

**TOPPEN HEALTH INC.**

(the “**Company**”)

and

*[REDACTED - personal information]*

and

*[REDACTED - personal information]*

and

*[REDACTED - personal information]*

(collectively, the “**Vendors**”)

and

**AION THERAPEUTIC INC.** (the  
“**Purchaser**”)

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**SHARE PURCHASE AGREEMENT**

**December 15, 2023**

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SCHEDULE “A“ VENDORS

## SHARE PURCHASE AGREEMENT

This Share Purchase Agreement, dated December 15, 2023 by and among Aion Therapeutic Inc., a company existing under the *Business Corporations Act* (British Columbia) (the “**Purchaser**”), Toppen Health, Inc., a company organized and existing in the State of Wisconsin (the “**Company**”) and each of [REDACTED - personal information] (collectively, the “**Vendors**”).

### ARTICLE 1 INTERPRETATION

#### Section 1.1 Defined Terms.

As used in this Agreement, the following terms have the following meanings:

“**Agreement**” means this Share Purchase Agreement, all schedules and instruments amending or confirming of it, and any other ancillary documents and agreements entered into connection therewith; and the expressions “**Article**” and “**Section**” followed by a number mean and refer to the specified Article or Section of this Agreement.

“**Assets**” means the undertaking, property and assets of a Party, as applicable, as a going concern of every kind and description, wheresoever situated.

“**Authorization**” means, with respect to any Person, any order, permit, approval, waiver, license or similar authorization of any Governmental Entity having jurisdiction over the Person.

“**Best Efforts**” means the efforts that a prudent Person who desires to complete the transaction would use in similar circumstances to ensure that a closing occurs as expeditiously as possible but without the necessity of assuming any material obligations or paying any material amounts to a third party or breaching or violating any existing Contract, arrangement, agreement or understanding.

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which banks are required or authorized to close in Toronto, Ontario.

“**Business**” means with respect to any Person, the business currently carried on and planned to be carried on by such Person.

“**Claim**” means any actual, pending or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim or demand resulting therefrom or any other claim or demand of whatever nature or kind.

“**Closing Date**” means December 15, 2023, or such earlier or later date as the Parties may agree in writing.

“**Closing Purchase Price**” has the meaning provided in Section 2.2.

“**Closing**” means the completion of the transaction of purchase and sale contemplated in this Agreement.

“**Common Shares**” the common shares in the capital of the Purchaser as constituted on the date of this Agreement.

“**Company Shares**” means the common shares in the capital of the Company as constituted on the date of this Agreement.

“**Company**” has the meaning provided in the Preamble to this Agreement.

“**Consent**” means the consent of a contracting party to a change in control of the Company if required by the terms of any Contract.

“**Consideration Shares**” has the meaning specified in Section 2.3(a).

“**CSE**” means the Canadian Securities Exchange.

“**Debt**” means (i) all indebtedness for borrowed money of, and all lease obligations which are required to be capitalized pursuant to IFRS by, the Company or the Subsidiary, (ii) all loan agreements, trust indentures, debentures, mortgages, hypothecs, promissory notes, letters of credit, surety bonds or other Contracts, or instruments providing for, representing or evidencing indebtedness of the Company or the Subsidiary, (iii) any guarantees by the Company to any third party with respect to any other person, (iv) any guarantees by any of the Vendors with respect to the Company, (v) all mortgages, hypothecs, charges, security interests, pledges, liens or other Liens on any of the property or assets of the Company.

“**Encumbrance**” means any mortgage, deed of trust, pledge, collateral assignment, charge, Lien, claim, security interest, adverse interest, adverse claim, other third person lien interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by applicable Law, Contract or otherwise) that provides for any of the foregoing;

“**Governmental Entity**” means any (i) multinational, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

“**IFRS**” means, at any time, accounting policies consistent with International Financial Reporting Standards at the relevant time applied on a consistent basis.

“**Laws**” means applicable laws (including common law), constitutions, statutes, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, findings, treaties, policies, notices, directions, decrees, judgements, awards or requirements, in each case of any Governmental Entity, and terms and conditions of any grant of approval, permission, authority or licence of any Governmental Entity, and terms and conditions or any grant of approval, permission, authority or licence of any Governmental Entity;

“**Letter of Intent**” means the letter of intent dated July 5, 2023 between the Company and the Purchaser.

“**Liabilities**” means with respect to any Person all indebtedness or financial obligations of such Person on a consolidated basis arising from past events.

“**Lien**” means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition which, in substance, secures payment or performance of an obligation.

“**Material Adverse Effect**” means an effect, change, event, occurrence, fact or circumstance that, individually or in the aggregate with another such effect, change, event, occurrence, fact or circumstance, is or would be reasonably expected to be material and adverse to the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the

Company individually or on a consolidated basis, or which could or could be reasonably expected to prevent, materially delay or materially impair the ability of any of the respective Parties to complete the transactions contemplated by this Agreement and to otherwise consummate the transactions contemplated in this Agreement, except any such effect resulting from or arising in connection with:

- (i) any adoption, implementation, proposal or change in applicable Law or any interpretation thereof by any governmental entity;
- (ii) any change in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in national or global financial or capital markets or in general economic, business, political, regulatory or market conditions;
- (iii) any natural disaster;
- (iv) the announcement of this Agreement or any transactions contemplated herein, or otherwise contemplated by or arising as a result of the terms of this Agreement;

provided, however, that with respect to clauses (ii) and (iii), such matter does not have a materially disproportionate effect on the Company, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Company operates.

