [
  "r373"
 ]
},
"dei_EntityShellCompany": {
 "xbrltype": "booleanItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityShellCompany",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Shell Company",
    "documentation": "Boolean flag that is true when the registrant is a shell company as defined in Rule 12b-2 of the Exchange Act."
   }
  }
 },
 "auth_ref": [
  "r373"
 ]
},
"dei_EntitySmallBusiness": {
 "xbrltype": "booleanItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntitySmallBusiness",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Small Business",
    "documentation": "Indicates that the company is a Smaller Reporting Company (SRC)."
   }
  }
 },
 "auth_ref": [
  "r373"
 ]
},
"dei_EntityTaxIdentificationNumber": {
 "xbrltype": "employerIdItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityTaxIdentificationNumber",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Tax Identification Number",
    "documentation": "The Tax Identification Number (TIN), also known as an Employer Identification Number (EIN), is a unique 9-digit value assigned by the IRS."
   }
  }
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 },
 "auth_ref": [
  "r373"
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"dei_EntityVoluntaryFilers": {
 "xbrltype": "yesNoItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityVoluntaryFilers",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Voluntary Filers",
    "documentation": "Indicate 'Yes' or 'No' if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityWellKnownSeasonedIssuer": {
 "xbrltype": "yesNoItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityWellKnownSeasonedIssuer",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Well-known Seasoned Issuer",
    "documentation": "Indicate 'Yes' or 'No' if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Is used on Form Type: 10-K, 10-Q, 8-K, 20-F, 6-K, 10-K/A, 10-Q/A, 20-F/A, 6-K/A, N-CSR, N-Q, N-1A."
   }
  }
 },
 "auth_ref": [
  "r388"
 ]
},
"us-gaap_EquityAbstract": {
 "xbrltype": "stringItemType",
 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "EquityAbstract",
 "lang": {
  "en-us": {
   "role": {
    "label": "Equity [Abstract]"
   }
  }
 },
 "auth_ref": []
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"us-gaap_EquityComponentDomain": {
 "xbrltype": "domainItemType",
 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "EquityComponentDomain",
 "presentation": [
  "http://alterolabiotech.com/role/ConsolidatedStatementOfStockholdersDeficit",
  "http://alterolabiotech.com/role/Note1NatureOfBusinessLiquidityGoingConcernDetailsNarrative",
  "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative",
  "http://alterolabiotech.com/role/Note8NotesPayableDetailsNarrative"
 ],
 "lang": {
  "en-us": {
   "role": {
    "documentation": "Components of equity are the parts of the total Equity balance including that which is allocated to common, preferred, treasury stock, retained earnings, etc."
   }
  }
 },
 "auth_ref": [
  "r7",
  "r76",
  "r92",
  "r93",
  "r94",
  "r105",
  "r106",
  "r107",
  "r109",
  "r114",
  "r115",
  "r117",
  "r121",
  "r133",
  "r134",
  "r145",
  "r202",
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  "r241",
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  "r269",
  "r270",
  "r281",
  "r332"
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"dei_Extension": {
 "xbrltype": "normalizedStringItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "Extension",
 "presentation": [
  "http://alterolabiotech.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Extension",
    "documentation": "Extension number for local phone number."
   }
  }
 },
 "auth_ref": []
},
"us-gaap_ExtinguishmentOfDebtGainLossNetOfTax": {
 "xbrltype": "monetaryItemType",
 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "ExtinguishmentOfDebtGainLossNetOfTax",
 "crdr": "credit",
 "calculation": {
  "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfOperations": {
   "parentTag": "us-gaap_OtherNonoperatingIncomeExpense",
   "weight": 1.0,
   "order": 1.0
  }
 },
 "presentation": [
  "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfOperations"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Gain on conversion of debt",
    "documentation": "The difference between the reacquisition price and the net carrying amount of the extinguished debt recognized currently as a component of income in the period of extinguishment, net of tax."
   }
  }
 },
 "auth_ref": [
  "r21"
 ]
},
"us-gaap_FairValueOfFinancialInstrumentsPolicy": {
 "xbrltype": "textBlockItemType",
 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "FairValueOfFinancialInstrumentsPolicy",
 "presentation": [
  "http://alterolabiotech.com/role/Note2SummaryOfSignificantAccountingPoliciesPolicies"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Fair Value of Financial Instruments",
    "documentation": "Disclosure of accounting policy for determining the fair value of financial instruments."
   }
  }
 },
 "auth_ref": [
  "r6"
 ]
},
"us-gaap_ForeignCurrencyTransactionGainLossExcludingInvestmentPriceChangeAfterTax": {
 "xbrltype": "monetaryItemType",
 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "ForeignCurrencyTransactionGainLossExcludingInvestmentPriceChangeAfterTax",
 "crdr": "credit",
 "presentation": [
  "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfCashFlows"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Effect of exchange rate adjustments on cash",
    "documentation": "Amount, after tax, of realized and unrealized gain (loss) from foreign currency transaction excluding realized and unrealized gain (loss) from foreign currency transaction on investment and derivative from change in market price. Investment includes, but is not limited to, debt and equity securities, security sold short, real estate, and commodity."
   }
  }
 },
 "auth_ref": [
  "r434",
  "r439",
  "r442"
 ]
},
"us-gaap_ForeignCurrencyTransactionsAndTranslationsPolicyTextBlock": {
 "xbrltype": "textBlockItemType",
 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "ForeignCurrencyTransactionsAndTranslationsPolicyTextBlock",
 "presentation": [
  "http://alterolabiotech.com/role/Note2SummaryOfSignificantAccountingPoliciesPolicies"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Foreign Currency Translation",
    "documentation": "Disclosure of accounting policy for (1) transactions denominated in a currency other than the reporting enterprise's functional currency, (2) translating foreign currency financial statements that are incorporated into the financial statements of the reporting enterprise by consolidation, combination, or the equity method of accounting, and (3) remeasurement of the financial statements of a foreign reporting enterprise in a hyperinflationary economy."
