

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

FORM 8-K

CURRENT REPORT

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

Date of report (Date of earliest event reported): **October 4, 2022**

Aesther Healthcare Acquisition Corp.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40793
(Commission
File Number)

87-1309280
(I.R.S. Employer
Identification No.)

515 Madison Avenue, 8th Floor - Suite 8078
New York, New York
(Address of principal executive offices)

10022
(Zip Code)

(646) 908-2659
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one Class A Ordinary Share and one half of one Redeemable Warrant	AEHAU	The Nasdaq Stock Market LLC
Class A Ordinary Share, par value \$0.0001 per share	AEHA	The Nasdaq Stock Market LLC
Warrants, each warrant exercisable for one Class A Ordinary Share at an exercise price of \$11.50	AEHAW	The Nasdaq Stock Market LLC

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

Backstop Agreement

As previously disclosed, on August 31, 2022, Aesther Healthcare Acquisition Corp., a Delaware corporation (“Aesther”) entered into an Agreement and Plan of Merger by and among the Company, AHAC Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Aesther (“Merger Sub”), Aesther Healthcare Sponsor, LLC, Aesther’s sponsor (the “Sponsor”), in its capacity as purchaser representative, Ocean Biomedical, Inc., a Delaware corporation (“Ocean Biomedical”), and Dr. Chirinjeev Kathuria, in his capacity as seller representative (as may be amended and/or restated from time to time, the (“Merger Agreement”)), pursuant to which, among other things, the parties will effect the merger of Merger Sub with and into Ocean Biomedical, with Ocean Biomedical continuing as the surviving entity (the “Merger”), as a result of which all of the issued and outstanding capital stock of Ocean Biomedical shall be exchanged for shares of Class A common stock, par value \$0.0001 per share, of Aesther (the “Share Exchange”) subject to the conditions set forth in the Merger Agreement, with Ocean Biomedical surviving the Share Exchange as a wholly owned subsidiary of Aesther (the Share Exchange and the other transactions contemplated by the Merger Agreement, together, the (“Transaction”).

On October 4, 2022, the Company and Ocean Biomedical entered into a Forward Share Purchase Agreement (the “*Meteora Backstop Agreement*”) with Meteora Special Opportunity Fund I, LP, Meteora Select Trading Opportunities Master, LP, and Meteora Capital Partners, LP (collectively, “*Meteora*”), a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference. Pursuant to the *Meteora Backstop Agreement*, Meteora has agreed to purchase up to 4,000,000 shares of Aesther Class A common stock in the open market at prices no higher than the redemption price, including from other Aesther stockholders that elected to redeem and subsequently revoked their prior elections to redeem their shares, following the expiration of Aesther’s redemption offer. Aesther has agreed to purchase those shares from Meteora on a forward basis. The purchase price payable by Aesther will be escrowed in the amount of the redemption price per share. The *Meteora Backstop Agreement* matures 3 years after the closing of the Transaction. The maturity date may be accelerated by Meteora if (i) the shares of Class A common stock are delisted from a qualified exchange, (ii) the *Meteora Backstop Agreement* is terminated for any reason after the closing of the Transaction, or (iii) the volume weighted average price of the shares during 20 out of 30 consecutive trading days is less than \$3 per share. At maturity, any remaining shares subject to the forward transaction will be finally purchased by Aesther at maturity for an additional \$2.50 per share. During the term of the forward transaction, Meteora may elect to sell some or all of the shares subject to the forward transaction to third parties, after which those shares will no longer be subject to the forward transaction, and in such event Meteora will repay Aesther with a portion of the sale proceeds. If the forward transaction is terminated, except due to a material breach by Meteora, Aesther will be obligated to pay the counterparty a break-up fee equal to \$1 million and certain fees and expenses.

Meteora has agreed not to vote any shares subject to the forward transaction in favor of approving the Transaction and has waived its redemption rights with respect to such shares in connection with the Transaction.

Forward-Looking Statements

This press release contains certain statements that are not historical facts and are forward-looking statements within the meaning of the federal securities laws with respect to the proposed Transaction between Aesther and Ocean Biomedical, including without limitation statements regarding the anticipated benefits of the proposed Transaction, the anticipated timing of the proposed Transaction, the implied enterprise value, future financial condition and performance of Ocean Biomedical and the combined company after the closing and expected financial impacts of the proposed Transaction, the satisfaction of closing conditions to the proposed Transaction, the level of redemptions of Aesther's public stockholders and the products and markets and expected future performance and market opportunities of Ocean Biomedical. These forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "intend," "think," "strategy," "future," "opportunity," "potential," "plan," "seeks," "may," "should," "will," "would," "will be," "will continue," "will likely result," and similar expressions, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements are predictions, projections and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties.

These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many factors could cause actual future events to differ materially from the forward-looking statements in this communication, including but not limited to: (i) the risk that the proposed Transaction may not be completed in a timely manner or at all, which may adversely affect the price of Aesther's securities; (ii) the risk that the proposed Transaction may not be completed by Aesther's business combination deadline; (iii) the failure to satisfy the conditions to the consummation of the proposed Transaction, including the approval of the Merger Agreement by the stockholders of Aesther, the satisfaction of the minimum net tangible assets and minimum cash at closing requirements and the receipt of certain governmental, regulatory and third party approvals; (iv) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement; (v) the failure to achieve the minimum amount of cash available following any redemptions by Aesther's stockholders; (vi) redemptions exceeding anticipated levels or the failure to meet The Nasdaq Global Market's initial listing standards in connection with the consummation of the proposed Transaction; (vii) the effect of the announcement or pendency of the proposed Transaction on Ocean Biomedical's business relationships, operating results, and business generally; (viii) risks that the proposed Transaction disrupts current plans and operations of Ocean Biomedical; (ix) the outcome of any legal proceedings that may be instituted against Ocean Biomedical or against Aesther related to the Merger Agreement or the proposed Transaction; (x) changes in the markets in which Ocean Biomedical's competes, including with respect to its competitive landscape, technology evolution, or regulatory changes; (xi) changes in domestic and global general economic conditions; (xii) risk that Ocean Biomedical may not be able to execute its growth strategies; (xiii) risks related to the ongoing COVID-19 pandemic and response, including supply chain disruptions; (xiv) risk that Ocean Biomedical may not be able to develop and maintain effective internal controls; (xv) costs related to the proposed Transaction and the failure to realize anticipated benefits of the proposed Transaction or to realize estimated pro forma results and underlying assumptions, including with respect to estimated stockholder redemptions; (xvi) the ability to recognize the anticipated benefits of the proposed Transaction and to achieve its commercialization and development plans, and identify and realize additional opportunities, which may be affected by, among other things, competition, the ability of Ocean Biomedical to grow and manage growth economically and hire and retain key employees; (xvii) the risk that Ocean Biomedical may fail to keep pace with rapid technological developments to provide new and innovative products and services or make substantial investments in unsuccessful new products and services; (xviii) the ability to develop, license or acquire new therapeutics; (xix) the risk that Ocean Biomedical will need to raise additional capital to execute its business plan, which may not be available on acceptable terms or at all; (xx) the risk that Ocean Biomedical, post-combination, experiences difficulties in managing its growth and expanding operations; (xxi) the risk of product liability or regulatory lawsuits or proceedings relating to Ocean Biomedical's business; (xxii) the risk of cyber security or foreign exchange losses; (xxiii) the risk that Ocean Biomedical is unable to secure or protect its intellectual property; and (xxiv) those factors discussed in Aesther's filings with the SEC and that are contained in the preliminary proxy statement relating to the proposed Transaction and will be contained in the definitive proxy statement relating to the proposed Transaction.

The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties that are described in Aesther's Annual Report on Form 10-K for the year ended December 31, 2021, and which are described in the "Risk Factors" section of the preliminary proxy statement and the amendments thereto, and will be described in the "Risk Factors" section of the definitive proxy statement, and other documents to be filed by Aesther from time to time with the SEC and which are and will be available at www.sec.gov. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and while Ocean Biomedical and Aesther may elect to update these forward-looking statements at some point in the future, they assume no obligation to update or revise these forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law. Neither Ocean Biomedical nor Aesther gives any assurance that Ocean Biomedical or Aesther, or the combined company, will achieve its expectations. These forward-looking statements should not be relied upon as representing Aesther's or Ocean Biomedical's assessments as of any date subsequent to the date of this press release. Accordingly, undue reliance should not be placed upon the forward-looking statements.

