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

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**SCHEDULE 13D**

Under the Securities Exchange Act of 1934

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**ALTEROLA BIOTECH INC.**

(Name of Issuer)

**COMMON STOCK**  
(Title of Class of Securities)

**02152v103**  
(CUSIP Number)

**Terry Rafih**  
c/o Bright Green Corporation  
1033 George Hanosh Boulevard  
Grants, NM 87020  
Tel: (833) 658-1799

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**October 3, 2022**  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page. The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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1.	NAME OF REPORTING PERSON Bright Green Corporation	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS WC	
5.	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 201,761,982 Shares
	8.	SHARED VOTING POWER 338,238,018 Shares <sup>1</sup>
	9.	SOLE DISPOSITIVE POWER 201,761,982 Shares
	10.	SHARED DISPOSITIVE POWER 0 Shares
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 540,000,000 Shares	
12.	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 66.91%	
14.	TYPE OF REPORTING PERSON CO	

<sup>1</sup> These shares are held by Phytotherapeutix Holdings Ltd., Equipped4 Holdings Limited, and TPR Global Limited (the "Sellers") and are subject to the Voting Agreement and Irrevocable Proxy, as defined below.

**Item 1. Security and Issuer**

This Statement on Schedule 13D (this “Statement”) relates to Common Stock (the “Common Stock”) of Alterola Biotech, Inc. (the “Company” or “Issuer”), a Nevada corporation. The Company’s principal executive office is 47 Hamilton Square, Birkenhead Merseyside, United Kingdom.

**Item 2. Identity and Background**

This Statement is being filed by Bright Green Corporation (“Bright Green”). Bright Green is organized under the laws of Delaware. The address of Bright Green’s principal executive office is 1033 George Hanosh Boulevard, Grants, New Mexico 87020.

Bright Green has not, during the last five years, been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors); or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3. Source and Amount of Funds or Other Consideration**

Bright Green purchased 201,761,982 shares of Common Stock for \$3,999,999 from certain selling shareholders of the Company, Phytotherapeutix Holdings Ltd., Equipped4 Holdings Limited, and TPR Global Limited (the “Sellers”), pursuant to a Secondary Stock Purchase Agreement and Release, dated October 3, 2022, by and between Bright Green, the Company and the Sellers (the “Secondary SPA”) using working capital.

**Item 4. Purpose of Transaction**

Bright Green acquired the Common Stock from the Sellers pursuant to the Secondary SPA. Concurrently with the signing of the Secondary SPA, Bright Green and the Sellers entered into a voting agreement (the “Voting Agreement”) and an irrevocable proxy (the “Irrevocable Proxy”), whereby the Sellers agreed to vote in favor of the adoption of an agreement to effect Bright Green’s acquisition of the Company or the Company’s merger into Bright Green or a subsidiary of Bright Green, as the case may be, pursuant to additional terms set forth in the Voting Agreement and Irrevocable Proxy.

**Item 5. Interest in Securities of the Issuer**

- (a) – (b) The responses to Rows 7 to 13 on page two of this Schedule 13D are incorporated herein by reference. The percentage of Shares outstanding reported as beneficially owned by Bright Green set forth on page two as of the date hereof is based on 807,047,948 outstanding of the Issuer’s Common Stock as reported in the Issuer’s annual report on Form 10-K/A filed with the Securities and Exchange Commission on September 14, 2022.
- (c) Other than the transaction reported in Item 4 above, there have been no transactions in the Common Stock by the Reporting Person during the past 60 days.
- (d) No other person is known by the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any Shares that are beneficially owned by the Reporting Person.
- (e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Concurrently with the signing of the Secondary SPA, Bright Green and the Sellers entered into the Voting Agreement, whereby the Sellers agreed to vote in favor of the adoption of an agreement to effect Bright Green’s acquisition of the Company or the Company’s merger into Bright Green or a subsidiary of Bright Green, as the case may be, pursuant to additional terms set forth in the Voting Agreement. Pursuant to the Voting Agreement, the Sellers executed the Irrevocable Proxy, whereby the Sellers granted Bright Green an irrevocable proxy to vote the Sellers’ Subject Shares (as defined therein) in a manner consistent with Section 2.2 of the Voting Agreement and pursuant to additional terms set forth in the Irrevocable Proxy.