**“Outside Date”** means December 31, 2023.

**“Parties” or “Party”** means the Company, the Vendors and the Purchaser and any other Person who may become a party to this Agreement.

**“Person”** means a natural person, partnership, limited liability company, limited liability partnership, corporation, company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity and pronouns having a similarly extended meaning.

**“Personal Information”** means the type of information regulated by applicable privacy Laws and collected, used or disclosed by a Person, including information such as an individual's name, address, age, among other things, as required under applicable Laws or the rules or policies of securities regulators or the CSE.

**“Purchase Price”** has the meaning specified in Section 2.2.

**“Purchased Shares”** has the meaning specified in Section 2.1.

**“Purchaser”** has the meaning provided in the Preamble to the Agreement.

**“October Share Purchase Agreement”** means the share purchase agreement among the Purchaser, the Company, Al Dube, Owen Boyd, Greg Aluce and William Roche dated October 10, 2023.

**“Subsidiary”** means Toppen Holdings, LLC, a limited liability company organized and existing under the laws of the State of Florida.

**“Taxes”** means all federal, state, provincial, territorial, municipal, local or foreign taxes, duties, imposts, levies, assessments and other charges imposed, assessed or collected by a Governmental Entity including, any gross income, net income, gross receipts, business, capital, capital gains, goods and services, franchise, occupation, sales and use, real property, land transfer, personal property, transfer, payroll, health, employer

health, excise, withholding, employment insurance premiums, Canada Pension Plan, and any other pension plan contributions or premiums, and includes any fine, penalty, interest, or addition to tax.

“**Third Party Claim**” means a Claim made against any Person entitled to indemnification under this Agreement by any Person who is not a party to this Agreement.

“**Vendors**” has the meaning provided in the Preamble of this Agreement.

**Section 1.2 Gender and Number.**

Any reference in this Agreement to gender includes all genders and words importing the singular number only shall include the plural and vice versa.

**Section 1.3 Headings, etc.**

The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

**Section 1.4 Currency.**

All references in this Agreement to dollars, unless otherwise specifically indicated, are expressed in Canadian Dollars.

**Section 1.5 Knowledge.**

Where any representation, warranty or other statement contained in this Agreement is expressly qualified by reference to the knowledge of the Vendors or the Company, it shall be deemed to refer to the actual knowledge of each of the Vendors and the Company. The Vendors each confirm that they have made due and diligent inquiry of such Persons (including appropriate officers of the Vendors and the Company, as applicable) as it considers necessary as to the matters that are the subject of the representations and warranties.

**Section 1.6 Accounting Terms.**

All accounting terms not specifically defined in this Agreement shall be interpreted in accordance with IFRS.

**Section 1.7 Incorporation of Schedules.**

The schedules attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it.

**Section 1.8 Time of the Essence**

Time shall be of the essence of each provision of this Agreement. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

**Section 1.9 Statutory References**

Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated thereunder) as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.

**ARTICLE 2**  
**PURCHASED SHARES AND PURCHASE PRICE**

**Section 2.1 Purchase and Sale.**

Subject to the terms and conditions of this Agreement, the Purchaser agrees to purchase all (but not less than all) of the issued and outstanding shares of the Company held by the Vendors (collectively, the “**Purchased Shares**”). Each of the Vendors agree to sell, transfer, assign and deliver to the Purchaser and the Purchaser agrees to purchase from each of the Vendors on the Closing Date, the shares in the capital of the Company set forth in Schedule “A” beside such Vendor’s name, free and clear of all Encumbrances.

**Section 2.2 Purchase Price.**

The aggregate consideration (the “**Purchase Price**”) payable by the Purchaser to the Vendors for the Purchased Shares shall be equal to the sum of: (i) CAD \$1,735,530.35, payable by the issuance of Consideration Shares, as defined and detailed below (the “**Closing Purchase Price**”); (ii) the Earn-out Payment (if any) payable pursuant to Section 2.4 of the October Share Purchase Agreement and (iii) the Vendors’ pro-rata portion of the payment to a third-party vendor as detailed and to be paid in accordance with the October Share Purchase Agreement.

**Section 2.3 Payment of the Purchase Price.**

Subject to the other terms and conditions herein, the Purchase Price will be paid and satisfied as follows:

- (a) The Purchaser shall pay the Closing Purchase Price by issuing and delivering on the Closing Date an aggregate of 34,710,607 Common Shares (the “**Consideration Shares**”) at a deemed price per Consideration Share of CAD \$0.05 as provided for on the attached Schedule “A”; and
- (b) The Purchaser shall pay the Earn-Out Payment (as defined in Section 2.4 of the October Share Purchase Agreement), if payable, to the Vendors in accordance with Section 2.4 of the October Share Purchase Agreement.