   }
  }
 },
 "auth_ref": [
  "r234"
 ]
},
"ABTI_ForeignExchangeInfluences": {
 "xbrltype": "monetaryItemType",
 "nsuri": "http://alterolabiotech.com/20240630",
 "localname": "ForeignExchangeInfluences",
 "crdr": "credit",
 "calculation": {
  "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfOperations": {
   "parentTag": "us-gaap_OtherNonoperatingIncomeExpense",
   "weight": 1.0,
   "order": 2.0
  }
 },
 "presentation": [
  "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfOperations"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Exchange differences"
   }
  }
 },
 "auth_ref": []
},
"ABTI_ForeignTranslationAdjustment": {
 "xbrltype": "monetaryItemType",
 "nsuri": "http://alterolabiotech.com/20240630",
 "localname": "ForeignTranslationAdjustment",
 "crdr": "credit",
 "presentation": [
  "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfOperations"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Foreign translation adjustment"
   }
  }
 },
 "auth_ref": []
},
"us-gaap_GeneralAndAdministrativeExpense": {
 "xbrltype": "monetaryItemType",
 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "GeneralAndAdministrativeExpense",
 "crdr": "debit",
 "calculation": {
  "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfOperations": {
   "parentTag": "us-gaap_OperatingExpenses",
   "weight": 1.0,
   "order": 8.0
  }
 },
 "presentation": [
  "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfOperations"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "General and administrative expenses",
    "documentation": "The aggregate total of expenses of managing and administering the affairs of an entity, including affiliates of the reporting entity, which are not directly or indirectly associated with the manufacture, sale or creation of a product or product line."
   }
  }
 },
 "auth_ref": [
  "r45",
  "r314"
 ]
},
"ABTI_GeneralAndAdministrativeMember": {
 "xbrltype": "domainItemType",
 "nsuri": "http://alterolabiotech.com/20240630",
 "localname": "GeneralAndAdministrativeMember",
 "presentation": [
  "http://alterolabiotech.com/role/Note5-AccountsPayable-SummaryOfAccountsPayableDetails",
  "http://alterolabiotech.com/role/Note6-AccruedExpenses-ScheduleOfAccruedExpensesDetails"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "General And Administrative [Member]"
   }
  }
 },
 "auth_ref": []
},
"us-gaap_GoodwillAndIntangibleAssetsDisclosureAbstract": {
 "xbrltype": "stringItemType",
 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "GoodwillAndIntangibleAssetsDisclosureAbstract",
 "lang": {
  "en-us": {
   "role": {
    "label": "Goodwill and Intangible Assets Disclosure [Abstract]"
   }
  }
 },
 "auth_ref": []
},
"us-gaap_GoodwillAndIntangibleAssetsPolicyTextBlock": {
 "xbrltype": "textBlockItemType",
 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "GoodwillAndIntangibleAssetsPolicyTextBlock",
 "presentation": [
  "http://alterolabiotech.com/role/Note2SummaryOfSignificantAccountingPoliciesPolicies"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Other Intangible Assets",
    "documentation": "Disclosure of accounting policy for goodwill and intangible assets. This accounting policy also may address how an entity assesses and measures impairment of goodwill and intangible assets."
   }
  }
 },
 "auth_ref": [
  "r409",
  "r410"
 ]
},
"ABTI_GuyWebberServicesMember": {
 "xbrltype": "domainItemType",
 "nsuri": "http://alterolabiotech.com/20240630",
 "localname": "GuyWebberServicesMember",
 "presentation": [
  "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Guy Webber Services [Member]"
   }
  }
 },
 "auth_ref": []
},
"ABTI_HunterLandDirectorIssuanceMember": {
 "xbrltype": "domainItemType",
 "nsuri": "http://alterolabiotech.com/20240630",
 "localname": "HunterLandDirectorIssuanceMember",
 "presentation": [
  "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Hunter Land Director Issuance [Member]"
   }
  }
 },
 "auth_ref": []
},
"us-gaap_ImpairmentOfIntangibleAssetsFinitelived": {
 "xbrltype": "monetaryItemType",
 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "ImpairmentOfIntangibleAssetsFinitelived",
 "crdr": "debit",
 "presentation": [
  "http://alterolabiotech.com/role/Note2SummaryOfSignificantAccountingPoliciesDetailsNarrative"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Impairment of Intangible Assets, Finite-Lived",
    "documentation": "The amount of impairment loss recognized in the period resulting from the write-down of the carrying amount of a finite-lived intangible asset to fair value."
   }
  }
 },
 "auth_ref": [
  "r137",
  "r395",
  "r411"
 ]
},
"ABTI_IncomeLossFromContinuingOperationsPerBasic": {
 "xbrltype": "perShareItemType",
 "nsuri": "http://alterolabiotech.com/20240630",
 "localname": "IncomeLossFromContinuingOperationsPerBasic",
 "presentation": [
  "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfOperations"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "NET LOSS PER SHARE: BASIC AND DILUTED"
   }
  }
 },
 "auth_ref": []
},
"us-gaap_IncomeStatementAbstract": {
 "xbrltype": "stringItemType",
 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "IncomeStatementAbstract",
 "lang": {
  "en-us": {
   "role": {
    "label": "Income Statement [Abstract]"
   }
  }
 },
 "auth_ref": []
},
"us-gaap_IncomeTaxDisclosureAbstract": {
 "xbrltype": "stringItemType",
 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "IncomeTaxDisclosureAbstract",
 "lang": {
  "en-us": {
   "role": {
    "label": "Income Tax Disclosure [Abstract]"
   }
  }
 },
 "auth_ref": []
},
"us-gaap_IncreaseDecreaseInAccountsPayable": {
 "xbrltype": "monetaryItemType",
 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "IncreaseDecreaseInAccountsPayable",
 "crdr": "debit",
 "calculation": {
  "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfCashFlows": {
   "parentTag": "us-gaap_NetCashProvidedByUsedInOperatingActivities",
   "weight": 1.0,
   "order": 8.0
  }
 },
 "presentation": [
  "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfCashFlows"
 ],
 "lang": {
  "en-us": {
   "role": {
    "verboseLabel": "Accounts payable",
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    "documentation": "The increase (decrease) during the reporting period in the aggregate amount of liabilities incurred (and for which invoices have typically been received) and payable to vendors for goods and services received that are used in an entity's business."
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"documentation": "The entire disclosure for all or part of the information related to intangible assets."
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"http://alterolabiotech.com/role/Note6-AccruedExpenses-ScheduleOfAccruedExpensesDetails"
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"http://alterolabiotech.com/role/Note6-AccruedExpenses-ScheduleOfAccruedExpensesDetails"
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"documentation": "Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table."
}
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}
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"label": "Inventories",
"documentation": "Amount after valuation and LIFO reserves of inventory expected to be sold, or consumed within one year or operating cycle, if longer."