**Item 7. Material to Be Filed as Exhibits**

<b>Exhibit No.</b>	<b>Description</b>
99.1	<a href="#"><u>Secondary Stock Purchase Agreement and Release dated October 3, 2022, by and between Bright Green Corporation, Alterola Biotech Inc., Phytotherapeutix Holdings Ltd., Equipped4 Holdings Limited, and TPR Global Limited (previously filed as Exhibit 10.1 to Bright Green’s Current Report on Form 8-K dated October 7, 2022).</u></a>
99.2	<a href="#"><u>Voting Agreement dated October 3, 2022, by and between Bright Green Corporation, Phytotherapeutix Holdings Ltd., Equipped4 Holdings Limited, and TPR Global Limited.</u></a>
99.3	<a href="#"><u>Irrevocable Proxy dated October 3, 2022, by Phytotherapeutix Holdings Ltd., Equipped4 Holdings Limited, and TPR Global Limited.</u></a>

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: October 13, 2022

Signature:

**Bright Green Corporation**

By: /s/ Terry Rafih

Terry Rafih

Chief Executive Officer & Chairman of the Board

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**VOTING AGREEMENT**

This VOTING AGREEMENT (this “*Agreement*”), dated as of October 03, 2022, is by and between Bright Green Corporation, a Delaware corporation (the “*Buyer*”), Phytotherapeutix Holdings Ltd., a United Kingdom entity (“*Phyto*”), Equipped4 Holdings Limited, a United Kingdom entity (“*Equipped*”) and TPR Global Limited, a United Kingdom entity (“*TPR*”) (Phyto, Equipped and TPR, each, a “*Stockholder*,” and, collectively, the “*Stockholders*”) of Alterola Biotech Inc., a Nevada corporation (the “*Company*”).

A. Buyer, Stockholders and Company are party to that certain Secondary Stock Purchase Agreement and Release, dated as of the date hereof (the “*Secondary SPA*”), whereby Sellers shall sell certain shares of common stock of the Company to Buyer; and

B. Each Stockholder is the Beneficial Owner (as defined below) of, and has the sole right to vote and dispose of, that number of each class of the issued and outstanding capital stock of the Company (the “*Company Shares*”) set forth opposite such Stockholder’s name on Schedule A hereto, which shall be the same shares as those defined as the “Remaining Shares” in the Secondary SPA; and

C. Concurrently with the entry by the Buyer, Stockholders and Company into the Secondary SPA, and as a condition and inducement to the willingness of the Buyer to enter into the Secondary SPA and incur the obligations set forth therein, Buyer has required that the Stockholders enter into this Agreement.

Accordingly, and in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE 1.  
DEFINITIONS**

For purposes of this Agreement:

“*Affiliate*” means, with respect to any specified Person, a Person who, at the time of determination, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person. For purposes of this Agreement, with respect to a Stockholder, “*Affiliate*” does not include the Company and the Persons that directly, or indirectly through one or more intermediaries, are controlled by the Company. For the avoidance of doubt, no officer or director of the Company will be deemed an Affiliate of another officer or director of the Company by virtue of his or her status as an officer or director of the Company.

“*Beneficial Owner*” with respect to any securities means a Person that has Beneficial Ownership of such securities.

“*Beneficially Owned*” or “*Beneficial Ownership*” with respect to any securities means having beneficial ownership of such securities (as determined pursuant to Rule 13d-3 under the Exchange Act, disregarding the phrase “within 60 days” in paragraph (d)(1)(i) thereof), including pursuant to any agreement, arrangement or understanding, whether or not in writing. Without duplicative counting of the same securities, securities Beneficially Owned by a Person include securities Beneficially Owned by (i) all Affiliates of such Person, and (ii) all other Persons with whom such Person would constitute a “group” within the meaning of Section 13(d) of the Exchange Act and the rules promulgated thereunder.