Additional Information and Where to Find It

In connection with the Merger Agreement and the proposed transaction, Aesther has filed with the U.S. Securities and Exchange Commission (the "SEC") a preliminary proxy statement on Schedule 14A relating to the proposed transaction. This communication is not intended to be, and is not, a substitute for the preliminary proxy statement or any other document that Aesther has filed or may file with the SEC in connection with the proposed transaction. Aesther's stockholders and other interested persons are advised to read the preliminary proxy statement and the amendments thereto, and, when available, the definitive proxy statement and documents incorporated by reference therein filed in connection with the proposed transaction, as these materials will contain important information about Aesther, Ocean Biomedical, the Merger Agreement, and the proposed transaction. When available, the definitive proxy statement and other relevant materials for the proposed transaction will be mailed to stockholders of Aesther as of a record date to be established for voting on the proposed transaction. Before making any voting or investment decision, investors and stockholders of Aesther are urged to carefully read the entire preliminary proxy statement and definitive proxy statement, when it becomes available, and any other relevant documents filed with the SEC, as well as any amendments or supplements to these documents, because they will contain important information about the proposed Transaction. Aesther investors and stockholders will also be able to obtain copies of the preliminary proxy statement, the definitive proxy statement, and other documents filed with the SEC that will be incorporated by reference therein, without charge, once available, at the SEC's website at www.sec.gov, or by directing a request to: Aesther Healthcare Acquisition Corp., 515 Madison Avenue, Suite 8078, New York, NY 10022, Attention: Mr. Suren Ajarapu.

Participants in the Solicitation

Aesther, Ocean Biomedical and their respective directors, executive officers, other members of management and employees may be deemed participants in the solicitation of proxies from Aesther's stockholders with respect to the proposed transaction. Investors and security holders may obtain more detailed information regarding the names and interests in the proposed transaction of Aesther's directors and officers in Aesther's filings with the SEC, including its most recent Annual Report on Form 10-K, the preliminary proxy statement and the amendments thereto, and when filed with the SEC, the definitive proxy statement, and other documents filed with the SEC. Such information with respect to Ocean Biomedical's directors and executive officers is also included in the preliminary proxy statement and will be included in the definitive proxy statement.

No Offer or Solicitation

This press release is not a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed transaction and will not constitute an offer to sell or the solicitation of an offer to buy any securities, nor will there be any sale of securities in any states or jurisdictions in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction

Item 9.01. Financial Statements and Exhibits.

The following exhibits are being filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Forward Share Purchase Agreement (Metemora Backstop Agreement), dated October 4, 2022
99.1	Press release, dated October 5, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

AESTHER HEALTHCARE ACQUISITION CORP.

By: /s/ Suren Ajjarapu

Name: Suren Ajjarapu

Title: Chief Executive Officer

Date: October 5, 2022

[Execution Version 10/04/22]

FORWARD SHARE PURCHASE AGREEMENT

This Forward Share Purchase Agreement (this "Agreement") is entered into as of October 4, 2022, by and among (i) Aesther Healthcare Acquisition Corp., a Delaware corporation ("AEHA"), (ii) Ocean Biomedical, Inc., a Delaware corporation ("Ocean Biomedical"), (iii) Meteora Special Opportunity Fund I, LP, a Delaware limited partnership ("MSOF"), (iv) Meteora Select Trading Opportunities Master, LP, a Cayman Islands limited partnership ("MSTO") and (v) Meteora Capital Partners, LP, a Delaware limited partnership ("MCP" and together with MSOF and MSTO, each individually an "Investor" and collectively, the "Investors"). Each of AEHA, Ocean Biomedical, MSOF, MSTO, and MCP is individually referred to herein as a "Party" and collectively as the "Parties".

Recitals

WHEREAS, AEHA is a special purpose acquisition company, also known as a blank check company, formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses;

WHEREAS, AEHA has entered into a Business Combination Agreement, dated as of August 31, 2022 (the "Business Combination Agreement"), by and among AEHA, AHAC Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of AEHA, Aesther Healthcare Sponsor, LLC, a Delaware limited liability company, Ocean Biomedical, and Dr. Chirinjeev Kathuria, in his capacity as Seller Representative, pursuant to which a wholly owned subsidiary of AEHA will acquire Ocean Biomedical by merger of Ocean Biomedical with and into such subsidiary (such merger and the other transactions contemplated by the Business Combination Agreement, collectively, the "Business Combination"), and AEHA will be re-named "Ocean Biomedical, Inc." upon the consummation of the Business Combination (Ocean Biomedical, Inc., as the post-combination company shall be referred to herein as the "Company"), and AEHA has filed a Preliminary Proxy Statement with the U.S. Securities and Exchange Commission (the "Commission"); and

WHEREAS, the Parties wish to enter into this Agreement, pursuant to which the Company shall purchase from the Investors, and the Investors may sell and transfer to the Company, in each case, subject to the conditions set forth herein, certain shares of Common Stock (as defined herein) of AEHA, which the Investors purchase in the open market including from redeeming stockholders of AEHA and do not redeem prior to the closing of the Business Combination (the "BC Closing") (the "Shares") on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises, representations, warranties and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties agree as follows:

Agreement

1) **Sale of Shares; Shares Purchase and Sale; Closing; Fees.**

a) Forward Share Purchase. Subject to the conditions set forth in Section 4, on the date that is 36 months after the BC Closing (the "Put Date"), the Investors may elect to sell and transfer to the Company, and the Company shall purchase from the Investors, up to that number of Shares that are then held by the Investors, but not to exceed 4,000,000 Shares in the aggregate unless otherwise agreed to in writing by all Parties, at a price per Share equal to the Redemption Price (as defined in Section 9.2(a) of the Current Charter) (the "Shares Purchase Price"). Each Investor will attempt to notify the Company and the Escrow Agent (as defined herein) in writing

at least five (5) Business Days (as defined herein) prior to the Put Date whether or not such Investor is exercising such Investor's right to sell any of the Shares held by such Investor to the Company pursuant to this Agreement; provided that, if the Put Date is accelerated for any reason pursuant to the terms herein, then such notice shall be due promptly after the Investors become aware of such acceleration (each, a "Shares Sale Notice"). Any Investor that fails to timely deliver a Shares Sales Notice in accordance with the immediately preceding sentence shall be deemed to have sold any remaining Shares to the Company pursuant to this Agreement. For the avoidance of doubt, this Agreement shall not apply to any Shares purchased by the Investors after the date of the BC Closing.