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}
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"auth_ref": [
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"role": {

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  }
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 "crdr": "credit",
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  "http://alterolabiotech.com/role/Note8NotesPayableDetailsNarrative"
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   }
  }
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    "verboseLabel": "Loans Payable, Current",
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   }
  }
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   }
  }
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   }
  }
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 "auth_ref": []
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 "nsuri": "http://alterolabiotech.com/20240630",
 "localname": "LongEightMay9Member",
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    "label": "Long Eight May 9 [Member]"
   }
  }
 },
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 "crdr": "credit",
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  "en-us": {
   "role": {
    "label": "[custom:LossOnExchangeOfSharesForDebt]"
   }
  }
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 "auth_ref": []
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    "label": "Nathan Thompson Director [Member]"
   }
  }
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 "auth_ref": []
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 "nsuri": "http://fasb.org/us-gaap/2024",
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  "http://alterolabiotech.com/role/Note6-AccruedExpenses-ScheduleOfAccruedExpensesDetails"
 ],
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    "label": "Nature of Expense [Axis]",
    "documentation": "Information by type of cost or expense."
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  }
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    "documentation": "The entire disclosure for the nature of an entity's business, major products or services, principal markets including location, and the relative importance of its operations in each business and the basis for the determination, including but not limited to, assets, revenues, or earnings. For an entity that has not commenced principal operations, disclosures about the risks and uncertainties related to the activities in which the entity is currently engaged and an understanding of what those activities are being directed toward."
   }
  }
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  "r69",
  "r75"
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    "documentation": "Amount of cash inflow (outflow) from financing activities, including discontinued operations. Financing activity cash flows include obtaining resources from owners and providing them with a return on, and a return of, their investment; borrowing money and repaying amounts borrowed, or settling the obligation; and obtaining and paying for other resources obtained from creditors on long-term credit."
   }
  }
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   "weight": 1.0,
   "order": 2.0
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    "documentation": "Amount of cash inflow (outflow) from investing activities, including discontinued operations. Investing activity cash flows include making and collecting loans and acquiring and disposing of debt or equity instruments and property, plant, and equipment and other productive assets."
   }
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    "documentation": "Amount of cash inflow (outflow) from operating activities, including discontinued operations. Operating activity cash flows include transactions, adjustments, and changes in value not defined as investing or financing activities."
   }
  }
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 "localname": "NetIncomeLoss",
 "crdr": "credit",
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   "order": 1.0
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   "weight": null,
   "order": null,
   "root": true
  }
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  "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfCashFlows",
  "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfOperations"
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    "verboseLabel": "Net loss",
    "terseLabel": "Net loss for the period",
    "documentation": "The portion of profit or loss for the period, net of income taxes, which is attributable to the parent."
   }
  }
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 "auth_ref": [
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"us-gaap_NewAccountingPronouncementsPolicyPolicyTextBlock": {
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 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "NewAccountingPronouncementsPolicyPolicyTextBlock",
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    "documentation": "Disclosure of accounting policy pertaining to new accounting pronouncements that may impact the entity's financial reporting. Includes, but is not limited to, quantification of the expected or actual impact."
   }
  }
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 "auth_ref": []
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 "nsuri": "http://alterolabiotech.com/20240630",
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  "auth_ref": []
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  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "NoTradingSymbolFlag",
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  "lang": {
   "en-us": {
    "role": {
     "label": "No Trading Symbol Flag",
     "documentation": "Boolean flag that is true only for a security having no trading symbol."
    }
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  },
  "auth_ref": []
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  "localname": "NoncashInvestingAndFinancingItemsAbstract",
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    }
   }
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 "us-gaap_NoninterestExpenseDirectorsFees": {
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  "localname": "NoninterestExpenseDirectorsFees",
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     "label": "Directors fees and expenses",
     "documentation": "Noninterest expense related to directors' fees which are fees paid by an Entity to its directors. Directors' fees may be paid in addition to salary and other benefits."
    }
   }
  },
  "auth_ref": [
   "r62"
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  "presentation": [
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  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Note Payable One [Member]"
    }
   }
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  "auth_ref": []
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    }
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  "auth_ref": []
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     "documentation": "Including the current and noncurrent portions, aggregate carrying amount of all types of notes payable, as of the balance sheet date, with initial maturities beyond one year or beyond the normal operating cycle, if longer."
    }
   }
  },
  "auth_ref": [
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   "r432",
   "r433"
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 "us-gaap_OperatingExpenses": {
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  "crdr": "debit",
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    "weight": -1.0,
    "order": 2.0
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     "label": "Operating Expenses",
     "documentation": "Generally recurring costs associated with normal operations except for the portion of these expenses which can be clearly related to production and included in cost of sales or services. Includes selling, general and administrative expense."
    }
   }
  },
  "auth_ref": []
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     "label": "Operating Income (Loss)",
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    }
   }
  },
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   "r348",
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 "us-gaap_OrganizationConsolidationAndPresentationOfFinancialStatementsAbstract": {
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    }
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  },
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  },
  "auth_ref": []
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  "localname": "OtherNonoperatingIncomeExpense",
  "crdr": "credit",
  "calculation": {
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    "order": 2.0
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    "role": {
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     "label": "Other Nonoperating Income (Expense)",
     "documentation": "Amount of income (expense) related to nonoperating activities, classified as other."
    }
   }
  },
  "auth_ref": [
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  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "OtherReportingStandardItemNumber",
  "presentation": [
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  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Other Reporting Standard Item Number",
     "documentation": "\"Item 17\" or \"Item 18\" specified when the basis of accounting is neither US GAAP nor IFRS."
    }
   }
  },
  "auth_ref": [
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  "localname": "PatentPTXMember",
  "presentation": [
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  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Patent P T X [Member]"
    }
   }
  },
  "auth_ref": []
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  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "PayablesAndAccrualsAbstract",
  "lang": {
   "en-us": {
    "role": {
     "label": "Payables and Accruals [Abstract]"
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  },
  "auth_ref": []
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 "us-gaap_PaymentsForPurchaseOfOtherAssets1": {
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  "localname": "PaymentsForPurchaseOfOtherAssets1",
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    "weight": -1.0,
    "order": 1.0
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  },
  "presentation": [
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  "lang": {
   "en-us": {
    "role": {
     "label": "Purchase of assets",
     "documentation": "Amount of cash paid to purchase other assets as part of operating activities."
    }
   }
  },
  "auth_ref": [
   "r3",
   "r4"
  ]
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 "ABTI_PhytanixBioNoteMember": {
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  "nsuri": "http://alterolabiotech.com/20240630",
  "localname": "PhytanixBioNoteMember",
  "presentation": [
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  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Phytanix Bio Note [Member]"
    }
   }
  },
  "auth_ref": []
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 "dei_PreCommencementIssuerTenderOffer": {
  "xbrltype": "booleanItemType",
  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "PreCommencementIssuerTenderOffer",
  "presentation": [
   "http://alterolabiotech.com/role/Cover"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Pre-commencement Issuer Tender Offer",
     "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act."