**Section 2.4 Securities Laws, Legends, etc.**

- (1) Each Vendor has been independently advised as to the applicable hold periods imposed in respect of the Consideration Shares by the securities legislation in the jurisdiction in which such Vendor resides, and such Vendor confirms that no representation has been made respecting the applicable hold periods for the Consideration Shares and that such Vendor is aware of the risks and other characteristics of the Consideration Shares and of the fact that such Vendor may not resell the Consideration Shares except in accordance with applicable securities legislation and regulatory policy until expiry of the applicable hold periods and compliance with the other requirements of applicable Law. Each Vendor acknowledges that the certificates representing the Consideration Shares will contain legends denoting the applicable resale restrictions and such Vendor will not resell the Consideration Shares except in accordance with the provisions of applicable securities legislation.
- (2) Each Vendor has been advised that the Consideration Shares are being issued to the Vendors pursuant to exemptions from the prospectus and registration requirements of applicable securities Laws, and that:
  - (a) most of the civil remedies applicable to the issuance and granting of securities by way of prospectus provided for in such Laws are not available to such Vendors;



- (b) such Vendors may not receive information that would be provided if no such exemptions were available; and
  - (c) the Purchaser is relieved of certain obligations in respect of offerings by way of prospectus which would otherwise apply under applicable securities Laws.
- (3) Each Vendor will comply with any requirements imposed by the CSE or securities legislation as a result of the shareholdings of such Vendor in the Purchaser exceeding certain thresholds, such requirements to include, without limitation, the filing of insider and early warning reports.
  - (4) Each Vendor acknowledges that he, she or it has not received a document including, without limitation, a prospectus or an offering memorandum, purporting to describe the business and affairs of the Purchaser that has been prepared primarily for delivery to and review by prospective investors so as to assist those investors to make an investment decision in respect of the Purchaser under the terms of this Agreement.
  - (5) Each Vendor acknowledges that he, she or it is eligible to acquire the Consideration Shares pursuant to the exemption from the prospectus requirements of applicable Law related to Canadian securities found in s. 2.3 [Accredited Investor] of National Instrument 45-106 - *Prospectus Exemptions*;
  - (6) Each Vendor understands and acknowledges that the Consideration Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”) or under the securities (“**blue sky**”) Laws of any state of the United States, and that the issuance of the Consideration Shares hereunder is being made in reliance on a private placement exemption to “accredited investors” within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act (“**U.S. Accredited Investor**”) and pursuant to available exemptions from the registration requirements of the U.S. Securities Act;
  - (7) Each Vendor is a U.S. Accredited Investor that satisfies one or more of the categories in Rule 501(a) of Regulation D under the U.S. Securities Act;
  - (8) Each Vendor understands and acknowledges that the Consideration Shares are “restricted securities”, as such term is defined under Rule 144(a)(3) under the U.S. Securities Act, and agrees that the Consideration Shares may only be offered, sold or otherwise transferred, pledged or hypothecated pursuant to an effective registration statement under the U.S. Securities Act or pursuant to an exemption from registration thereto;
  - (9) Each Vendor understands and acknowledges that the Purchaser is not obligated to file and has no present intention of filing with the U.S. Securities and Exchange Commission or with any state securities administrator any registration statement in respect of resales of the Consideration Shares in the United States, and acknowledges that there are substantial restrictions on the transferability of the Consideration Shares;
  - (10) Each Vendor acknowledges he, she or it is acquiring the Consideration Shares solely for their own account and not on behalf of any other person for investment purposes only and not with a present view to the resale, distribution or other disposition thereof in violation of applicable Law related to securities;
  - (11) Each Vendor acknowledges that: (A) no representation has been made respecting the applicable holding periods imposed by applicable Law related to securities or other resale restrictions applicable to the Consideration Shares which restrict the ability to resell such securities; and (B)

that the Vendor may not be able to resell the Consideration Shares, except in accordance with limited exemptions under the applicable Law related to securities;

- (12) Each Vendor acknowledges and consents to the collection, use and disclosure of any required personal information for the purposes of meeting legal, regulatory, self-regulatory, stock exchange or audit requirements, which disclosures may include disclosures to tax, securities or other regulatory or self-regulatory authorities if required;
- (13) Each Vendor understands and acknowledges that upon the original issuance thereof, and until such time as the same is no longer required under the requirements of applicable Law related to securities, the certificates representing the Consideration Shares and all certificates issued in exchange therefor or in substitution thereof, will bear the following legends:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT DATE THAT IS FOUR MONTHS AND A DAY AFTER THE DISTRIBUTION DATE.]”

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES, AGREES FOR THE BENEFIT OF AION THERAPEUTIC INC. (THE “CORPORATION”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; (C) PURSUANT TO THE EXEMPTIONS FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 OR RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OF THE UNITED STATES; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS OF THE UNITED STATES, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (C) OR (D) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION, TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”.

**ARTICLE 3**  
**REPRESENTATIONS AND WARRANTIES OF THE VENDORS**

**Section 3.1 Representations and Warranties of the Vendors.**

Each of the Vendors jointly and severally represents and warrants as follows to the Purchaser and acknowledges and confirms that the Purchaser is relying upon the representations and warranties in connection with the purchase by the Purchaser of the Purchased Shares:

- (a) **Company, Capacity and Qualification.** Each Vendor, if not an individual, is duly formed, validly existing and in good standing under the Laws of its jurisdiction of formation, or if it is an individual, he or she is of full age of majority, and has the legal power and capacity and has taken all necessary action and has obtained all necessary approvals to enter into and execute this Agreement and to carry out its obligations hereunder;
- (b) **Validity of Agreement.** The execution, delivery and performance by the Vendors of this Agreement:
  - (i) do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of the Vendors' or the Company's respective articles of organization, articles of incorporation, operating agreement or bylaws or any contracts or instruments to which it is a party or pursuant to which any of its assets or property may be affected;
  - (ii) do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach of, or cause the termination or revocation of, any Authorization held by the Company or the Vendors or necessary to the ownership of the Purchased Shares or the operation of the Business; and
  - (iii) do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in the violation of any applicable Law;
- (c) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by each Vendor and constitutes a legal, valid and binding obligation of such Vendor enforceable against it in accordance with its terms subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other similar Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;
- (d) **No Other Agreements to Purchase.** Except for the Purchaser's right under this Agreement, no Person has any written or oral agreement, option or warrant or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming such for (i) the purchase or acquisition from each Vendor of any of the Purchased Shares, or (ii) the purchase, subscription, allotment or issuance of any of the unissued capital or other securities of the Company; and
- (e) **Title to the Purchased Shares.** The Purchased Shares identified in Schedule "A" as being owned by each Vendor are owned by such Vendor as the registered and beneficial owner

with good title, free and clear of all Encumbrances. Upon completion of the transaction contemplated by this Agreement, the Purchaser will have good and valid title to the Purchased Shares, free and clear of all Encumbrances.

- (f) **Right to Sell.** Each of the Vendors has the right to assign and dispose of the Purchased Shares as provided in this Agreement;

#### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

##### **Section 4.1 Representations and Warranties of the Purchaser.**

The Purchaser represents and warrants as follows to the Company and the Vendors with respect to the Purchaser and acknowledges and confirms that the Company and the Vendors are relying on such representations and warranties in connection with the sale by the Vendors of the Purchased Shares:

- (a) **The Purchaser Incorporation and Corporate Power.** The Purchaser is a corporation existing under the Laws of the Province of British Columbia and has the corporate power and authority to enter into and perform its obligations under this Agreement;
- (b) **Validity of Agreement.** The execution, delivery and performance by the Purchaser of this Agreement:
  - (i) Has been duly authorized by all necessary corporate action on the part of the Purchaser;
  - (ii) Do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) violate, conflict with, or result in a breach or violation of the organizational documents (or similar organizational and governance documents) of the Purchaser or any of the terms or provisions of, or constitute a default or cause an acceleration of any obligation under, or result in the imposition or creation of (or the obligation to create or impose) a Lien with respect to the organizational documents or by-laws (or similar organizational and governance documents) of the Purchaser, any bond, note, debenture, or other evidence of indebtedness or any indenture, mortgage, deed of trust, or other agreement or instrument to which the Purchaser is a party or by which it is bound, or to which any properties of the Purchaser are or may be subject, or contravene any order of any court or governmental agency or body having jurisdiction over the Purchaser or any of its properties, or violate or conflict with any statute, rule or regulation, or administrative or court decree applicable to the Purchaser or any of its properties, except for any such violations, conflicts, breaches, or defaults which, singularly or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; and
  - (iii) Do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in the violation of any applicable Law;
- (c) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligations of the Purchaser, enforceable against it in accordance with their respective terms subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency,

arrangement and other similar Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;

- (d) **Bankruptcy.** No bankruptcy, insolvency or receivership proceedings have been instituted or are pending against the Purchaser;
- (e) **Authorized and Issued Capital.** The authorized capital of the Purchaser consists of an unlimited number of common shares with no par value and an unlimited number of special shares, issuable in series. As at the date of this Agreement 211,549,269 Common Shares have been duly issued and are outstanding as fully paid and non-assessable;
- (f) **Consents.** There are no consents, authorizations, licenses, agreements, permits, approvals or orders of any Person or Governmental Entity required to permit the Purchaser to complete the transactions contemplated by this Agreement;
- (g) **Consideration Shares.** The Consideration Shares, when issued and delivered in accordance to this Agreement, will be duly and validly authorized and issued, fully paid and non-assessable, and will have been issued to the Vendors in compliance with all applicable securities Laws;
- (h) **Compliance with Laws.** The Purchaser is conducting and has always conducted its business and any past business in compliance with all applicable Laws other than acts of non-compliance which, in the aggregate, are not material;
- (i) **Title to the Assets.** The Purchaser owns (with good title) all of the properties and Assets (whether real, personal or mixed and whether tangible or intangible) that it purports to own including all the properties and Assets reflected as being owned by the Purchaser, as applicable, as disclosed in its books and records;
- (j) **No Options, etc.** No Person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase or other acquisition from the Purchaser of any of its Assets;
- (k) **Books and Records.** All accounting, financial and corporate books and records have been fully, properly and accurately kept and completed in all material respects;
- (l) **Financial Statements.** The Purchaser's financial statements for the period ended July 31, 2023 are true and correct and contain a complete list of balance sheet items including but not limited to cash and cash equivalents, other Assets of the Purchaser, accounts payable and accrued liabilities, stockholder loans, and other Liabilities of the Purchaser as at the date of those interim financial statements;
- (m) **No Liabilities.** Except as disclosed, or reflected or reserved against in the balance sheet forming part of the Purchaser's financial statements for the period ended July 31, 2023, the Purchaser has no liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise) except for current liabilities incurred in the Ordinary Course since the date of those interim financial statements; and
- (n) **Full Disclosure.** This Agreement does not (i) contain any untrue statement of a material fact in respect of the Purchaser, or (ii) omit any statement of a material fact necessary in

order to make the statements in respect of the Purchaser contained herein or therein not misleading. There is no fact known to the Purchaser which materially and adversely affects the affairs, prospects, operations or condition of the Purchaser which has not been set forth in this Agreement.