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“**Subject Shares**” means, with respect to a Stockholder, without duplication, (i) the Company Shares Beneficially Owned by such Stockholder on the date hereof as described on Schedule A, (ii) any additional Company Shares Beneficially Owned or acquired by such Stockholder, including those over which such Stockholder acquires Beneficial Ownership from and after the date hereof, whether pursuant to existing stock option agreements, warrants or otherwise, and (iii) any securities converted, exchanged or reclassified into Company Shares. Without limiting the other provisions of this Agreement, in the event that the Company changes the number of Company Shares issued and outstanding prior to the Termination Date as a result of a reclassification, stock split (including a reverse stock split), stock dividend or distribution, combination, recapitalization, subdivision, or other similar transaction, the number of Subject Shares subject to this Agreement will be equitably adjusted to reflect such change.

“**Transfer**” means, with respect to a security, the sale, transfer, pledge, hypothecation, encumbrance, assignment or disposition of such security or the Beneficial Ownership thereof, whether by operation of Law or otherwise, and each option, agreement, arrangement or understanding, whether or not in writing, to effect any of the foregoing. As a verb, “**Transfer**” has a correlative meaning.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

## **ARTICLE 2. COVENANTS OF STOCKHOLDERS**

**2.1 Irrevocable Proxy.** Concurrently with the execution of this Agreement, each Stockholder agrees to deliver to Buyer a proxy in the form attached hereto as Exhibit A (the “**Proxy**”), which will be irrevocable to the extent provided therein, with respect to the Subject Shares referred to therein.

### **2.2 Agreement to Vote.**

(a) At each and every meeting of the stockholders of the Company held prior to the Termination Date, however called, and at every adjournment or postponement thereof prior to the Termination Date, or in connection with each and every written consent of, or any other action by, the stockholders of the Company given or solicited prior to the Termination Date, each Stockholder will vote, grant its proxy or provide a consent with respect to, or shall cause the holder of record on any applicable record date to vote, grant its proxy or provide a consent with respect to, all of the Subject Shares entitled to vote or to consent thereon (i) in favor of the adoption of an agreement to effect Buyer’s acquisition of the Company or the Company’s merger into Buyer or a subsidiary of Buyer, as the case may be (a “**Merger Agreement**”) and Buyer’s acquisition of the Company or the Company’s merger into Buyer or a subsidiary of Buyer, as the case may be (the “**Merger**”), at Buyer’s sole discretion and (ii) against any amendment of the Company’s certificate of incorporation or bylaws or any other proposal or transaction involving the Company, the effect of which amendment or other proposal or transaction is to delay, impair, prevent or nullify the Merger or the transactions contemplated by the Merger Agreement or change in any manner the voting rights of any capital stock of the Company, and against any other action or agreement that would result in a breach in any material respect of any covenant, representation or warranty or any other obligation or agreement of the Company or its stockholders under the Merger Agreement. Notwithstanding any other provision of this Agreement, each Stockholder’s obligations under this Section 2.2(a) shall not extend to any modification or amendment to the Merger Agreement unless such Stockholder otherwise agrees in a subsequent writing.

(b) No Stockholder will enter into any agreement with any Person (other than Buyer) prior to the Termination Date (with respect to periods prior to or after the Termination Date) directly or indirectly to vote, consent, grant any proxy or give instructions with respect to the voting of, the Subject Shares in respect of the matters described in Section 2.2(a) hereof, or the effect of which would be inconsistent with or violate any provision contained in this Section 2.2. Any vote or consent (or withholding of consent) by any Stockholder that is not in accordance with this Section 2.2 will be considered null and void.