    }
   }
  },
  "auth_ref": [
   "r378"
  ]
 },
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  "nsuri": "http://xbrl.sec.gov/dei/2024",
  "localname": "PreCommencementTenderOffer",
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  ],
  "lang": {
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    "role": {
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     "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act."
    }
   }
  },
  "auth_ref": [
   "r380"
  ]
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 "us-gaap_PreferredStockParOrStatedValuePerShare": {
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  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "PreferredStockParOrStatedValuePerShare",
  "presentation": [
   "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative",
   "http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheetsParenthetical"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Preferred Stock, Par or Stated Value Per Share",
     "documentation": "Face amount or stated value per share of preferred stock nonredeemable or redeemable solely at the option of the issuer."
    }
   }
  },
  "auth_ref": [
   "r37",
   "r189"
  ]
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 "us-gaap_PreferredStockSharesAuthorized": {
  "xbrltype": "sharesItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "PreferredStockSharesAuthorized",
  "presentation": [
   "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative",
   "http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheetsParenthetical"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Preferred Stock, Shares Authorized",
     "documentation": "The maximum number of nonredeemable preferred shares (or preferred stock redeemable solely at the option of the issuer) permitted to be issued by an entity's charter and bylaws."
    }
   }
  },
  "auth_ref": [
   "r37",
   "r291"
  ]
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 "us-gaap_PreferredStockSharesIssued": {
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  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "PreferredStockSharesIssued",
  "presentation": [
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   "http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheetsParenthetical"
  ],
  "lang": {
   "en-us": {
    "role": {
     "label": "Preferred Stock, Shares Issued",
     "documentation": "Number of shares issued for nonredeemable preferred shares and preferred shares redeemable solely at option of issuer. Includes, but is not limited to, preferred shares issued, repurchased, and held as treasury shares. Excludes preferred shares classified as debt."
    }
   }
  },
  "auth_ref": [
   "r37",
   "r189"
  ]
 },
 "us-gaap_PreferredStockSharesOutstanding": {
  "xbrltype": "sharesItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "PreferredStockSharesOutstanding",
  "presentation": [
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   "http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheetsParenthetical"
  ],
  "lang": {

   "en-us": {
    "role": {
     "label": "Preferred Stock, Shares Outstanding",
     "documentation": "Aggregate share number for all nonredeemable preferred stock (or preferred stock redeemable solely at the option of the issuer) held by stockholders. Does not include preferred shares that have been repurchased."
    }
   }
  },
  "auth_ref": [
   "r37",
   "r291",
   "r310",
   "r440",
   "r441"
  ]
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 "us-gaap_PreferredStockValue": {
  "xbrltype": "monetaryItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "PreferredStockValue",
  "crdr": "credit",
  "calculation": {
   "http://alterolabiotech.com/role/UnauditedConsolidatedBalanceSheets": {
    "parentTag": "us-gaap_StockholdersEquity",
    "weight": 1.0,
    "order": 1.0
   }
  },
  "presentation": [
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  "lang": {
   "en-us": {
    "role": {
     "label": "Preferred Stock,\u00a0$0.001\u00a0par value,\u00a010,000,000\u00a0shares authorized, -0- shares issued and outstanding",
     "documentation": "Aggregate par or stated value of issued nonredeemable preferred stock (or preferred stock redeemable solely at the option of the issuer). This item includes treasury stock repurchased by the entity. Note: elements for number of nonredeemable preferred shares, par value and other disclosure concepts are in another section within stockholders' equity."
    }
   }
  },
  "auth_ref": [
   "r37",
   "r259",
   "r359"
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 },
 "us-gaap_ProceedsFromIssuanceOfCommonStock": {
  "xbrltype": "monetaryItemType",
  "nsuri": "http://fasb.org/us-gaap/2024",
  "localname": "ProceedsFromIssuanceOfCommonStock",
  "crdr": "debit",
  "presentation": [
   "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative",
   "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfCashFlows"
  ],
  "lang": {
   "en-us": {
    "role": {
     "verboseLabel": "Shares issued for services",
     "label": "Proceeds from Issuance of Common Stock",
     "documentation": "The cash inflow from the additional capital contribution to the entity."
    }
   }
  },
  "auth_ref": [
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  "presentation": [
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    "role": {
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     "documentation": "The cash inflow from a borrowing supported by a written promise to pay an obligation."
    }
   }
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     "label": "Professional fees",
     "documentation": "A fee charged for services from professionals such as doctors, lawyers and accountants. The term is often expanded to include other professions, for example, pharmacists charging to maintain a medicinal profile of a client or customer."
    }
   }
  },
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   "r438"
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    "role": {
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     "label": "Net Income (Loss), Including Portion Attributable to Noncontrolling Interest",
     "documentation": "The consolidated profit or loss for the period, net of income taxes, including the portion attributable to the noncontrolling interest."
    }
   }
  },
  "auth_ref": [
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     "label": "Related Party Transactions [Abstract]"
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     "documentation": "The entire disclosure for related party transactions. Examples of related party transactions include transactions between (a) a parent company and its subsidiary; (b) subsidiaries of a common parent; (c) and entity and its principal owners; and (d) affiliates."
    }
   }
  },
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  "localname": "RepaymentsOfLongtermLoansFromVendors",
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  ],
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     "documentation": "Cash outflows under financing arrangements with vendors (seller-financed debt), which had a maturity date at inception of more than one year (or more than one operating cycle, if longer); such debt may have arisen from purchases of property, plant and equipment or other productive assets."
    }
   }
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    }
   }
  },
  "auth_ref": [
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   "r429"
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 },
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  "localname": "ResearchAndDevelopmentExpensePolicy",
  "presentation": [
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  ],
  "lang": {
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     "verboseLabel": "Research and development",
     "label": "Research and Development Expense, Policy [Policy Text Block]",
     "documentation": "Disclosure of accounting policy for costs it has incurred (1) in a planned search or critical investigation aimed at discovery of new knowledge with the hope that such knowledge will be useful in developing a new product or service, a new process or technique, or in bringing about a significant improvement to an existing product or process; or (2) to translate research findings or other knowledge into a plan or design for a new product or process or for a significant improvement to an existing product or process."