## **ARTICLE 5 PRE-CLOSING COVENANTS OF THE PARTIES**

### **Section 5.1      Actions to Satisfy Closing Conditions.**

- (1)      The Company and the Vendors shall take all such actions as are within their power to control and use their Best Efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 6.1 including ensuring that there is no breach of any of its representations and warranties.
  
- (2)      The Purchaser shall take all such actions as are within its power to control and use its Best Efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 6.3 including ensuring there is no breach of any of its representations and warranties.

### **Section 5.2      Transfer of Purchased Shares.**

The Company and the Vendors shall take all necessary corporate steps and corporate proceedings to permit good title to the Purchased Shares to be duly and validly transferred and assigned to the Purchaser at the Closing, free of all Encumbrances.

### **Section 5.3      Filings and Authorizations.**

Each Party, as promptly as practicable after the execution of this Agreement, will (i) make, or cause to be made, all such filings and submissions under all Laws applicable to it, as may be required for it to consummate the purchase and sale of the Purchased Shares in accordance with the terms of this Agreement, and (ii) use its Best Efforts to obtain, or cause to be obtained, all Authorizations necessary or advisable to be obtained by it in order to consummate such transfer. The Company, the Vendors and the Purchaser will coordinate and cooperate with one another in exchanging such information and supplying such assistance as may be reasonably requested by each in connection with the foregoing including, without limitation, providing each other with all notices and information supplied to or filed with any Governmental Entity (except for notices and information which the Party, in each case acting reasonably, considers highly confidential and sensitive which may be filed on a confidential basis), and all notices and correspondence received from any Governmental Entity.

### **Section 5.4      Notice of Untrue Representation or Warranty.**

The Company or the Vendors shall promptly notify the Purchaser, and the Purchaser shall promptly notify the Company and the Vendors, upon any representation or warranty made by it contained in this Agreement becoming untrue or incorrect. Any such notification shall set out particulars of the untrue or incorrect representation or warranty and details of any actions being taken by the Company, the Vendors or the Purchaser, as the case may be, to rectify that state of affairs.

### **Section 5.5      Exclusive Dealing.**

No Party, directly or indirectly, solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any inquiries or proposals from, any Person (other than the other Party) relating to any transaction involving the sale of any Purchased Shares, Company Shares or stock or the sale of its business or any of the assets of the Company (other than as permitted in this Agreement).

**ARTICLE 6**  
**CONDITIONS OF CLOSING**

**Section 6.1 Conditions for the Benefit of the Purchaser.**

The purchase and sale of the Purchased Shares is subject to the following conditions to be fulfilled or performed at or prior to Closing, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (a) **Truth of Representations and Warranties.** The representations and warranties of the Vendors contained in this Agreement shall have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date and each of the Vendors shall have executed and delivered a certificate to that effect. The receipt of such certificate and the Closing shall not constitute a waiver by the Purchaser of any of the representations and warranties of the Vendors which are contained in this Agreement. Upon the delivery of such certificate, the representations and warranties of the Vendors in this Agreement shall be deemed to have been made on and as of the Closing Date with the same force and effect as if made on and as of such date;
- (b) **Performance of Covenants.** The Vendors shall have fulfilled or complied with all covenants contained in this Agreement to be fulfilled or complied with by it at or prior to the Closing, and each of the Vendors shall have executed and delivered a certificate to that effect. The receipt of such certificate and the Closing shall not constitute a waiver by the Purchaser of any of the covenants of the Vendors which are contained in this Agreement;
- (c) **October Share Purchase Agreement.** The sale of the Company Shares held by the vendors' party to the October Share Purchase Agreement to the Purchaser shall have closed.
- (d) **Deliveries.** The Vendors shall have delivered or caused to be delivered to the Purchaser at Closing the following in form and substance satisfactory to the Purchaser:
  - (i) Share certificates representing the Purchased Shares duly endorsed in blank for transfer, or accompanied by irrevocable security transfer powers of attorney duly executed in blank, in either case by the holders of record, together with evidence satisfactory to the Purchaser that the Purchaser or its nominee(s) have been entered upon the books of the Company as the holder of the Purchased Shares;
  - (ii) The certificates referred to in Section 6.1(a) and Section 6.1(b);
  - (iii) Evidence that all necessary steps and proceedings as approved by counsel for the Purchaser to permit all of the Purchased Shares to be transferred to the Purchaser or its nominee(s) have been taken; and
  - (iv) A duly executed resignation effective as at the Closing of each director and officer of the Company specified by the Purchaser in writing at least 3 Business Days prior to Closing.
- (e) **No Material Adverse Effect.** Since the date of this Agreement there will not have been any change, event, occurrence or state of facts that, either individually or in the aggregate,

result in, or would reasonably be expected to result in, a Material Adverse Effect of the Company.

## **Section 6.2 Termination by Purchaser.**

If any of the conditions set forth in Section 6.1 have not been fulfilled or waived at or prior to the Outside Date or any obligation or covenant of the Company or the Vendors to be performed at or prior to Closing has not been observed or performed by such time, the Purchaser may terminate this Agreement by notice in writing to the Company or the Vendors, and in such event the Purchaser shall be released from all obligations save and except for its obligations under Section 10.3 and Section 10.6 which shall survive. The Company and the Vendors shall only be released from its obligations if the condition or conditions for the non-performance of which the Purchaser has terminated this Agreement are not reasonably capable of being performed or caused to be performed by the Company or the Vendors. If the Purchaser waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part. The Purchaser's right of termination under this Article 6 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Except as otherwise provided herein, nothing in Article 6 shall limit or affect any other rights or causes of action the Purchaser may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement.

