

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the ____ day of December, 2023.

BETWEEN:

(collectively, the “Securityholder”)

- and –

92 ENERGY LIMITED (CAN 639 228 550)

(the “Company”)

WHEREAS the Securityholder is the registered and/or beneficial owner of _____ issued and outstanding common shares (the “Shares”) in the capital of Atha Energy Corp. (“Atha”), a corporation existing under the laws of the Province of British Columbia;

AND WHEREAS Atha and the Company have entered into a scheme implementation deed dated December 7, 2023 (the “SID”), and propose to consummate a scheme of arrangement as set forth in the SID (the “Scheme”);

AND WHEREAS the Securityholder acknowledges that it is a condition precedent to the consummation of the Scheme for the execution and delivery of this Agreement by the Securityholder.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

Section 1.1 General Covenants of the Securityholder

The Securityholder hereby covenants and agrees that, except as permitted by this Agreement:

- (a) at any meeting of securityholders of Atha or in any other circumstances upon which a vote, consent or other approval (including written consent) of the securityholders of Atha is sought, the Securityholder shall cause its Shares to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Shares: (A) in favour of any matter duly approved by, and in the manner recommended by, the board of directors of Atha (the “Board”) including, without limitation, the shareholder resolution as required by the Canadian Securities Exchange in relation to the Scheme or the Latitude Transaction (as defined in the SID); and (B) against any matter not approved or recommended by the Board; and
- (b) the Securityholder hereby revokes all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement.

Section 1.2 Termination

This Agreement may be terminated (a) at any time upon the mutual written agreement of Atha, the Company and the Securityholder, (b) automatically upon the implementation of the Scheme or the termination of the SID in accordance with its terms, or (c) June 30, 2024, whichever comes first.

Section 1.3 General

- (a) Each of the Securityholder and the Company will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
- (b) Each of the Securityholder and the Company hereby consents to the disclosure of the substance of this Agreement in any press release or any circular of Atha or scheme booklet of the Company, and the filing of a copy thereof by the Company and Atha, as may be applicable, at www.sedarplus.ca or pursuant to the rules of the Australian Securities Exchange. Except as set forth above or as required by applicable laws or regulations or by any governmental authority or in accordance with the requirements of any stock exchange, the Securityholder shall not make any public announcement or statement with respect to this Agreement without the approval of Atha and the Company.
- (c) Time shall be of the essence in this Agreement.
- (d) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under or in relation to this Agreement.
- (e) This Agreement, including the schedules hereto and the provision of the SID incorporated herein by reference constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.
- (f) This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.
- (g) 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. 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 terms of this Agreement remain as originally contemplated to the fullest extent possible.
- (h) The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto, except that the Company may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement to an affiliate, without reducing its own obligations hereunder, without the consent of the Securityholder.
- (i) The parties intend that this Agreement will not benefit or create any right or cause of action in favour of any person, other than the parties and no person, other than the parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

- (j) Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by email, in each case at the addresses set forth on the first page and in the case of:

the Company: Siobhan Lancaster, Managing Director and CEO (*[redacted – personal contact information]*)

the Securityholder: (*[redacted – personal contact information]*)

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a business day at the place of receipt and, otherwise, on the next following business day.

- (k) It is recognized and acknowledged that a breach by the Securityholder of any material obligations contained in this Agreement will cause the Company to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, the Company shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.
- (l) Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.
- (m) Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.
- (n) This Agreement may be executed in any number of counterparts (including counterparts by e-mail transmission or other electronic means) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

Remainder of page intentionally left blank.

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

92 ENERGY LIMITED

By: _____

Name:

Title:

[NAME OF SECURITYHOLDER]