    }
   }
  },
  "auth_ref": [
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  "localname": "ResearchAndDevelopmentMember",
  "presentation": [
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   "http://alterolabiotech.com/role/Note6-AccruedExpenses-ScheduleOfAccruedExpensesDetails"
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    "role": {
     "label": "Research And Development [Member]"
    }
   }
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  "auth_ref": []
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  "xbrltype": "monetaryItemType",
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  "crdr": "credit",
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    "weight": 1.0,
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     "label": "Accumulated deficit",
     "documentation": "Amount of accumulated undistributed earnings (deficit)."
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  "localname": "RetainedEarningsMember",
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   "en-us": {
    "role": {
     "label": "Retained Earnings [Member]",
     "documentation": "Accumulated undistributed earnings (deficit)."
    }
   }
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   "r230",
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 "us-gaap_RevenueRecognitionPolicyTextBlock": {
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  "localname": "RevenueRecognitionPolicyTextBlock",
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  ],
  "lang": {
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     "label": "Revenue Recognition",
     "documentation": "Disclosure of accounting policy for revenue. Includes revenue from contract with customer and from other sources."
    }
   }
  },
  "auth_ref": [
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    "weight": 1.0,
    "order": 1.0
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    "role": {
     "label": "REVENUES",
     "documentation": "Amount of revenue recognized from goods sold, services rendered, insurance premiums, or other activities that constitute an earning process. Includes, but is not limited to, investment and interest income before deduction of interest expense when recognized as a component of revenue, and sales and trading gain (loss)."
    }
   }
  },
  "auth_ref": [
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   "r95",
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   "r159",
   "r160",
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   "r349",
   "r415"
  ]
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  "localname": "SalariesAndWages",
  "crdr": "debit",
  "calculation": {
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    "weight": 1.0,
    "order": 7.0
   }
  },
  "presentation": [
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 ],
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  "en-us": {
   "role": {
    "label": "Salaries and wages",
    "documentation": "Amount of expense for salary and wage arising from service rendered by nonofficer employee. Excludes allocated cost, labor-related nonsalary expense, and direct and overhead labor cost included in cost of good and service sold."
   }
  }
 },
 "auth_ref": [
  "r394"
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},
"us-gaap_SaleOfStockPricePerShare": {
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 "nsuri": "http://fasb.org/us-gaap/2024",
 "localname": "SaleOfStockPricePerShare",
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 "lang": {
  "en-us": {
   "role": {
    "label": "Sale of Stock, Price Per Share",
    "documentation": "Per share amount received by subsidiary or equity investee for each share of common stock issued or sold in the stock transaction."
   }
  }
 },
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},
"us-gaap_ScheduleOfAccountsPayableAndAccruedLiabilitiesTableTextBlock": {
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 "localname": "ScheduleOfAccountsPayableAndAccruedLiabilitiesTableTextBlock",
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   "role": {
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    "documentation": "Tabular disclosure of the (a) carrying value as of the balance sheet date of liabilities incurred (and for which invoices have typically been received) and payable to vendors for goods and services received that are used in an entity's business (accounts payable); (b) other payables; and (c) accrued liabilities. Examples include taxes, interest, rent and utilities. Used to reflect the current portion of the liabilities (due within one year or within the normal operating cycle if longer). An alternative caption includes accrued expenses."
   }
  }
 },
 "auth_ref": []
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"us-gaap_ScheduleOfAccruedLiabilitiesTableTextBlock": {
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 "localname": "ScheduleOfAccruedLiabilitiesTableTextBlock",
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  "en-us": {
   "role": {
    "label": "NOTE 6 - ACCRUED EXPENSES - Schedule of Accrued Expenses",
    "documentation": "Tabular disclosure of the components of accrued liabilities."
   }
  }
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 "lang": {
  "en-us": {
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    "documentation": "Tabular disclosure of the components of net deferred tax asset or liability recognized in an entity's statement of financial position, including the following: the total of all deferred tax liabilities, the total of all deferred tax assets, the total valuation allowance recognized for deferred tax assets."
   }
  }
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  "r418"
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 "localname": "ScheduleOfShareBasedCompensationEmployeeStockPurchasePlanActivityTableTextBlock",
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    "documentation": "Tabular disclosure of employee stock purchase plan activity."
   }
  }
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  "r24"
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    "documentation": "Disclosure of information about short-term debt arrangement. Includes, but is not limited to, description of arrangement, lender, repayment term, weighted-average interest rate, borrowed amount, and description and amount of refinancing of short-term obligation when obligation is excluded from current liability."
   }
  }
 },
 "auth_ref": [
  "r28"
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    "documentation": "Title of a 12(b) registered security."
   }
  }
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    "documentation": "Title of a 12(g) registered security."
   }
  }
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    "documentation": "Name of the Exchange on which a security is registered."
   }
  }
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    "label": "Security Reporting Obligation",
    "documentation": "15(d), indicating whether the security has a reporting obligation under that section of the Exchange Act."
   }
  }
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  "r381"
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 "localname": "ShareholderAdvances",
 "crdr": "credit",
 "presentation": [
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    "label": "[custom:ShareholderAdvances]"
   }
  }
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    "periodEndLabel": "Shares, Issued",
    "label": "Shares, Issued",
    "documentation": "Number of shares of stock issued as of the balance sheet date, including shares that had been issued and were previously outstanding but which are now held in the treasury."
   }
  }
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 "auth_ref": [
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"ABTI_SharesIssuedForBackWages": {
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    "label": "SharesIssuedForBackWages"
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 "localname": "SharesIssuedForConversionOfNotesPayable",
 "crdr": "credit",
 "presentation": [
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 ],
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  "en-us": {
   "role": {
    "label": "Shares issued for conversion of notes payable"
   }
  }
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 "auth_ref": []
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 "nsuri": "http://alterolabiotech.com/20240630",
 "localname": "SharesIssuedForExerciseOfWarrants",
 "crdr": "credit",
 "presentation": [
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   }
  }
 },
 "auth_ref": []
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 "localname": "SharesIssuedPricePerShare",
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    "label": "Shares Issued, Price Per Share",
    "documentation": "Per share or per unit amount of equity securities issued."
   }
  }
 },
 "auth_ref": []
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 "nsuri": "http://alterolabiotech.com/20240630",
 "localname": "SharesIssuedToDirectors",
 "crdr": "credit",
 "presentation": [
  "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfCashFlows"
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 "lang": {
  "en-us": {
   "role": {
    "label": "Shares issued to directors"
   }
  }
 },
 "auth_ref": []
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"us-gaap_ShortTermDebtLineItems": {
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  "en-us": {
   "role": {
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    "documentation": "Line items represent financial concepts included in a table. These concepts are used to disclose reportable information associated with domain members defined in one or many axes to the table."