## **Section 6.3 Conditions for the Benefit of the Vendors.**

The purchase and sale of the Purchased Shares is subject to the following conditions to be fulfilled or performed at or prior to the Closing, which conditions are for the exclusive benefit of the Vendors and may be waived, in whole or in part, by the Vendors in their sole discretion:

- (a) **Truth of Representations and Warranties.** The representations and warranties of the Purchaser contained in this Agreement shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect. The receipt of such certificate and the Closing shall not constitute a waiver of the representations and warranties of the Purchaser which are contained in this Agreement. Upon delivery of such certificate, the representations and warranties of the Purchaser in Article 4 shall be deemed to have been made on and as of the Closing Date with the same force and effect as if made on and as of such date;
- (b) **Performance of Covenants.** The Purchaser shall have fulfilled or complied with all covenants contained in this Agreement to be fulfilled or complied with by it at or prior to the Closing and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect. The receipt of such certificate and the Closing shall not constitute a waiver by the Vendors of the covenants of the Purchaser which are contained in this Agreement;
- (c) **Deliveries.** The Purchaser shall deliver or cause to be delivered to the Vendors the following in form and substance satisfactory to the Vendors acting reasonably:
  - (i) Certified copies of (i) the charter documents and extracts from the by-laws of the Purchaser relating to the execution of documents, (ii) all resolutions of the shareholders and the board of directors of the Purchaser approving the entering into and completion of the transactions contemplated by this Agreement, and (iii) a



list of its officers and directors authorized to sign agreements together with their specimen signatures;

- (ii) The certificates referred to in Section 6.3(a) and Section 6.3(b); and
- (iii) Share certificates or DRS statements representing the Consideration Shares registered in the name of the Vendors;
- (d) **CSE Compliance.** The Purchaser shall have completed, at its sole cost and expense, all required filings pursuant to CSE Policy 6 for the issuance of the Consideration Shares (the “**CSE Submission**”) as contemplated by this Agreement.
- (e) **No Legal Action.** No action or proceeding shall be pending or threatened by any Person (other than the Vendor or the Company) in any jurisdiction, to enjoin, restrict or prohibit any of the transactions contemplated by this Agreement or the right of the Company to conduct the Business after Closing on substantially the same basis as heretofore operated.

#### **Section 6.4 Termination by the Vendors.**

If any of the conditions set forth in Section 6.3 have not been fulfilled or waived at or prior to the Outside Date or any obligation or covenant of the Purchaser to be performed at or prior to Closing has not been observed or performed by such time, the Vendors may terminate this Agreement by notice in writing to the Purchaser, and in such event the Vendors shall be released from all obligations hereunder save and except for its obligations under Section 10.3, Section 10.4 and Section 10.6 which shall survive. The Purchaser shall only be released from its obligations if the condition or conditions for the non-performance of which the Vendors has terminated this Agreement are not reasonably capable of being performed or caused to be performed by the Purchaser. If the Vendors waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part. The Vendors' right of termination under this Article 6 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Except as otherwise provided herein, nothing in Article 6 shall limit or affect any other rights or causes of action the Vendors may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement.

### **ARTICLE 7 CLOSING**

#### **Section 7.1 Date, Time and Place of Closing.**

The completion of the transaction of purchase and sale contemplated by this Agreement shall take place at the offices of the Purchaser, at 5:00 p.m. (Toronto time) on the Closing Date or at such other place, on such other date and at such other time as may be agreed upon in writing between the Vendors and the Purchaser.

#### **Section 7.2 Closing Procedures.**

Subject to satisfaction or waiver by the relevant Party of the conditions of closing, at the Closing, the Vendors shall deliver actual possession of the Purchased Shares to the Purchaser and upon such delivery the Purchaser shall pay or satisfy the Closing Purchase Price in accordance with Section 2.3.

## **ARTICLE 8 INDEMNIFICATION**

### **Section 8.1 Indemnification in Favour of the Purchaser.**

Subject to Section 8.3, each of the Vendors shall indemnify and save harmless the Purchaser from and against any loss, liability, Claim, damage (including incidental and consequential damage) or expense (whether or not involving a Third Party Claim) including legal expenses (collectively, “**Damages**”) suffered by, imposed upon or asserted against the Purchaser arising out of or resulting from:

- (a) Any failure of the Company or the Vendors to perform or fulfil any respective covenants applicable to them under this Agreement;
- (b) Any breach or inaccuracy of any representation or warranty given by the Vendors contained in this Agreement; and
- (c) The following: (i) any pre-Closing Taxes; (ii) any Liabilities or Debts arising or accruing prior to Closing Date based on the acts or omissions of Vendors or the Company or its agents, employees or representatives; (iii) any indemnification obligation of the Company as to any current or former officer, director, manager, employee, or equity owner relating to acts or omission prior to the Closing Date, whether under the governing documents of the Company or otherwise; (iv) any action, claim, or dispute that should have otherwise been disclosed herein; and (v) any fraud, fraudulent misrepresentation, or acts of deceit or gross negligence by the Company or the Vendors before the Closing Date.