b) Shares Closing. If a Shares Sale Notice is timely delivered by any Investor to the Company and Escrow Agent, or, in the event any Investor fails to deliver a Shares Sales Notice in writing at least five (5) Business Days (as defined herein) prior to the Put Date, the closing of the sale of the Shares contemplated in each such timely delivered Share Sales Notice or then held by the Investors (the "Shares Closing") shall occur no later than the Put Date. On the Put Date, each selling Investor shall deliver, or cause to be delivered, the Shares subject to the applicable Shares Sale Notice, or otherwise being sold by such selling Investor to the Company, free and clear of all liens and encumbrances to Escrow Agent and, in exchange therefor, the Escrow Agent shall deliver to each such selling Investor(s) an amount equal to (i) the Shares Purchase Price multiplied by (ii) the number of Shares being sold by such selling Investor to the Company (with respect to any particular selling Investor, the "Investor Shares Purchase Price"), which shall be paid by wire transfer of immediately available funds from the Escrow Account. The Escrow Agent shall, (i) without delay, release from the Escrow Account to each selling Investor on the Put Date, for such selling Investor's use without restriction, an amount equal to the applicable Investor Shares Purchase Price, and (ii) promptly deliver such sold Shares to the Company. Upon termination of the agreement governing the terms of the Escrow Account to be established in connection herewith, all interest accrued on the escrowed property shall be promptly released to the Investors. The Put Date may be accelerated by the Investor if (i) the Shares are delisted from a Qualified Exchange, (ii) the Agreement is terminated for any reason after the closing of the Business Combination, or (iii) during any 30 consecutive trading day period following the closing of the Business Combination, the VWAP Price (as defined below) for 20 trading days during such period shall be less than \$3.00 per Share. For purposes of this Agreement, the "VWAP Price" per Share shall be determined for any trading day or any specified trading period using the Rule 10b-18 volume weighted average price per share of Common Stock as reported via a Bloomberg Terminal by searching "AEHA <Equity> AQR SEC" (or any successor thereto). In addition to the aforementioned cash consideration, on the Put Date, the Company shall transfer to the Investor(s) the product of (i) any remaining Shares then held by the Investors and (ii) \$2.50 (the "Maturity Consideration"). The Maturity Consideration shall be paid in shares of Common Stock based on the VWAP Price over 30 trading days commencing on (i) the Put Date to the extent the shares used to pay the Maturity Consideration are freely tradeable by Investors, or (ii) if not freely tradeable by Investors, the date on which the shares used to pay the Maturity Consideration are registered (such registration to not be unreasonably withheld) under the Securities Act and delivered to Investors.

c) Fees. AEHA shall reimburse Investors for all reasonable and necessary brokerage commissions incurred in connection with the Investors' acquisition of Shares, in an amount not to exceed \$0.05 per Share and \$0.02 per disposition of each Share. Furthermore, AEHA shall pay to Investors a structuring fee (the "Structuring Fee") in the amount of \$5,000 on the first trading day of each calendar quarter or, if such date is not a local business day, the next following local business day, payable in advance. The Structuring Fee shall be paid beginning on the date of this Agreement and shall continue to be paid for so long as any Investor owns Shares.

2) Representations and Warranties of the Investors. Each Investor represents and warrants to AEHA, Ocean Biomedical and the Company, severally and not jointly, as follows:

a) Organization and Power. Such Investor is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to carry on its business as presently conducted and as proposed to be conducted.

b) Authorization. Such Investor has full power and authority to enter into this Agreement. This Agreement, when executed and delivered by such Investor will constitute the valid and legally binding obligation of such Investor enforceable against it in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies ((i) and (ii) collectively, the "Enforceability Exceptions").

c) Governmental Consents and Filings. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of such Investor in connection with the consummation of the transactions contemplated by this Agreement (collectively, the "Transactions") other than disclosure reports regarding such transactions that such Investor is required to file in accordance with the terms of the Exchange Act (as defined below).

d) Compliance with Other Instruments. The execution, delivery and performance by such Investor of this Agreement and the consummation by such Investor and the other Investors of the Transactions will not result in any violation or default (i) of any provisions of its organizational documents, (ii) of any instrument, judgment, order, writ or decree to which it is a party or by which it is bound, (iii) under any note, indenture or mortgage to which it is a party or by which it is bound, (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound, or (v) of any provision of federal or state statute, rule or regulation applicable to it, in each case (other than clause (i)), which would have a material adverse effect on such Investor or any of the other Investors or its or their ability to consummate the Transactions.

e) Disclosure of Information. Such Investor has had an opportunity to discuss AEHA's and the Company's business, management and financial affairs, and the terms and conditions of this Agreement, as well as the terms of the Business Combination, with AEHA's management.

f) No Other Representations and Warranties; Non-Reliance. Except for the specific representations and warranties contained in this Section 2 and in any certificate or written agreement delivered pursuant hereto, neither any Investor nor any person acting on behalf of such Investor nor any of such Investor's affiliates (collectively, the "Investor Parties") has made, makes or shall be deemed to make any other express or implied representation or warranty with respect to such Investor or the other Investors, and the Investor Parties disclaim any such representation or warranty. Except for the specific representations and warranties expressly made by AEHA in Section 3 of this Agreement, in any certificate or written agreement delivered pursuant hereto and in any public filings, the Investor Parties specifically disclaim that they are relying upon any other representations or warranties that may have been made by the AEHA Parties (as defined below). Notwithstanding anything to the contrary contained in this Agreement: (i) each Investor is acting for its own account, and has made its own independent decisions to enter into the Transactions and as to whether the Transactions are appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary; (ii) each Investor is not relying on any communication (written or oral) of any AEHA Party as investment advice or as a recommendation

to enter into the Transactions, it being understood that information and explanations related to the terms and conditions of the Transactions will not be considered investment advice or a recommendation to enter into the Transactions; and (iii) no communication (written or oral) received from any AEHA Party will be deemed to be an assurance or guarantee as to the expected results of the Transactions.

3) Representations and Warranties of AEHA. AEHA and Ocean Biomedical represent and warrant to the Investors, severally and not jointly, as follows:

a) Organization and Corporate Power. AEHA is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted. Except for the wholly owned subsidiary AEHA Merger Sub Inc., a Delaware corporation, established specifically in connection with the business combination and which has no other purpose or business, as of the date hereof, AEHA has no subsidiaries.

b) Authorization. All corporate action required to be taken by AEHA's Board of Directors (the "AEHA Board") in order to authorize AEHA to enter into this Agreement has been taken. This Agreement, when executed and delivered by AEHA, shall constitute the valid and legally binding obligation of AEHA, enforceable against AEHA in accordance with its term, subject to the effect of the Enforceability Exceptions.

c) Disclosure. AEHA has not disclosed to the Investors material non-public information with respect to AEHA or the Business Combination, other than any such information that shall be publicly disclosed by AEHA either by the issuance of a press release or the filing with the Commission a Current Report on Form 8-K, in each case, by 9:00 a.m., Eastern Time on the first Business Day immediately following the date that the Parties enter into this Agreement. Such public disclosure shall disclose the name of the Investors as having entered into the Agreement.

d) Governmental Consents and Filings. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of AEHA in connection with the consummation of the Transactions, other than disclosure reports regarding such transactions AEHA is required to file in accordance with the terms of the Exchange Act.

e) Compliance with Other Instruments. The execution, delivery and performance by AEHA of this Agreement and the consummation by AEHA of the Transactions will not result in any violation or default (i) of any provisions of its organizational documents, (ii) of any instrument, judgment, order, writ or decree to which it is a party or by which it is bound, (iii) under any note, indenture or mortgage to which it is a party or by which it is bound, (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound, or (v) of any provision of federal or state statute, rule or regulation applicable to it, in each case (other than clause (i)), which would have a material adverse effect on AEHA or its ability to consummate the Transactions.

f) Adequacy of Financing. The Company will have available to it sufficient funds to satisfy its obligations under this Agreement.

g) SEC Filings. To AEHA's and Ocean Biomedical's knowledge, none of AEHA's or Ocean Biomedical's reports and other filings with the Commission, or disclosure therein, as of their respective dates, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. AEHA and Ocean Biomedical have and will comply with the Securities and Exchange Commission's Compliance and Disclosure

Interpretation No. 166.01 for all relevant public disclosure in connection with this Agreement and the transactions contemplated hereby.

h) **Minimum Shares Outstanding.** AEHA represents and warrants that, provided that the total number of Shares beneficially owned by the Investors as of the date of the BC Closing does not exceed 4,000,000 shares, such Shares will represent less than 9.9% of the total number of outstanding shares of the Company as of the date of the BC Closing.

i) **No Other Representations and Warranties; Non-Reliance.** Except for the specific representations and warranties contained in this Section 3 and in any certificate or written agreement delivered pursuant hereto or in any public filings, neither AEHA or any person on behalf of AEHA nor any of AEHA's affiliates (collectively, the "AEHA Parties") has made, makes or shall be deemed to make any other express or implied representation or warranty with respect to AEHA, the Company, the Transactions or the Business Combination, and the AEHA Parties disclaim any such representation or warranty. Except for the specific representations and warranties expressly made by the Investors in Section 2 of this Agreement and in any certificate or agreement delivered pursuant hereto, the AEHA Parties specifically disclaim that they are relying upon any other representations or warranties that may have been made by the Investor Parties. Notwithstanding anything to the contrary contained in this Agreement: (i) AEHA is acting for its own account, and has made its own independent decisions to enter into the Transactions and as to whether the Transactions are appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary; (ii) AEHA is not relying on any communication (written or oral) of any Investor as investment advice or as a recommendation to enter into the Transactions, it being understood that information and explanations related to the terms and conditions of the Transactions will not be considered investment advice or a recommendation to enter into the Transactions; and (iii) no communication (written or oral) received from any Investor will be deemed to be an assurance or guarantee as to the expected results of the Transactions.