   }
  }
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  "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative",
  "http://alterolabiotech.com/role/Note8NotesPayableDetailsNarrative"
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       "label": "NOTE 7 \u2013 CAPITAL STOCK",
       "documentation": "The entire disclosure for equity."
      }
     }
    },
    "auth_ref": [
     "r54",
     "r102",
     "r188",
     "r190",
     "r191",
     "r192",
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     "r229",
     "r335",
     "r337",
     "r341"
    ]
   },
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    "presentation": [
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    ],
    "lang": {
     "en-us": {
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      }
     }
    },
    "auth_ref": []
   },
   "us-gaap_SubsequentEventsAbstract": {
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    "nsuri": "http://fasb.org/us-gaap/2024",
    "localname": "SubsequentEventsAbstract",
    "lang": {
     "en-us": {
      "role": {
       "label": "Subsequent Events [Abstract]"
      }
     }
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    "auth_ref": []
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   "us-gaap_SubsequentEventsTextBlock": {
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    "localname": "SubsequentEventsTextBlock",
    "presentation": [
     "http://alterolabiotech.com/role/Note10SubsequentEvents"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "NOTE 10 \u2013 SUBSEQUENT EVENTS",
       "documentation": "The entire disclosure for significant events or transactions that occurred after the balance sheet date through the date the financial statements were issued or the date the financial statements were available to be issued. Examples include: the sale of a capital stock issue, purchase of a business, settlement of litigation, catastrophic loss, significant foreign exchange rate changes, loans to insiders or affiliates, and transactions not in the ordinary course of business."
      }
     }
    },
    "auth_ref": [
     "r251",
     "r252"
    ]
   },
   "us-gaap_SubstantialDoubtAboutGoingConcernTextBlock": {
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    "nsuri": "http://fasb.org/us-gaap/2024",
    "localname": "SubstantialDoubtAboutGoingConcernTextBlock",
    "presentation": [
     "http://alterolabiotech.com/role/Note1NatureOfBusinessLiquidityGoingConcernPolicies"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "LIQUIDITY & GOING CONCERN",
       "documentation": "The entire disclosure when substantial doubt is raised about the ability to continue as a going concern. Includes, but is not limited to, principal conditions or events that raised substantial doubt about the ability to continue as a going concern, management's evaluation of the significance of those conditions or events in relation to the ability to meet its obligations, and management's plans that alleviated or are intended to mitigate the conditions or events that raise substantial doubt about the ability to continue as a going concern."
      }
     }
    },
    "auth_ref": [
     "r26"
    ]
   },
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    "localname": "TradingSymbol",
    "presentation": [
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    "lang": {
     "en-us": {
      "role": {
       "label": "Trading Symbol",
       "documentation": "Trading symbol of an instrument as listed on an exchange."
      }
     }
    },
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    "nsuri": "http://alterolabiotech.com/20240630",
    "localname": "TranslationAmendedAmount",
    "crdr": "credit",
    "presentation": [
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    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "[custom:TranslationAmendedAmount]"
      }
     }
    },
    "auth_ref": []
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   "us-gaap_TreasuryStockCommonMember": {
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    "nsuri": "http://fasb.org/us-gaap/2024",
    "localname": "TreasuryStockCommonMember",
    "presentation": [
     "http://alterolabiotech.com/role/ConsolidatedStatementOfStockholdersDeficit"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Treasury Stock, Common [Member]",
       "documentation": "Previously issued common shares repurchased by the issuing entity and held in treasury."
      }
     }
    },
    "auth_ref": [
     "r23"
    ]
   },
   "us-gaap_UseOfEstimates": {
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    "nsuri": "http://fasb.org/us-gaap/2024",
    "localname": "UseOfEstimates",
    "presentation": [
     "http://alterolabiotech.com/role/Note2SummaryOfSignificantAccountingPoliciesPolicies"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Use of Estimates",
       "documentation": "Disclosure of accounting policy for the use of estimates in the preparation of financial statements in conformity with generally accepted accounting principles."
      }
     }
    },
    "auth_ref": [
     "r18",
     "r19",
     "r20",
     "r70",
     "r71",
     "r73",
     "r74"
    ]
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   "ABTI_WarrantSharesMember": {
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    "nsuri": "http://alterolabiotech.com/20240630",
    "localname": "WarrantSharesMember",
    "presentation": [
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    "lang": {
     "en-us": {
      "role": {
       "label": "Warrant Shares [Member]"
      }
     }
    },
    "auth_ref": []
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   "us-gaap_WarrantsAndRightsOutstandingMaturityDate": {
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    "nsuri": "http://fasb.org/us-gaap/2024",
    "localname": "WarrantsAndRightsOutstandingMaturityDate",
    "presentation": [
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    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Warrants and Rights Outstanding, Maturity Date",
       "documentation": "Expiration date of outstanding warrant and right embodying unconditional obligation requiring redemption by transferring asset at specified or determinable date or upon event certain to occur, in YYYY-MM-DD format."
      }
     }
    },
    "auth_ref": [
     "r421",
     "r422",
     "r423"
    ]
   },
   "us-gaap_WarrantsAndRightsOutstandingTerm": {
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    "nsuri": "http://fasb.org/us-gaap/2024",
    "localname": "WarrantsAndRightsOutstandingTerm",
    "presentation": [
     "http://alterolabiotech.com/role/Note7CapitalStockDetailsNarrative"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Warrants and Rights Outstanding, Term",
       "documentation": "Period between issuance and expiration of outstanding warrant and right embodying unconditional obligation requiring redemption by transferring asset at specified or determinable date or upon event certain to occur, in 'PnYnMnDTnHnMnS' format, for example, 'P1Y5M13D' represents reported fact of one year, five months, and thirteen days."
      }
     }
    },
    "auth_ref": [
     "r421",
     "r422",
     "r423"
    ]
   },
   "ABTI_WarrenLawGroupMember": {
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    "nsuri": "http://alterolabiotech.com/20240630",
    "localname": "WarrenLawGroupMember",
    "presentation": [
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    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Warren Law Group [Member]"
      }
     }
    },
    "auth_ref": []
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   "ABTI_WeightedAverageNumberOfShareOutstandingBasic": {
    "xbrltype": "sharesItemType",
    "nsuri": "http://alterolabiotech.com/20240630",
    "localname": "WeightedAverageNumberOfShareOutstandingBasic",
    "presentation": [
     "http://alterolabiotech.com/role/UnauditedConsolidatedStatementOfOperations"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "WEIGHTED AVERAGE NUMBER OF SHARES OUTSTANDING: BASIC AND DILUTED"
      }
     }
    },
    "auth_ref": []
   },
   "dei_WrittenCommunications": {
    "xbrltype": "booleanItemType",
    "nsuri": "http://xbrl.sec.gov/dei/2024",
    "localname": "WrittenCommunications",
    "presentation": [
     "http://alterolabiotech.com/role/Cover"
    ],
    "lang": {
     "en-us": {
      "role": {
       "label": "Written Communications",
       "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as written communications pursuant to Rule 425 under the Securities Act."