### **Section 8.2 Indemnification in Favour of the Vendors.**

Subject to Section 8.3, the Purchaser shall indemnify and save harmless the Vendors from and against any Damages suffered by, imposed upon or asserted against the Vendors arising out of or resulting from:

- (a) Any failure of the Purchaser to perform or fulfil any covenant of the Purchaser under this Agreement;
- (b) Any breach or inaccuracy of any representation or warranty given by the Purchaser contained in this Agreement; and
- (c) Any filing fees or costs charged by the CSE and sustained by Vendors relating to the CSE Submission.

### **Section 8.3 Limitations.**

- (1) Notwithstanding any of the other provisions of this Agreement, the Vendors will not be liable to the Purchaser in respect of:
  - (a) Any Claims or Damages directly or indirectly arising out of or resulting from any inaccuracy or misrepresentation in any representations or warranties of the Vendors in this Agreement after eighteen (18) months from the Closing Date except:
    - (i) In the case of any Claims arising out of or resulting from a Third-Party Claim, after eighteen (18) months but before twenty-four (24) months from the Closing Date; or

- (ii) In the case of any Claims or Damages arising out of or resulting from any breach by the Vendors of any of the representations and warranties contained in this Agreement involving fraud or fraudulent misrepresentation on the part of the Vendors as may be made at any time subject only to applicable limitation periods imposed by applicable Law;

whether or not the Purchaser have discovered or could have discovered such inaccuracy or misrepresentation before such time;

- (2) The maximum amount, in the aggregate, that the Purchaser may seek from the Vendors under Section 8.1 is equal to one hundred percent (100%) of the actual amount paid and received by the shareholders of the Company from the Purchaser in accordance with the Purchase Price.
- (3) Notwithstanding any of the other provisions of this Agreement, the Purchaser will not be liable to the Vendors in respect of:
  - (a) Any Claims or Damages directly or indirectly arising out of or resulting from any inaccuracy or misrepresentation in any representations or warranties of the Purchaser in this Agreement after eighteen (18) months from the Closing Date except:
    - (i) In the case of any Claims arising out of or resulting from a Third-Party Claim, after eighteen (18) months but before twenty-four (24) months from the Closing Date; or
    - (ii) In the case of any Claims or Damages arising out of or resulting from any breach by the Purchaser of any of the representations and warranties contained in this Agreement involving fraud or fraudulent misrepresentation may be made at any time subject only to applicable limitation periods imposed by applicable Law;

whether or not the Vendors has discovered or could have discovered such inaccuracy or misrepresentation before such time;

- (4) The maximum amount, in the aggregate, that the Vendors may seek from the Purchaser under Section 8.2 is equal to one hundred percent (100%) of the actual amount of the Purchase Price.

## ARTICLE 9 POST-CLOSING COVENANTS

### **Section 9.1 Confidentiality.**

After the Closing, the Vendors will keep confidential and will not use or disclose any information in its possession or under its control relating to the Company and the Business; provided, however, such obligations shall not apply to:

- (a) information that is or becomes generally available to the public other than as a result of a disclosure by the Vendors in violation of this Agreement;
- (b) information required to be used or disclosed by Law or by the applicable regulation of an applicable exchange, governmental body, regulatory entity or judicial or administrative order;

- (c) information disclosed to and used by an advisor of a Vendors or the Purchaser for the purpose of advising the Vendors or Purchaser but only provided that such advisor is subject to an obligation of use and disclosure substantially similar to that hereof; or
- (d) the Purchaser or a Vendors or its representatives to the extent necessary to enforce the rights of, or defend interests of the Purchaser or the Vendors as may arise from or relate to this Agreement or its subject matter.

**Section 9.2 Personal Information**

Each Vendors acknowledges and consents to: (i) the disclosure by the Purchaser of Personal Information concerning the Vendors to any Governmental Entity including, but not limited to, the CSE and its affiliates, authorized agents, subsidiaries and divisions; and (ii) the collection, use and disclosure of such Vendors's Personal Information by the CSE in accordance with its policies, all to the extent required under applicable Laws or the rules or policies of securities regulators or the CSE.

**Section 9.3 Further Assurances.**

From time to time after the Closing Date, each Party shall, at the request of any other Party, execute and deliver such additional conveyances, transfers and other assurances as may be reasonably required to effectively transfer the Purchased Shares to the Purchaser and carry out the transaction contemplated by this Agreement and the intent of the Parties pursuant to this Agreement.

**ARTICLE 10  
MISCELLANEOUS**

**Section 10.1 Notices.**

Any notice, direction or other communication given under this Agreement shall be in writing and given by delivering it or sending it by facsimile or other similar form of recorded communication addressed:

If to the Company or the Vendors at:

All Company notices shall be provided to all Vendors at the addresses provided for the Vendors on Schedule "A" attached hereto.

With a copy to:

Mawicke & Goisman, S.C.  
1509 N Prospect Ave  
Milwaukee, WI 53202

Attention: William Morris  
Email: wmorris@mawickelaw.com

If to the Purchaser at:

Aion Therapeutic Inc.  
Scotia Plaza  
40 King Street West, Suite 5800  
Toronto, Ontario M5H 3S1

Attention: Graham Simmonds  
Email: [REDACTED - personal information]

With a copy to:

Miller Thomson LLP  
Scotia Plaza  
40 King Street West, Suite 5800  
Toronto, Ontario M5H 3S1

Attention: Alexander Lalka  
Email: alalka@millerthomson.com

Any such communication shall be deemed to have been validly and effectively given (i) if personally delivered, on the date of such delivery if such date is a Business Day and such delivery was made prior to 4:00 p.m. (Toronto time) and otherwise on the next Business Day, or (ii) if transmitted by facsimile or similar means of recorded communication on the Business Day following the date of transmission. Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

#### **Section 10.2 Time of the Essence.**

Time shall be of the essence of this Agreement.