**2.3 Revocation of Proxies; Cooperation.** Each Stockholder agrees as follows:

(a) Such Stockholder hereby represents and warrants that any proxies heretofore given in respect of the Subject Shares with respect to the matters described in Section 2.2(a) hereof are not irrevocable, and such Stockholder hereby revokes any and all prior proxies with respect to such Subject Shares as they relate to such matters. Prior to the Termination Date, such Stockholder will not directly or indirectly grant any proxies or powers of attorney with respect to the matters set forth in Section 2.2(a) hereof (other than to Buyer), deposit any of the Subject Shares or enter into a voting agreement (other than this Agreement) with respect to any of the Subject Shares relating to any matter described in Section 2.2(a).

(b) Such Stockholder will provide any information reasonably requested by the Company or Buyer for any regulatory application or filing sought for such transactions.

**2.4 No Transfer of Subject Shares; Publicity.** Each Stockholder agrees that:

(a) It (i) will not Transfer or agree to Transfer any of the Subject Shares or, with respect to any matter described in Section 2.2(a), grant any proxy or power-of-attorney with respect to any of the Subject Shares, (ii) will take all action reasonably necessary to prevent creditors in respect of any pledge of the Subject Shares from exercising their rights under such pledge, and (iii) will not take any action that would make in a material respect any of its representations or warranties contained herein untrue or incorrect or would have the effect of preventing or disabling such Stockholder from performing any of its material obligations hereunder; *provided, however*, that Stockholder may transfer the Subject Shares (1) to Affiliates (including, for the avoidance of doubt, if Stockholder is a corporation, partnership, limited liability company, investment fund, trust or other business entity, such investment funds or other business entities controlled or managed by, or that controls or manages, or under common management with, the Stockholder) or charitable organizations, (2) if Stockholder is an individual, to any member of Stockholder's immediate family, or to a trust for the benefit of Stockholder or any member of Stockholder's immediate family for estate planning purposes or for the purposes of personal tax planning, or upon the death of Stockholder, by will or intestacy, (3) if Stockholder is a corporation, partnership, limited liability company, investment fund or other business entity, as part of a disposition, transfer or distribution by the Stockholder to its equity holders, (4) if the Stockholder is a trust, to a trustor or beneficiary of the trust; (5) to a nominee or custodian of a Person or entity to whom a disposition or transfer would be permissible under this clause, or (6) to the Company in an exchange of the Subject Shares in a Company Permitted Reorganization (any such transferee permitted under clauses (1) through (5), a "*Permitted Transferee*"); *provided, further*; that any such Transfer permitted under clauses (1) through (5) shall be permitted only if, as a precondition to such Transfer, the Permitted Transferee agrees in writing to be bound by all of the terms of this Agreement.

(b) Unless required by applicable Law or permitted by the Secondary SPA or the Merger Agreement, such Stockholder will not, and will not authorize or direct any of its Affiliates, Representatives, employees or agents to, make any press release or public announcement with respect to this Agreement, the Secondary SPA or the Merger Agreement or the transactions contemplated hereby or thereby, without the prior written consent of Buyer in each instance.

**ARTICLE 3.**  
**REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS OF STOCKHOLDERS**

Each Stockholder represents, warrants and covenants to Buyer that:

**3.1 Ownership.** Such Stockholder is the sole Beneficial Owner or the record owner of the Subject Shares identified opposite such Stockholder's name on Schedule A, and such Subject Shares constitute all of the capital stock of the Company Beneficially Owned by such Stockholder immediately following the Stockholders' sale of the Transferred Shares (as defined in the Secondary SPA) to the Buyer pursuant to the Secondary SPA. Such Stockholder has good and valid title to all of the Subject Shares, free and clear of all Liens, claims, options, proxies, voting agreements and security interests and has the sole right to such Subject Shares, and there are no restrictions on rights of disposition or other Liens pertaining to such Subject Shares. None of the Subject Shares is subject to any voting trust or other contract with respect to the voting thereof, and no proxy, power of attorney or other authorization has been granted with respect to any of such Subject Shares.