      }
     }
    },
    "auth_ref": [
     "r389"
    ]
   }
  }
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"std_ref": {
 "r0": {
  "role": "http://fasb.org/us-gaap/role/ref/legacyRef",
  "Name": "Accounting Standards Codification",
  "Section": "45",
  "Paragraph": "1",
  "SubTopic": "230",
  "Topic": "830",
  "Publisher": "FASB",
  "URI": "https://asc.fasb.org/1943274/2147477401/830-230-45-1"
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 "r1": {
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  "Name": "Accounting Standards Codification",
  "Section": "45",
  "Paragraph": "10",
  "SubTopic": "20",
  "Topic": "205",
  "Publisher": "FASB",
  "URI": "https://asc.fasb.org/1943274/2147483475/205-20-45-10"
 },
 "r2": {
  "role": "http://fasb.org/us-gaap/role/ref/legacyRef",
  "Name": "Accounting Standards Codification",
  "Section": "45",
  "Paragraph": "14",
  "Subparagraph": "(a)",
  "SubTopic": "10",
  "Topic": "230",
  "Publisher": "FASB",
  "URI": "https://asc.fasb.org/1943274/2147482740/230-10-45-14"

"Paragraph": "24",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147482740/230-10-45-24"
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"r48": {
"role": "http://fasb.org/us-gaap/role/ref/legacyRef",
"Topic": "230",
"SubTopic": "10",
"Name": "Accounting Standards Codification",
"Section": "45",
"Paragraph": "25",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147482740/230-10-45-25"
},
"r49": {
"role": "http://fasb.org/us-gaap/role/ref/legacyRef",
"Topic": "230",
"SubTopic": "10",
"Name": "Accounting Standards Codification",
"Section": "45",
"Paragraph": "28",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147482740/230-10-45-28"
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"r50": {
"role": "http://fasb.org/us-gaap/role/ref/legacyRef",
"Topic": "230",
"SubTopic": "10",
"Section": "45",
"Paragraph": "15",
"Subparagraph": "(c)",
"Name": "Accounting Standards Codification",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147482740/230-10-45-15"
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"r51": {
"role": "http://fasb.org/us-gaap/role/ref/legacyRef",
"Topic": "235",
"Name": "Accounting Standards Codification",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/235/tableOfContent"
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"r52": {
"role": "http://fasb.org/us-gaap/role/ref/legacyRef",
"Topic": "310",
"SubTopic": "10",
"Name": "Accounting Standards Codification",
"Section": "S99",
"Paragraph": "2",
"Subparagraph": "(SAB Topic 4.E)",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147480418/310-10-S99-2"
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"r53": {
"role": "http://fasb.org/us-gaap/role/ref/legacyRef",
"Topic": "470",
"Name": "Accounting Standards Codification",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/470/tableOfContent"
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"r54": {
"role": "http://fasb.org/us-gaap/role/ref/legacyRef",
"Topic": "505",
"Name": "Accounting Standards Codification",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/505/tableOfContent"
},
"r55": {
"role": "http://fasb.org/us-gaap/role/ref/legacyRef",
"Topic": "505",
"SubTopic": "10",
"Name": "Accounting Standards Codification",
"Section": "50",
"Paragraph": "6",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147481112/505-10-50-6"
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"r56": {
"role": "http://fasb.org/us-gaap/role/ref/legacyRef",
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"SubTopic": "10",
"Name": "Accounting Standards Codification",
"Section": "50",
"Paragraph": "7",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147481112/505-10-50-7"
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"r57": {
"role": "http://fasb.org/us-gaap/role/ref/legacyRef",
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"Section": "S99",
"Paragraph": "1",
"Subparagraph": "(SX 210.3-04)",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147480008/505-10-S99-1"
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"r58": {
"role": "http://fasb.org/us-gaap/role/ref/legacyRef",
"Topic": "942",
"SubTopic": "210",
"Name": "Accounting Standards Codification",
"Section": "S99",
"Paragraph": "1",
"Subparagraph": "(SX 210.9-03(11))",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147478546/942-210-S99-1"
},
"r59": {
"role": "http://fasb.org/us-gaap/role/ref/legacyRef",
"Topic": "942",
"SubTopic": "210",
"Name": "Accounting Standards Codification",
"Section": "S99",
"Paragraph": "1",
"Subparagraph": "(SX 210.9-03(13))",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147478546/942-210-S99-1"
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"r60": {
"role": "http://fasb.org/us-gaap/role/ref/legacyRef",
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"Name": "Accounting Standards Codification",
"Section": "S99",
"Paragraph": "1",
"Subparagraph": "(SX 210.9-03(16))",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147478546/942-210-S99-1"
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"r61": {
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"Topic": "942",
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"Name": "Accounting Standards Codification",
"Section": "S99",
"Paragraph": "1",
"Subparagraph": "(SX 210.9-03(23))",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147478546/942-210-S99-1"
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"r62": {
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"Topic": "942",
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"Section": "S99",
"Paragraph": "1",
"Subparagraph": "(SX 210.9-04(14))",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147478524/942-220-S99-1"
},
"r63": {
"role": "http://fasb.org/us-gaap/role/ref/legacyRef",
"Topic": "942",
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"Name": "Accounting Standards Codification",
"Section": "S99",
"Paragraph": "1",
"Subparagraph": "(SX 210.9-04(22))",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147478524/942-220-S99-1"
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"r64": {
"role": "http://fasb.org/us-gaap/role/ref/otherTransitionRef",
"Topic": "280",
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"Name": "Accounting Standards Codification",
"Section": "50",
"Paragraph": "32",
"Subparagraph": "(a)",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147482810/280-10-50-32"
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"r65": {
"role": "http://fasb.org/us-gaap/role/ref/otherTransitionRef",
"Topic": "280",
"SubTopic": "10",
"Name": "Accounting Standards Codification",
"Section": "50",
"Paragraph": "32",
"Subparagraph": "(b)",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147482810/280-10-50-32"
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"r66": {
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"Topic": "280",
"SubTopic": "10",
"Name": "Accounting Standards Codification",
"Section": "50",
"Paragraph": "32",
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"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147482810/280-10-50-32"
},
"r67": {
"role": "http://fasb.org/us-gaap/role/ref/otherTransitionRef",
"Topic": "280",
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"Name": "Accounting Standards Codification",
"Section": "50",
"Paragraph": "32",
"Subparagraph": "(d)",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147482810/280-10-50-32"
},
"r68": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
"Name": "Accounting Standards Codification",
"Section": "45",
"Paragraph": "20",
"SubTopic": "210",
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"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147477796/946-210-45-20"
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"r69": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
"Name": "Accounting Standards Codification",
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"Subparagraph": "(a)",
"SubTopic": "10",
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"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147482861/275-10-50-1"
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"r70": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
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"Section": "50",
"Paragraph": "1",
"Subparagraph": "(b)",
"SubTopic": "10",
"Topic": "275",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147482861/275-10-50-1"
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"r71": {
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"Paragraph": "1",
"Subparagraph": "(c)",
"SubTopic": "10",
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"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147482861/275-10-50-1"
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"r72": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
"Name": "Accounting Standards Codification",
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"Paragraph": "1",
"Subparagraph": "(d)",
"SubTopic": "10",
"Topic": "275",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147482861/275-10-50-1"
},
"r73": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
"Name": "Accounting Standards Codification",
"Section": "50",
"Paragraph": "11",
"SubTopic": "10",
"Topic": "275",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147482861/275-10-50-11"
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"r74": {
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"Name": "Accounting Standards Codification",
"Section": "50",
"Paragraph": "12",
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"Topic": "275",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147482861/275-10-50-12"