#### **Section 10.3 Brokers.**

The Vendors shall indemnify and save harmless the Purchaser and the Company from and against any and all Claims, losses and costs whatsoever for any commission or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Vendors or the Company. The Purchaser shall indemnify and save harmless the Vendors from and against any and all Claims, losses and costs whatsoever for any commission or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Purchaser.

#### **Section 10.4 Announcements.**

Any press release or public statement or announcement (a “**Public Statement**”) with respect to the transaction contemplated in this Agreement shall be made only with the prior written consent and joint approval of the Company and the Vendors and the Purchaser unless such Public Statement is required by Law or by any stock exchange, in which case the Party required to make the Public Statement shall use its Best Efforts to obtain the approval of the other Party as to the form, nature and extent of the disclosure.

#### **Section 10.5 Third Party Beneficiaries.**

The Company, the Vendors, the Purchaser intend that this Agreement shall not benefit or create any right or cause of action in, or on behalf of, any Person other than the Parties to this Agreement and no Person, other than the Parties to this Agreement shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

#### **Section 10.6 Expenses.**

Except as otherwise expressly provided in this Agreement, all costs and expenses (including the fees and disbursements of legal counsel, investment advisers and accountants) incurred in connection with

this Agreement and the transactions contemplated herein and therein shall be paid by the Party incurring such expenses.

#### **Section 10.7 Power of Attorney**

Each of the Vendors hereby severally and irrevocably appoint Al Dube, as such party's agent and attorney to take any action that is required or to execute and deliver any documents on such party's behalf, for the purposes of Closing. Such appointment is coupled with an interest and is irrevocable. Without limiting the generality of the foregoing, Al Dube, may, on behalf of himself and the Vendors, extend the Closing Time or Closing Date, modify or waive such conditions as are contemplated herein, and negotiate, settle and deliver the final forms of this Agreement and any other documents that are necessary or desirable to give effect to the transactions contemplated in this Agreement. Each of the Vendors hereby acknowledges and agrees that any decision or exercise of discretion required to be made by such attorney under this Agreement shall be final and binding upon such Vendor so long as such decision or exercise of discretion was made bona fide. The Purchaser shall have no duty to enquire into the validity of any document executed or other taken by such attorney on behalf of the Vendors pursuant to this Section 10.7.

#### **Section 10.8 Amendments.**

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Company, the Vendors and the Purchaser.

#### **Section 10.9 Waiver.**

- (1) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver.
- (2) No failure on the part of the Company, the Vendors or the Purchaser to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

#### **Section 10.10 Non-Merger.**

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties shall not merge on and shall survive the Closing and, notwithstanding such Closing and any investigation made by or on behalf of any Party, shall continue in full force and effect. Closing shall not prejudice any right of one Party against any other Party in respect of anything done or omitted under this Agreement or in respect of any right to damages or other remedies.

#### **Section 10.11 Entire Agreement.**

This Agreement together with its attached schedules between the parties constitutes the entire agreement between the Parties with respect to the transactions contemplated in this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth herein and therein and neither the Vendors nor the Purchaser has relied or is relying on any other information, discussion or understanding in entering into and completing the transactions contemplated in this Agreement.

**Section 10.12 Successors and Assigns.**

This Agreement shall become effective when executed by the Company, the Vendors and the Purchaser and after that time shall be binding upon and inure to the benefit of the Company, the Vendors, the Purchaser and their respective successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or transferred by operation of Law or otherwise by any Party without the prior written consent of the other Parties (which consent may be granted or withheld in the sole discretion of the Vendors or the Purchaser).

**Section 10.13 Severability.**

If any provision of this Agreement shall be determined by an arbitrator or any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

**Section 10.14 Governing Law.**

This Agreement shall be governed by and interpreted and enforced in accordance with the Laws of the Province of Ontario, irrespective of the place of domicile or residence of any Party. Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the Province of Ontario located in Toronto for the purpose of any disagreements, action or suit arising out of this Agreement.

**Section 10.15 Counterparts.**

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

*[remainder of page left intentionally blank]*

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

**On behalf of the Purchaser:**

**On behalf of the Company:**

**AION THERAPEUTIC INC.**

**TOPPEN HEALTH INC.**

Per:                     *[signed] Graham Simmonds*                      
Authorized Signatory

Per:                     *[signed] Al Dube*                      
Authorized Signatory

                    *[signed]*                      
*[REDACTED - personal information]*

                    *[signed]*                      
*[REDACTED - personal information]*

                    *[signed]*                      
*[REDACTED - personal information]*



**SCHEDULE "A"  
VENDORS**

<u>Shareholder Name and Address</u>	<u>Number of Company Common Shares Held</u>	<u>Number of Consideration Shares</u>
<i>[REDACTED - personal information]</i>	91.70	14,357,071
<i>[REDACTED - personal information]</i>	65.00	10,176,768
<i>[REDACTED - personal information]</i>	65.00	10,176,768
<b>TOTAL</b>	<b>221.70</b>	<b>34,710,607</b>