**3.2 Authority and Non-Contravention.**

(a) Such Stockholder has all necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by such Stockholder and the consummation by such Stockholder of the transactions contemplated hereby have been duly and validly authorized by all necessary action, and no other proceedings on the part of such Stockholder are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(b) This Agreement has been duly and validly executed and delivered by such Stockholder and, assuming due authorization, execution and delivery of this Agreement by Buyer, constitutes the legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms except (i) to the extent limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(c) Such Stockholder is not nor will it be required to make any filing with or give any notice to, or to obtain any consent from, any Person in connection with the execution, delivery or performance of this Agreement or obtain any permit or approval from any Governmental Entity for any of the transactions contemplated hereby, except to the extent required by Section 13 or Section 16 of the Exchange Act and the rules promulgated thereunder.

(d) Neither the execution and delivery of this Agreement by such Stockholder nor the consummation of the transactions contemplated hereby will directly or indirectly (whether with notice or lapse of time or both) (i) conflict with, result in any violation of or constitute a default by such Stockholder under any mortgage, bond, indenture, agreement, instrument or obligation to which such Stockholder is a party or by which it or any of the Subject Shares are bound, or violate any permit of any Governmental Entity, or any applicable Law to which such Stockholder, or any of the Subject Shares, may be subject, or violate any organizational documents of such Stockholder or (ii) result in the imposition or creation of any Lien upon or with respect to any of the Subject Shares; except, in each case, for conflicts, violations, defaults or Liens that would not individually or in the aggregate be reasonably expected to prevent or materially impair or delay the performance by such Stockholder of its obligations hereunder.



(e) Such Stockholder has sole voting power and sole power to issue instructions with respect to the matters set forth in Article II hereof and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of the Subject Shares, with no limitations, qualifications or restrictions on such rights.

3.3 **Reliance.** Each Stockholder understands and acknowledges that Buyer is entering into the Secondary SPA in reliance upon the Stockholders' execution, delivery and performance of this Agreement.

#### **ARTICLE 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER**

Buyer represents, warrants and covenants to Stockholders that:

(a) Buyer has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby have been duly and validly authorized by Buyer and no other corporate proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(b) This Agreement has been duly and validly executed and delivered by Buyer and, assuming due authorization, execution and delivery of this Agreement by the Stockholders, constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except (i) to the extent limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

#### **ARTICLE 5. DISSENTERS' RIGHTS**

5.1 Each Stockholder hereby waives and agrees not to exercise any rights of appraisal or any dissenters' rights that Stockholder may have (whether under applicable Law or otherwise) or could potentially have or acquire in connection with the Merger.

#### **ARTICLE 6. TERM AND TERMINATION**

6.1 This Agreement will become effective upon its execution by the Stockholders and Buyer. This Agreement will terminate upon the earliest of (a) eight months from the date of this Agreement, or (b) written notice by Buyer to the Stockholders of the termination of this Agreement (the date of the earliest of the events described in clauses (a) and (b), the "**Termination Date**"). Notwithstanding the foregoing, Article VII of this Agreement shall survive any termination hereof.

#### **ARTICLE 7. GENERAL PROVISIONS**

7.1 **Action in Stockholder Capacity Only.** Each Stockholder is entering into this Agreement solely in such Stockholder's capacity as a record holder or Beneficial Owner, as applicable, of the Subject Shares and not in such Stockholder's capacity as a director or officer of the Company.

**7.2 No Ownership Interest.** Nothing contained in this Agreement will be deemed to vest in Buyer or any of its Affiliates any direct or indirect ownership or incidents of ownership of or with respect to the Subject Shares. All rights, ownership and economic benefits of and relating to the Subject Shares will remain and belong to the Stockholders, and neither Buyer nor any of its Affiliates will have any authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of the Company or exercise any power or authority to direct any Stockholder in the voting of any of the Subject Shares, except as otherwise expressly provided herein or in the Merger Agreement.