4) Additional Agreements.

a) **No Redemptions; No Tenders.** Each Investor agrees that in the event Investor purchases Shares of Common Stock in connection herewith, each Investor shall purchase such shares at a price per share no higher than the Redemption Price and not to, (i) request redemption of any of the Shares in conjunction with the closing of the Business Combination except as may be required to not exceed the Beneficial Ownership Limit, (ii) tender the Shares to AEHA in response to any redemption or tender offer that AEHA may commence for shares of its Class A common stock, par value \$0.0001 per share (the "Common Stock") in conjunction with the vote to approve the Business Combination, or (iii) vote such Shares in favor of approving the Business Combination transaction.

b) **Option to Purchase Additional Shares and Certain Derivatives.** AEHA hereby acknowledges and agrees that nothing in this Agreement shall prohibit the Investors from purchasing from third parties prior to the BC Closing additional shares of Common Stock, or any warrants, convertible notes or options (including puts or calls) of AEHA all of which shares shall be deemed and treated as "Shares" subject to this Agreement; *provided* that the aggregate number of Shares beneficially owned by the Investors and subject to Sections 1 and 4(c) shall not exceed 4,000,000 shares of Common Stock; and provided, further, that no such purchases may directly or indirectly cause the Investors to be unable to comply with the terms and obligations hereunder, including because such additional purchases of securities would cause the Investors, taken as a group, to beneficially own securities in excess of the Beneficial Ownership Limit.

c) Open Market Sales. Notwithstanding anything to the contrary herein, and without limiting the terms hereof, the Parties agree that the Investors shall have the right, but not the obligation, at its sole discretion, to sell any or all of the Shares in the open market at any time.

d) Limited Transfer/Assignment/Syndication Rights. AEHA acknowledges and agrees that, prior to the Put Date, the Investors shall not, at any time, hold Shares that would cause them to exceed the Beneficial Ownership Limit, and in any such case, shall be permitted to accelerate the Put Date with respect to only those Shares that would have otherwise caused them to exceed the Beneficial Ownership Limit. Further, throughout the term of this Agreement, the Investor shall be permitted to engage in limited transfers or assignments of Shares to controlled affiliates or to other funds or entities under Common Control with the original Investors, with prior written approval by the Company, not to be unreasonably withheld (any such transfer, a "Permitted Transfer"); provided, however, that prior to engaging in any such Permitted Transfer, the Investor shall have delivered to the Company a joinder to this Agreement in form and substance acceptable to the Company and any such other documents as may be reasonably requested by the Company to evidence such new holder's compliance with and agreement to be bound hereby; and provided, further that in no event shall any such Permitted Transfer relieve an Investor from its duties and obligations hereunder with respect to the Shares not so transferred.

e) Escrow.

i) Simultaneously with the closing of the Business Combination, AEHA shall transfer, for good and valuable consideration, the receipt, sufficiency and adequacy of which AEHA hereby acknowledges, into an escrow account for the benefit of the Investors (the "Escrow Account") with Continental Stock Transfer & Trust Company (the "Escrow Agent"), subject to the terms of a written escrow agreement (the "Escrow Agreement") substantially in the form attached as Exhibit A hereto (with any customary changes as reasonably requested by the Escrow Agent) and to be entered into on or prior to the time reversals of redemptions in connection with the Business Combination are no longer permitted, an amount equal to the Shares Purchase Price (the "Per Share Escrowed Amount") multiplied by the number of Shares held by the Investors as of the closing of the Business Combination (the "Escrowed Funds").

ii) The Escrow Agreement shall irrevocably cause the Escrow Agent to release from the Escrow Account the aggregate Shares Purchase Price in accordance with Section 1 on the Put Date, and the additional payments to be made to the Investors in accordance with Section 4(e)(iii)(b) and to the Company in accordance with Section 4(e)(iii)(a) and (iv), if applicable.

iii) Within three (3) Business Days upon receipt by the Escrow Agent and the Company of written notice that any Investor has sold Shares as provided in Section 4(c), the Escrow Agent (a) will release to the Company for the Company's use without restriction an aggregate cash amount equal to (x) the number of Shares sold multiplied by (z) the Reset Price (item (z) being referred to herein as the "Open Market Sale Payment"), and (b) shall release to such Investor an amount in cash equal to the product of (I) the number of Shares sold in the open market as provided in Section 4(c) multiplied by (II) the difference of (A) the Per Share Escrowed Amount minus (B) the Open Market Sale Payment.

iv) In the event that any Investor elects not to sell to the Company any Shares held by such Investor on the Put Date by such Investor delivering a written notice to the Company on behalf of itself stating such Investor's intention not to sell any Shares

to the Company, the Company may promptly issue instructions to the Escrow Agent to release from the Escrow Account to the Company for the Company's use without restriction an amount equal to (x) Per Share Escrowed Amount multiplied by (y) the number of Shares such Investor so elects not to sell to the Company.

f) Notification. AEHA shall promptly notify the Investors of the occurrence of any event that would make any of the representations and warranties of AEHA set forth in Section 3 untrue or incorrect at any time between the date of this Agreement and the Put Date.

g) Security Agreement in Escrow Account. To secure the obligations of AEHA and the Company under this Agreement, effective as of the Business Day immediately following the date of the BC Closing, AEHA and the Company each grant to the Investors a security interest in, and lien on, all right, title, and interest of AEHA and the Company in and to the Escrow Account in respect of all funds required to satisfy AEHA's and the Company's obligations hereunder, the Escrow Agreement, all rights related thereto, and all proceeds, products, and profits of the foregoing. In the event of a default by AEHA or the Company under this Agreement or the Escrow Agreement, then, in addition to any other rights the Investors may have under this Agreement, the Escrow Agreement, and applicable law, the Investors shall also have the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York. AEHA and the Company shall use commercially reasonable efforts to prepare and file such UCC financing statements or other documents as reasonably directed by the Investors with respect to their security interests (but in any event at no time prior to consummation of the Business Combination).

h) Indemnification. AEHA and any succeeding entities (referred to as the "Indemnitor") agrees to indemnify the Investors and their affiliates and their respective officers, directors, employees, agents and shareholders (collectively referred to as the "Indemnitees") against, and hold them harmless of and from, any and all Damages (as defined below), which the Indemnitees may suffer or incur by reason of any inquiry (whether voluntary or otherwise), action, claim or proceeding, in each case, brought by the Commission, any governmental agencies, a securities holder of AEHA or the Company, subscriber for securities or third party creditor of AEHA, the Company or any of their respective subsidiaries, arising out of, in connection with, or relating to, the execution or delivery of this Agreement, the performance by AEHA of its obligations under this Agreement (which shall include an obligation of AEHA to provide advanced notice to the Investors upon any repurchase of shares of Common Stock after the BC Closing (a "Repurchase Notice"), any breach of any covenant or representation made by AEHA in this Agreement, regulatory filings made by AEHA related to the Agreement (other than as relates to any information provided by or on behalf of Investors or their affiliates), or the consummation by AEHA of the transactions contemplated hereby, any consequences therefrom or asserting that the Investors are not entitled to receive the aggregate Share Purchase Price or such other amount as they are entitled to receive pursuant to Section 1(a) or Section (4)(e)(iii)(b) of this Agreement, in each case unless such action, claim or proceeding is the result of Indemnitee's material breach of any covenant, representation or other obligations in this Agreement or of the fraud, bad faith, willful misconduct or gross negligence of any Indemnitee. If for any reason the foregoing indemnification is unavailable to any Indemnitee or insufficient to hold harmless any Indemnitee, then AEHA shall contribute, to the maximum extent permitted by law, to the amount paid or payable by the Indemnitee as a result of such loss, claim, damage or liability. Notwithstanding the foregoing, AEHA shall not be responsible, or be required to indemnify the Investors in any respect, for Damages suffered or incurred by reason of any action (or inaction) in connection with any Investor's required disclosure of (or failure to disclose) any information by or with respect to the Investors or any other Indemnitees in connection with entering into this Agreement or the Indemnitees' participation in any respect in the transactions that are the subject matter hereof, including, without limitation, any regulatory filings made by any Investor or any Indemnitee (other than as relates to any information provided by or on behalf of AEHA or the Company, including without limitation any failure by AEHA to provide a Repurchase Notice) in connection herewith

or any other matter with regard to which the Indemnitee has no direct knowledge or information with reasonable inquiry.