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"r75": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
"Name": "Accounting Standards Codification",
"Topic": "275",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/275/tableOfContent"
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"r76": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
"Topic": "105",
"SubTopic": "10",
"Name": "Accounting Standards Codification",
"Section": "65",
"Paragraph": "6",
"Subparagraph": "(c)",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147479343/105-10-65-6"
},
"r77": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
"Topic": "205",
"SubTopic": "20",
"Name": "Accounting Standards Codification",
"Section": "50",
"Paragraph": "7",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147483499/205-20-50-7"
},
"r78": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
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"Section": "45",
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"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147483467/210-10-45-1"
},
"r79": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
"Topic": "210",
"SubTopic": "10",
"Name": "Accounting Standards Codification",
"Section": "45",
"Paragraph": "5",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147483467/210-10-45-5"
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"r80": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
"Topic": "210",
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"Section": "S99",
"Paragraph": "1",
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"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147480566/210-10-S99-1"
},
"r81": {
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"Topic": "210",
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"Paragraph": "1",
"Subparagraph": "(SX 210.5-02(22)(a)(2))",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147480566/210-10-S99-1"
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"r82": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
"Topic": "210",
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"Name": "Accounting Standards Codification",
"Section": "S99",
"Paragraph": "1",
"Subparagraph": "(SX 210.5-02(6))",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147480566/210-10-S99-1"
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"r83": {
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"r84": {
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"r86": {
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"r87": {
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"r88": {
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"r93": {
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"r95": {
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"r98": {
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"r99": {
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"r101": {
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"r106": {
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"r107": {
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"r117": {
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"r118": {
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"r119": {
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"r120": {
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"r121": {
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"r122": {
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"r123": {
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"Paragraph": "30",
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"r126": {
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"Section": "50",
"Paragraph": "30",
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"r127": {
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"r129": {
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"Section": "50",
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"URI": "https://asc.fasb.org/1943274/2147482810/280-10-50-42"
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"r131": {
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"Paragraph": "13",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147481990/310-10-45-13"
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"r132": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
"Topic": "323",
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"Section": "50",
"Paragraph": "3",
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"URI": "https://asc.fasb.org/1943274/2147481687/323-10-50-3"
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"r133": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
"Topic": "326",
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"Name": "Accounting Standards Codification",
"Section": "65",
"Paragraph": "4",
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"URI": "https://asc.fasb.org/1943274/2147479654/326-10-65-4"
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"r134": {
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"Section": "65",
"Paragraph": "5",
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"r135": {
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"URI": "https://asc.fasb.org/1943274/2147479319/326-20-50-13"
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"r136": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
"Topic": "350",
"SubTopic": "30",
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"URI": "https://asc.fasb.org/350-30/tableOfContent"
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"r137": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
"Topic": "350",
"SubTopic": "30",
"Name": "Accounting Standards Codification",
"Section": "45",
"Paragraph": "2",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147482686/350-30-45-2"
},
"r138": {
"role": "http://www.xbrl.org/2003/role/disclosureRef",
"Topic": "350",

 "Topic": "946",
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 "Name": "Accounting Standards Codification",
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 "Publisher": "FASB",
 "URI": "https://asc.fasb.org/1943274/2147479134/946-220-S99-1"
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"r314": {
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"r315": {
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 "URI": "https://asc.fasb.org/1943274/2147479134/946-220-S99-1"
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"r316": {
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 "URI": "https://asc.fasb.org/1943274/2147479134/946-220-S99-1"
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"r318": {
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 "Paragraph": "1",
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"r319": {
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"r371": {
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"Name": "Exchange Act",
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"Name": "Form 20-F",
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"Section": "220",
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"Section": "240",
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"Section": "13",
"Subsection": "a-1"
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"r387": {
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"r388": {
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"Section": "405"
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"r389": {
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"Publisher": "SEC",
"Name": "Securities Act",
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"Section": "425"
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"r390": {
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"Name": "Securities Act",
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"Section": "B",
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"r391": {
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"r392": {
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"r393": {
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"r396": {
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"r397": {
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"Paragraph": "3",
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"URI": "https://asc.fasb.org/1943274/2147481687/323-10-50-3"
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"r420": {
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"URI": "https://asc.fasb.org/1943274/2147482907/825-10-50-28"
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"r426": {
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"r430": {
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"r432": {
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"r434": {
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"URI": "https://asc.fasb.org/1943274/2147479170/946-210-S99-1"
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"r437": {
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"Section": "45",
"Paragraph": "3",
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"URI": "https://asc.fasb.org/1943274/2147479105/946-220-45-3"
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"r438": {
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"r440": {
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"r441": {
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"r442": {
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"Topic": "946",
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"Name": "Accounting Standards Codification",
"Section": "45",
"Paragraph": "37",
"Publisher": "FASB",
"URI": "https://asc.fasb.org/1943274/2147477346/946-830-45-37"
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