**7.3 Notices.** All notices and other communications hereunder shall be in writing (including email or similar writing) and must be given:

If to Buyer, to the address and email address set forth for the Buyer on Buyer's signature page hereto, with a copy (which will not constitute notice) to:

Dentons US LLP  
1221 Avenue of the Americas  
New York, NY 10020  
Attention: Eric Berlin  
Walter Van Dorn  
Email: [eric.berlin@dentons.com](mailto:eric.berlin@dentons.com)  
[walter.vandorn@dentons.com](mailto:walter.vandorn@dentons.com)

If to any Stockholder, to such Stockholder at its address or email address set forth on Schedule A,

or such other physical address or email address as a party may hereafter specify for the purpose by notice to the other parties hereto. Each notice, consent, waiver or other communication under this Agreement will be effective only (i) if given by email, when the email is transmitted to the email address specified in this Section 7.3 or (ii) if given by overnight courier or personal delivery when delivered at the physical address specified in this Section 7.3.

**7.4 Further Actions.** Upon the request of any party to this Agreement, the other party will (a) furnish to the requesting party any additional information, (b) execute and deliver, at their own expense, any other documents and (c) take any other actions as the requesting party may reasonably require to more effectively carry out the intent of this Agreement. Each Stockholder hereby agrees that Buyer may publish and disclose in any filing made by the Buyer with the Securities and Exchange Commission ("**SEC**") relating to the Merger Agreement or the transactions contemplated thereby (including all documents and schedules filed with the SEC) such Stockholder's identity and ownership of Subject Shares and the nature of such Stockholder's commitments, arrangements, and understandings under this Agreement and may further file this Agreement as an exhibit to any filing made by the Buyer with the SEC relating to the Merger Agreement or the transactions contemplated thereby.

**7.5 Entire Agreement and Modification.** This Agreement, the Proxy, the Secondary SPA and any other documents delivered by the parties in connection herewith constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, between the parties with respect to its subject matter and constitute (along with the documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by the party against whose interest the modification will operate. The parties will not enter into any other agreement inconsistent with the terms and conditions of this Agreement, the Proxy or the Secondary SPA, or that addresses any of the subject matters addressed in this Agreement, the Proxy or the Secondary SPA.

**7.6 Drafting and Representation.** The parties agree that the terms and language of this Agreement were the result of negotiations between the parties and, as a result, there will be no presumption that any ambiguities in this Agreement will be resolved against any party. Any controversy over construction of this Agreement will be decided without regard to events of authorship or negotiation.

**7.7 Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without affecting the validity or enforceability of the remaining provisions hereof. Any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

**7.8 No Third-Party Rights.** No Stockholder may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Buyer. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of each of the respective successors, personal or legal representatives, heirs, distributees, devisees, legatees, executors, administrators and permitted assigns of any Stockholder and the successors and permitted assigns of Buyer. Nothing expressed or referred to in this Agreement will be construed to give any Person, other than the parties to this Agreement, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement except such rights as may inure to a successor or permitted assignee under this Section 7.8.

**7.9 Enforcement of Agreement.** Each Stockholder acknowledges and agrees that Buyer could be damaged irreparably if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by any Stockholder could not be adequately compensated by monetary damages. Accordingly, each Stockholder agrees that, (a) it will waive, in any action for specific performance, the defense of adequacy of a remedy at law, and (b) in addition to any other right or remedy to which Buyer may be entitled, at law or in equity, Buyer will be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

**7.10 Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by a party in exercising any right, power or privilege under this Agreement, the Proxy or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable Law, (a) no claim or right arising out of this Agreement, the Proxy or any of the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in a written document signed by the other party, (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given, and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement, the Proxy or the documents referred to in this Agreement.

7.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to that body of laws pertaining to conflict of laws which would result in the applicability of the law of any other state.

7.12 **Choice of Forum.** Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of New York in each case located in the City of New York and County of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

7.13 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same instrument. An electronic copy of a party's signature (including signatures in Adobe PDF or similar format) shall be deemed an original signature for purposes hereof.

7.14 **Expenses.** Except as otherwise provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such expenses.

7.15 **Headings; Construction.** The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. In this Agreement (a) words denoting the singular include the plural and vice versa, (b) "it" or "its" or words denoting any gender include all genders and (c) the word "including" means "including without limitation," whether or not expressed.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Voting Agreement to be duly executed as of the day and year first above written.