i) No Dividends or Distributions. In the event that, prior to the Put Date, should AEHA declare or pay any dividends on, or make any other distributions to holders of, shares of its Common Stock, whether in cash, in kind or otherwise, no Investor shall be entitled to receive the dividend on any of such Shares and each Investor hereby affirmatively agrees to waive and forgo any right to receive any such dividends or other distributions. If, nevertheless, an Investor receives any such dividend or distribution for any Share Investors elect to sell and transfer to the Company on the Put Date, whether in cash or otherwise, the Investors shall pay or deliver to the Company the amount of such dividend or distribution actually received by the Investor within five (5) Business Days for those Shares.

j) Change in Law. If, at any time after the date hereof until the termination of this Agreement, (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law) or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), a Party to this Agreement determines in good faith that (x) it has become illegal to hold, acquire or dispose of any Shares or (y) it will incur a materially increased cost in performing its obligations under this Agreement (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position), then such Party may elect to terminate this Agreement by providing written notice at least five (5) Business Days in advance of such termination, which termination shall have the effect of accelerating the Put Date to the date of termination and which put rights shall survive the termination of this Agreement.

k) Adjustments for Stock Splits, Recharacterization or Reclassification. Upon the occurrence of any pro-rata stock split, subdivision, consolidation, recharacterization or reclassification of the Shares (unless resulting in a Merger Event), this Agreement shall automatically be modified in good faith and in a commercially reasonable manner to arithmetically account for any such event.

l) Merger Event. Upon the occurrence of any (i) reclassification or change to the Shares resulting in a transfer of or an irrevocable commitment to transfer all of the Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the issuer of the Shares into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which the issuer of the Shares is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% of the outstanding Shares that results in a transfer or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the issuer of the Shares or its subsidiaries with or into another entity in which the issuer of the Shares is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event representing less than 50% of the outstanding Shares immediately following such event (collectively, a "Merger Event"), then the Company may elect, by providing written notice to the Investors, to terminate this Agreement as of the fifth Business Day following the date of such Merger Event, which termination shall have the effect of accelerating the Put Date to the date of termination and which put rights shall survive the termination of this Agreement.

5) Termination.

a) This Agreement may be terminated as follows:

i) at any time by mutual written consent of AEHA, on the one hand, and the Investors, on the other hand;

ii) at the election of the Investors if (a) the Business Combination fails to close by the Outside Date (as such term is defined in the Business Combination Agreement, and as such Outside Date may be amended or extended from time to time) or (b) the Business Combination Agreement is terminated pursuant to its terms prior to the closing of the Business Combination;

iii) at the election of the Investors should the Shares cease to be listed on a Qualified Exchange or upon the filing of a Form 25 by AEHA relating to the Common Stock;

iv) at the election of the Investors should a Material Adverse Change occur (as defined herein);

v) automatically, if AEHA is dissolved or liquidated, in which case Investors shall be permitted to redeem all Shares pursuant to the redemption rights under AEHA's Current Charter; or

vi) at the election of the Investors if the Escrow Agreement has not been fully executed by all parties thereto on or prior to the time reversals of redemptions in connection with the Business Combination are no longer permitted.

b) Subject to payments due pursuant to Section 5(c), which shall survive any termination of this Agreement, in the event of termination in accordance with this Section 5, this Agreement shall forthwith become null and void and have no effect, without any liability on the part of MSOF, MSTO, MCP, AEHA, or the Company and their respective directors, officers, employees, partners, managers, members, or stockholders and, except as otherwise provided in this Agreement and all rights and obligations of each Party shall immediately cease; provided, however, that nothing contained in this Section 5 shall relieve any Party from liabilities or Damages arising out of any actual fraud or willful breach by such party of any of its representations, warranties, covenants or agreements contained in this Agreement prior to termination of this Agreement; and provided, further, that any such termination shall have the effect of accelerating the Put Date to the date of termination, which put rights shall survive the termination of this Agreement.

c) In the event that this Agreement is terminated for any reason pursuant to this Section 5: (i) all (a) Structuring Fees and (b) attorney fees and other reasonable expenses related thereto incurred by Investors or their affiliates in connection with this Transaction, plus (ii) \$1,000,000 (collectively, "Break-Up Fees") shall immediately become due and payable to the Investors; provided, however, no such Break-Up Fees shall be due or payable where this Agreement is terminated as a result of a material breach of Investors' obligations under this Agreement. AEHA and Ocean Biomedical shall be jointly and severally liable for any Break-Up Fees payable hereunder.

6) General Provisions.

a) Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (i) personal delivery to the Party to be notified, (ii) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, (iii) five (5) Business Days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next

Business Day delivery, with written verification of receipt. All notices and other communications sent to a Party shall be sent to the e-mail address or address as set forth on the signature page of such Party hereto, or to such e-mail address or address as subsequently modified by written notice given by such Party in accordance with this Section 6(a).

b) No Finder's Fees. Except as provided in Section 1 of this Agreement, each Party represents that it neither is nor will be obligated for any finder's fee or commission in connection with the Transactions. Each Investor agrees to indemnify and to hold harmless AEHA from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of the Transactions (and the costs and expenses of defending against such liability or asserted liability) for which the Investors, or any of their respective officers, employees or representatives is responsible or arising out of any agreement entered into by any such person or entity. AEHA agrees to indemnify and hold harmless the Investors from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of the Transactions (and the costs and expenses of defending against such liability or asserted liability) for which AEHA or any of its officers, employees or representatives is responsible or arising out of any agreement entered into by any such person or entity.

c) Survival of Representations and Warranties. All of the representations and warranties contained herein shall survive the Shares Closing.

d) Entire Agreement. This Agreement, together with any documents, instruments and writings that are delivered pursuant hereto or referenced herein, constitute the entire agreement and understanding of the Parties in respect of its subject matter and supersedes all prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof or to the Transactions.

e) Successors. All of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the Parties and their respective successors. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

f) Assignments. Except as otherwise specifically provided herein, no Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the each of the other Parties.

g) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Signatures sent by facsimile transmission or in PDF format shall be deemed to be originals for all purposes of this Agreement.

h) Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

i) Governing Law; Jurisdiction. This Agreement, the entire relationship of the Parties, and any litigation among the Parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Delaware, without giving effect to its choice of laws or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any dispute arising from or relating to the relative rights of the parties hereto and all other questions concerning the construction, validity

and interpretation of this Agreement, shall be brought exclusively in the Court of Chancery of the State of Delaware (the "Court of Chancery") or, to the extent the Court of Chancery does not have subject matter jurisdiction, the United States District Court for the District of Delaware and the appellate courts having jurisdiction of appeals in such courts (the "Delaware Federal Court") or, to the extent neither the Court of Chancery nor the Delaware Federal Court has subject matter jurisdiction, the Superior Court of the State of Delaware (the "Chosen Courts"), and, solely with respect to any such action (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action in the Chosen Courts, and (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto.

j) MUTUAL WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY.

k) Amendments. This Agreement may not be amended, modified or waived as to any particular provision, except with the prior written consent of all Parties.

l) Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that, if any provision of this Agreement, as applied to any Party or to any circumstance, is adjudged by a governmental authority, arbitrator, or mediator not to be enforceable in accordance with its terms, the Parties agree that the governmental authority, arbitrator, or mediator making such determination will have the power to modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its reduced form, such provision will then be enforceable and will be enforced.

m) Expenses. AEHA shall pay the reasonable and documented out-of-pocket fees and expenses of legal counsel to the Investors as agreed by the Parties within 10 business days upon receipt of itemized invoices from Investors. AEHA shall also pay all fees and expenses in connection with establishing and maintaining the Escrow Account.

n) Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation 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. For purposes of this Agreement, "Business Day" means any day other than Saturday, Sunday, or a day on which commercial banks in New York are obligated by any applicable law to close. Any reference to any federal, state, local, or foreign law will be deemed also to refer to law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The Parties intend that each representation, warranty, and covenant contained herein will have independent significance. If a Party has breached any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which such party has not breached will not detract from or mitigate

the fact that such party is in breach of the first representation, warranty, or covenant.

o) Waiver. No waiver by a Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent occurrence.

p) Limitation on Liability. Prior to the consummation of the Business Combination, this Agreement, and the ability of any Investor to recover any remedy for any Damages pursuant or in connection with this Agreement shall be limited and subject entirely, in all respects, to the waiver against trust provisions set forth in Schedule 6(p) hereto.

q) Specific Performance. Each Party agrees that irreparable damage may occur in the event any provision of this Agreement was not performed by any other Party in accordance with the terms hereof and that the other Parties shall be entitled to seek specific performance of the terms hereof, in addition to any other remedy at law or equity.

r) Rule 10b5-1.

i) The Company represents and warrants to the Investors that Company is not entering into this Agreement to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for the Shares) for the purpose of inducing the purchase or sale of such securities or otherwise in violation of the Exchange Act, and the Company represents and warrants to the Investors that the Company has not entered into or altered, and agrees that the Company will not enter into or alter, any corresponding or hedging transaction or position with respect to the Shares. The Company acknowledges that it is the intent of the parties that this Agreement comply with the requirements of paragraphs (c)(1)(i)(A) and (B) of Rule 10b5-1 under the Exchange Act ("Rule 10b5-1") and this Agreement shall be interpreted to comply with the requirements of Rule 10b5-1(c).

ii) The Company agrees that it will not seek to control or influence the Investors' decision to make any "purchases or sales" (within the meaning of Rule 10b5-1(c)(1)(i)(B)(3)) under this Agreement, including, without limitation, the Investors' decision to enter into any hedging transactions. The Investors represent and warrant that they have consulted with their own advisors as to the legal aspects of its adoption and implementation of this Agreement under Rule 10b5-1.

iii) The Company acknowledges and agrees that any amendment, modification, waiver or termination of this Agreement must be affected in accordance with the requirements for the amendment or termination of a "plan" as defined in Rule 10b5-1(c). Without limiting the generality of the foregoing, the Company acknowledges and agrees that any such amendment, modification, waiver or termination shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5, and no such amendment, modification or waiver shall be made at any time at which the Company or any officer, director, manager or similar person of the Company is aware of any material nonpublic information regarding the Company or the Shares.

7) **Definitions**. For purposes of this Agreement, the following terms shall have the following meanings:

a) Beneficial Ownership Limit. Means, with respect to any Investor, 9.99% of the number of shares of Common Stock outstanding.

- b) Common Control. Means a condition where two or more persons, either through ownership, management, contract, or otherwise, are under the control of one group or person.
 - c) Current Charter. Means the Amended and Restated Certificate of Incorporation of AEHA as amended, supplemented or amended and restated and in effect from time to time or as of each relevant time.
 - d) Damages. Means loss, liability, cost, damage and expense, including without limitation, reasonable and documented out-of-pocket expenses and reasonable and documented outside counsel fees as they are incurred in relation to actions (or inactions) of a party or parties, as applicable.
 - e) Definitive Proxy Statement. Means the definitive proxy statement of AEHA containing proposals to be submitted to the AEHA stockholders in connection with the approval by AEHA's stockholders of the proposed Business Combination, a copy of which will be filed with the Commission and sent to stockholders.
 - f) Material Adverse Change. Means any change, event, or occurrence, that, individually or when aggregated with other changes, events, or occurrences has had a materially adverse effect on the business, assets, financial condition or results of operations of AEHA and its subsidiaries, taken as a whole; provided, however, that no change, event, occurrence or effect arising out of or related to any of the following, alone or in combination, shall be taken into account in determining whether a Material Adverse Change pursuant to this clause has occurred: (i) acts of war (whether or not declared), sabotage, military or para-military actions or terrorism, or any escalation or worsening of any such acts, or changes in global, national or regional political or social conditions; (ii) earthquakes, hurricanes, tornados, epidemics and pandemics declared by the World Health Organization or any other reputable third party organization (including the COVID-19 virus) or other natural or man-made disasters; (iii) changes attributable to the public announcement or pendency of the transactions contemplated herein (including the impact thereof on relationships with customers, suppliers, employees or governmental authorities); (iv) changes or proposed changes in law, regulations or interpretations thereof or decisions by courts or any governmental authority; (v) changes or proposed changes in GAAP (or any interpretation thereof); (vi) any downturn in general economic conditions, including changes in the credit, debt, securities, financial, capital or reinsurance markets (including changes in interest or exchange rates or the price of any security, market index or commodity), in each case, in the United States or anywhere else in the world; (vii) events or conditions generally affecting the industries and markets in which AEHA operates; (viii) any failure to meet any projections, forecasts, estimates, budgets or financial or operating predictions of revenue, earnings, cash flow or cash position, provided that this clause (viii) shall not prevent a determination that any change, event, or occurrence underlying such failure (unless otherwise excluded by the other clauses of this proviso) has resulted in a Material Adverse Change; or (ix) any actions expressly required to be taken, or expressly required not to be taken, pursuant to the terms hereof; provided, however, that if a change or effect related to clause (ii) or clauses (iv) through (vii) disproportionately adversely affects AEHA and its subsidiaries, taken as a whole, compared to other persons operating in the same industry as AEHA, then such disproportionate impact may be taken into account in determining whether a Material Adverse Change has occurred.
 - g) Public Stockholders. Means holders of Common Stock underlying the units sold in AEHA's initial public offering, including any over-allotment securities acquired by AEHA's underwriters.
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- h) Qualified Exchange. Means the New York Stock Exchange or the Nasdaq Stock Market.
- i) Reset Price. For purposes of Section 4(e)(iii), the Reset Price for each sale pursuant to Section 4(c) immediately following the BC Closing, the Reset Price shall initially equal \$10.20. The Reset Price shall be adjusted at the open of trading on the first trading day of each month commencing on the first calendar month following the closing of the Business Combination to be the lowest of (a) the then-current Reset Price, (b) \$10.20 and (c) the VWAP Price of the last ten (10) trading days of the prior calendar month, but not lower than \$5.00; provided, however, that if AEHA or the Company offers and sells or issues any shares or debt or securities that are convertible into or exchangeable or exercisable for shares (including, but not limited to, any equity line of credit or similar facility determined based on the per share price of any draw by AEHA on such facility (with notice of any such draw to be provided to Investors within one (1) business day of such draw), and excluding securities issued or issuable as merger consideration in connection with the Business Combination Agreement, with such exclusion applicable only to the extent the terms and related agreements are not amended with respect to such securities), at a price lower than, or upon any conversion or exchange or exercise price of currently outstanding or future issuances of any securities convertible or exchangeable or exercisable for shares (other than any incentive equity outstanding immediately following the closing of the Business Combination, with such exclusion applicable only to the extent the terms and related agreements are not amended with respect to such securities) being equal to a price lower than, the then-current Reset Price (the "Offering Price"), then the Reset Price shall be further reduced to equal the Offering Price.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement to be effective as of the date first set forth above.

MSOF:

METEORA SPECIAL OPPORTUNITY FUND I, LP

By: 
By: Vik Mittal (Oct 4, 2022 13:56 EDT)

Name: Vik Mittal
Title: CIO/Managing Member
Address for Notices:
1200 N Federal Hwy, Suite 200
Boca Raton, FL 33432
team@meteoracapital.com

MCP:

METEORA CAPITAL PARTNERS, LP

By: 
By: Vik Mittal (Oct 4, 2022 13:56 EDT)

Name: Vik Mittal
Title: CIO/Managing Member
Address for Notices:
1200 N Federal Hwy, Suite 200
Boca Raton, FL 33432
team@meteoracapital.com

MSTO:

METEORA SELECT TRADING OPPORTUNITIES MASTER, LP

By: 
By: Vik Mittal (Oct 4, 2022 13:56 EDT)

Name: Vik Mittal
Title: CIO/Managing Member
Address for Notices:
1200 N Federal Hwy, Suite 200
Boca Raton, FL 33432
team@meteoracapital.com

[Signature Page to Forward Share Purchase Agreement]

AEHA:

AESTHER HEALTHCARE ACQUISITION CORP.

By:  _____

Name: Suren Ajjarapu

Title: CEO

Address for Notices:

515 Madison Avenue, Suite 8078

New York, NY 10022

Email: suren@aestherhealthcarespac.com

OCEAN BIOMEDICAL:

OCEAN BIOMEDICAL, INC.

By: 
[Chirinjeev Kathuria \(Oct 4, 2022 15:29 CDT\)](#)

Name: Chirinjeev Kathuria

Title: Executive Chairman

Address for Notices:

55 Claverick St., Room 325

Providence, RI 02903

Email: ckathuria@oceanbiomedical.com

[Signature Page to Forward Share Purchase Agreement]

Schedule 6(p)

The Investors hereby represent and warrant that each has read the final prospectus of AEHA, dated as of September 14, 2021 and filed with the SEC on September 16, 2021 (File No. 333-258012) (the "IPO Prospectus") and understands that AEHA has established the trust account with the proceeds from the IPO in accordance with the IPO Prospectus (the "Trust Account") containing the proceeds of AEHA initial public offering (the "IPO") and the over-allotment shares acquired by AEHA's underwriters and from certain private placements occurring simultaneously with the IPO (including interest accrued from time to time thereon) for the benefit of AEHA's public stockholders (including over-allotment shares acquired by AEHA underwriters) (the "Public Stockholders") and that, except as otherwise described in the IPO Prospectus, AEHA may disburse monies from the Trust Account only: (a) to the Public Stockholders in the event they elect to redeem their shares of Common Stock in connection with the consummation of its initial business combination or in connection with an amendment to AEHA's organizational documents to extend AEHA's deadline to consummate its initial business combination, (b) to the Public Stockholders if AEHA fails to consummate its initial business combination within twelve (15) months after the closing of the IPO (or up to 18 months if further extended), subject to extension by amendment to AEHA's organizational documents, (c) with respect to any interest earned on the amounts held in the Trust Account, amounts necessary to pay for any taxes and up to \$100,000 in dissolution expenses, and (d) to AEHA after or concurrently with the consummation of its initial business combination. For and in consideration of AEHA entering into this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Investors hereby agree on behalf of themselves and their respective affiliates that, notwithstanding anything to the contrary in this Agreement, neither the Investors nor any of their respective affiliates do 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 AEHA or any of its representatives, on the one hand, and the Investors or any of their respective 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 (collectively, the "Released Claims"). The Investors on behalf of themselves and their respective affiliates hereby irrevocably waive any Released Claims that the Investors or any of their respective affiliates 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, contracts or agreements with AEHA 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 this Agreement or any other agreement with AEHA or its affiliates). The Investors agree and acknowledge that such irrevocable waiver is material to this Agreement and specifically relied upon by AEHA and its affiliates to induce AEHA to enter in this Agreement, and the Investors further intend and understand such waiver to be valid, binding and enforceable against the Investors and each of their respective affiliates under applicable law. To the extent that the Investors or any of their respective affiliates commences any action based upon, in connection with, relating to or arising out of any matter relating to AEHA or its representatives, which proceeding seeks, in whole or in part, monetary relief against AEHA or its representatives, the Investors hereby acknowledge and agree that they and their respective affiliates' sole remedy shall be against funds held outside of the Trust Account and that such claim shall not permit the Investors or any of their respective affiliates (or any person claiming on any of their behalves or in lieu of them) to have any claim against the Trust Account (including any distributions therefrom) or any amounts contained therein. In the event that the Investors or any of their respective affiliates commences action based upon, in connection with, relating to or arising out of any matter relating to AEHA or its

representatives which proceeding seeks, in whole or in part, relief against the Trust Account (including any distributions therefrom) or the Public Stockholders, whether in the form of money damages or injunctive relief, AEHA and its representatives, as applicable, shall be entitled to recover from the Investors and their respective affiliates, as applicable, the associated legal fees and costs in connection with any such action, in the event AEHA or its representatives, as applicable, prevails in such action. This paragraph shall survive termination of this Agreement for any reason and continue indefinitely. Notwithstanding the foregoing, (a) nothing herein shall serve to limit or prohibit the Investors' right to pursue a claim against AEHA for legal relief against monies or other assets held outside the Trust Account, for specific performance or other equitable relief (but excluding (i) restitution, disgorgement or other equitable relief to the extent affecting funds in the Trust Account or (ii) funds released from the Trust Account to the Public Stockholders or any assets purchased or acquired with such funds) in connection with the consummation of the transactions contemplated hereby (including a claim for AEHA to specifically perform its obligations under this Agreement) so long as such claim would not affect AEHA's ability to fulfill its obligation to effectuate the redemptions, and (b) nothing herein shall serve to limit or prohibit any claims that the Investors may have in the future against AEHA's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account and any assets that have been purchased or acquired with any such funds, but excluding distributions to Public Stockholders).



Aesther Healthcare Acquisition Corp (NASDAQ: AEHA) and Ocean Biomedical, Inc. Announce Execution of a Second up to \$40 Million Backstop Agreement, for a Total of up to \$80 Million

NEWS PROVIDED BY Aesther Healthcare Acquisition Corp (NASDAQ: AEHA)

October 5, 2022, 07:45 am ET

NEW YORK and PROVIDENCE, R.I., Oct. 5, 2022 — Aesther Healthcare Acquisition Corp (NASDAQ: AEHA) (“Aesther”), a special purpose acquisition company (“SPAC”) and Ocean Biomedical, Inc. (“Ocean”), a next-generation biopharma company announced today that Aesther has entered into two separate Backstop Agreements for a total of up to \$80 million, with the addition of up to \$40 million from Meteora Special Opportunity Fund I, LP, Meteora Select Trading Opportunities Master, LP, and Meteora Capital Partners, LP (collectively, “Meteora”) in connection with its proposed business combination (the “Business Combination” or the “Transaction”) with Ocean. Previously, Aesther had executed and announced an up to \$40 million Backstop Agreement with Vellar Opportunity Fund SPV LLC-Series 3.

Upon the closing of the Business Combination, Ocean will be a wholly owned subsidiary of Aesther, Aesther will change its name to Ocean Biomedical, Inc., and its common stock and warrants are expected to be listed on Nasdaq, under the symbols “OCEA” and “OCEAW,” respectively.

The combined company will work to accelerate the development of Ocean’s core assets in oncology, fibrosis, and infectious diseases, all based on new target discoveries enabling first-in-class drug and vaccine candidates and developed through past and ongoing grants totaling \$123.9 million.

Suren Ajarapu, Chairman and CEO of Aesther, commented, “We are pleased to announce the execution of an up to \$40 million Backstop Agreement with Meteora.”

“Non-small cell lung cancer is the leading cause of cancer death and second most diagnosed cancer in the United States. Glioblastoma multiforme is a lethal type of brain tumor that affects approximately 28,000 people in the US, with a median survival time of about 15 months. The execution of up to \$80 million in Backstop Agreements will help advance our cancer, fibrosis, and malaria discoveries into their Phase 1 trials, and has the potential to alleviate suffering and save thousands of lives,” said Dr. Chirinjeev Kathuria, co-founder and Executive Chairman.

For more details, please refer to the Company’s Current Report on Form 8-K filed with the Securities Exchange Commission on October 5, 2022, available at <https://www.sec.gov/>.

About Aesther Healthcare Acquisitions Corp.

Aesther is a special purpose acquisition company (SPAC) formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses. Its principals possess public and private market investing experience and operational knowledge to bring value added benefits to Ocean Biomedical. The Aesther team has substantial experience investing in and operating businesses in multiple sectors, as well as a significant long-term track record in creatively structuring transactions to unlock and maximize value.

To learn more, visit www.aestherhealthcarespac.com.

About Ocean Biomedical

Ocean Biomedical, Inc. is a Providence, Rhode Island based biopharma company with an innovative business model that accelerates the development and commercialization of scientifically compelling assets from research universities and medical centers. Ocean Biomedical deploys the funding and expertise to move new therapeutic candidates efficiently from the laboratory to the clinic, and ultimately to the world. Ocean Biomedical is currently developing five promising discoveries that have the potential to achieve life-changing outcomes in lung cancer, brain cancer, pulmonary fibrosis, and the prevention and treatment of malaria. The Ocean Biomedical team is working on solving some of the world's toughest problems, for the people who need it most.

To learn more, visit www.oceanbiomedical.com

Forward-Looking Statements

This press release contains certain statements that are not historical facts and are forward-looking statements within the meaning of the federal securities laws with respect to the merger agreement ("Merger Agreement") between Aesther and Ocean Biomedical and the proposed merger contemplated thereby (the "Transaction"), including without limitation statements regarding the anticipated benefits of the proposed Transaction, the anticipated timing of the proposed Transaction, the implied enterprise value, future financial condition and performance of Ocean Biomedical and the combined company after the closing and expected financial impacts of the proposed Transaction, the satisfaction of closing conditions to the proposed Transaction, the level of redemptions of Aesther's public stockholders and the products and markets and expected future performance and market opportunities of Ocean Biomedical. These forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "intend," "think," "strategy," "future," "opportunity," "potential," "plan," "seeks," "may," "should," "will," "would," "will be," "will continue," "will likely result," and similar expressions, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements are predictions, projections and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties.

These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many factors could cause actual future events to differ materially from the forward-looking statements in this communication, including but not limited to: (i) the risk that the proposed Transaction may not be completed in a timely manner or at all, which may adversely affect the price of Aesther's securities; (ii) the risk that the proposed Transaction may not be completed by Aesther's business combination deadline; (iii) the failure to satisfy the conditions to the consummation of the proposed Transaction, including the approval of the Merger Agreement by the stockholders of Aesther, the satisfaction of the minimum net tangible assets and minimum cash at closing requirements and the receipt of certain governmental, regulatory and third party approvals; (iv) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement; (v) the failure to achieve the minimum amount of cash available following any redemptions by Aesther's stockholders; (vi) redemptions exceeding anticipated levels or the failure to meet The Nasdaq Global Market's initial listing standards in connection with the consummation of the proposed Transaction; (vii) the effect of the announcement or pendency of the proposed Transaction on Ocean Biomedical's business relationships, operating results, and business generally; (viii) risks that the proposed Transaction disrupts current plans and operations of Ocean Biomedical; (ix) the outcome of any legal proceedings that may be instituted against Ocean Biomedical or against Aesther related to the Merger Agreement or the proposed Transaction; (x) changes in the markets in which Ocean Biomedical's competes, including with respect to its competitive landscape, technology evolution, or regulatory changes; (xi) changes in domestic and global general economic conditions; (xii) risk that Ocean Biomedical may not be able to execute its growth strategies; (xiii) risks related to the ongoing COVID-19 pandemic and response, including supply chain disruptions; (xiv) risk that Ocean Biomedical may not be able to develop and maintain effective internal controls; (xv) costs related to the proposed Transaction and the failure to realize anticipated benefits of the proposed Transaction or to realize estimated pro forma results and underlying assumptions, including with respect to estimated stockholder redemptions; (xvi) the ability to recognize the anticipated benefits of the proposed Transaction and to achieve its commercialization and development plans, and identify and realize additional opportunities, which may be affected by, among other things, competition, the ability of Ocean Biomedical to grow and manage growth economically and hire and retain key employees; (xvii) the risk that Ocean Biomedical may fail to keep pace with rapid technological developments to provide new and innovative products and services or make substantial investments in unsuccessful new products and services; (xviii) the ability to develop, license or acquire new therapeutics; (xix) the risk that Ocean Biomedical will need to raise additional capital to execute its business plan, which may not be available on acceptable terms or at all; (xx) the risk that Ocean Biomedical, post-combination, experiences difficulties in managing its growth and expanding operations; (xxi) the risk of product liability or regulatory lawsuits or proceedings relating to Ocean Biomedical's business; (xxii) the risk of cyber security or foreign exchange losses; (xxiii) the risk that Ocean Biomedical is unable to secure or protect its intellectual property; and (xxiv) those factors discussed in Aesther's filings with the SEC and that that will be contained in the proxy statement relating to the proposed Transaction .

The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties that are described in Aesther's Annual Report on Form 10-K for the year ended December 31, 2021, and in the "Risk Factors" section of the preliminary proxy statement and the amendments thereto, the definitive proxy statement, and other documents to be filed by Aesther from time to time with the SEC and which are and will be available at www.sec.gov. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and while Ocean Biomedical and Aesther may elect to update these forward-looking statements at some point in the future, they assume no obligation to update or revise these forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law. Neither Ocean Biomedical nor Aesther gives any assurance that Ocean Biomedical or Aesther, or the combined company, will achieve its expectations. These forward-looking statements should not be relied upon as representing Aesther's or Ocean Biomedical's assessments as of any date subsequent to the date of this press release. Accordingly, undue reliance should not be placed upon the forward-looking statements.

Additional Information and Where to Find It

In connection with the Merger Agreement and the proposed Transaction, Aesther has filed with the U.S. Securities and Exchange Commission (the "SEC") a preliminary proxy statement on Schedule 14A relating to the proposed Transaction. This communication is not intended to be, and is not, a substitute for the proxy statement or any other document that Aesther has filed or may file with the SEC in connection with the proposed Transaction. Aesther's stockholders and other interested persons are advised to read the preliminary proxy statement and the amendments thereto, the definitive proxy statement, when available, and documents incorporated by reference therein filed in connection with the proposed Transaction, as these materials will contain important information about Aesther, Ocean Biomedical, the merger agreement, and the proposed Transaction. When available, the definitive proxy statement and other relevant materials for the proposed Transaction will be mailed to stockholders of Aesther as of a record date to be established for voting on the proposed Transaction. Before making any voting or investment decision, investors and stockholders of Aesther are urged to carefully read the entire proxy statement, when they become available, and any other relevant documents filed with the SEC, as well as any amendments or supplements to these documents, because they will contain important information about the proposed Transaction. Aesther investors and stockholders will also be able to obtain copies of the preliminary proxy statement, the definitive proxy statement, and other documents filed with the SEC that will be incorporated by reference therein, without charge, once available, at the SEC's website at www.sec.gov, or by directing a request to: Aesther Healthcare Acquisition Corp., 515 Madison Avenue, Suite 8078, New York, NY 10022, Attention: Mr. Suren Ajjarapu.

Participants in the Solicitation

Aesther, Ocean Biomedical and their respective directors, executive officers, other members of management and employees may be deemed participants in the solicitation of proxies from Aesther's stockholders with respect to the proposed Transaction. Investors and security holders may obtain more detailed information regarding the names and interests in the proposed Transaction of Aesther's directors and officers in Aesther's filings with the SEC, including, its most recent Annual Report on Form 10-K, and when filed with the SEC, the preliminary proxy statement and the amendments thereto, the definitive proxy statement, and other documents filed with the SEC. Such information with respect to Ocean Biomedical's directors and executive officers will also be included in the proxy statement.

No Offer or Solicitation

This press release is not a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed Transaction and will not constitute an offer to sell or the solicitation of an offer to buy any securities, nor will there be any sale of securities in any states or jurisdictions in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

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