BUYER:

**BRIGHT GREEN CORPORATION**

By: \_\_\_\_\_

Name:

Title:

Address:

Email Address:

Signature Page to Voting Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Voting Agreement to be duly executed as of the day and year first above written.

STOCKHOLDERS:

**INDIVIDUAL:**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Jurisdiction of Residence)

**PARTNERSHIP, CORPORATION, LLC, TRUST OR OTHER ENTITY:**

**PHYTO**

By: \_\_\_\_\_

Name:

Title:

Address:

Email Address:

**EQUIPPED**

By: \_\_\_\_\_

Name:

Title:

Address:

Email Address:

**TPR**

By: \_\_\_\_\_

Name:

Title:

Address:

Email Address

Signature Page to Voting Agreement

**SCHEDULE A**

<b>Name and Contact Information of Stockholder</b>	<b>Company Shares Beneficially Owned by such Stockholder</b>
Phytotherapeutix Holdings Ltd.  Address: Bretton House, Bell Meadow Business Park, Park Lane, Pulford, Chester, United Kingdom, CH4 9EP Attention: Mr. Colin Stott  Email: cs@alterolabio.com	112,746,006
Equipped4 Holdings Limited  Address: Bretton House, Bell Meadow Business Park, Park Lane, Pulford, Chester, United Kingdom, CH4 9EP Attention: Mr. Dominic Schiller  Email: ds@alterolabio.com	112,746,006
TPR Global Limited  Address: Bretton House, Bell Meadow Business Park, Park Lane, Pulford, Chester, United Kingdom, CH4 9EP Attention: Mr. Timothy Rogers  Email: tr@alterolabio.com	112,746,006

**EXHIBIT A**  
**IRREVOCABLE PROXY**

From and after the date hereof and until the Termination Date (as defined below), on which date this irrevocable proxy (the “*Proxy*”) will terminate and be of no further force or effect, the undersigned stockholder (“*Stockholder*”) of ALTEROLA BIOSCIENCES, INC., a Nevada corporation (the “*Company*”), hereby irrevocably (to the fullest extent permitted by Nevada law) grants to, and appoints, BRIGHT GREEN CORPORATION, a Delaware corporation (the “*Buyer*”), and any designee of Buyer, and each of them individually, as the sole and exclusive attorney and proxy of the undersigned, with full power of substitution and re-substitution, to vote the Subject Shares (as defined in the Voting Agreement) or to issue instructions to the record holder to vote the Subject Shares, or grant a consent or approval in respect of the Subject Shares or issue instructions to the record holder to grant a consent or approval in respect of the Subject Shares, in a manner consistent with Section 2.2 of the Voting Agreement (as defined below). For the avoidance of doubt, this appointment of Proxy only applies to the matter of voting upon the aspects regarding the “Merger” and “Merger Agreement” (as defined in the Voting Agreement). It does not apply to the Stockholder’s voting on any other business matters pertaining to the Company. This Proxy and its continuance of grant is contingent upon BRIGHT GREEN CORPORATION ensuring that the terms of the deal for the complete acquisition of Alterola Biotech Inc. are of no less value than as specified in the BRIGHT GREEN CORPORATION Press Release dated August 30, 2022 and the terms of the signed Letter of Intent (dated August 25, 2022) between the Company and the Buyer where the valuation of the Company was determined to be US\$50 million. Subject to confirmation of each Company shareholder qualifying as an “accredited investor”, it is anticipated that the balance of the Enterprise value of the Company will be paid as 20% of each shareholding in cash and the remaining 80% in BRIGHT GREEN CORPORATION stock, but the combination of stock and cash to be paid as consideration may be subject to change as required by law and following the assessment and qualification of each shareholder. For the avoidance of doubt, the final division of payment may be altered in order to comply with applicable law, including based on whether any Company shareholders are determined not to meet the requirements of being an “accredited investor”, and the balance of the consideration will be determined following this assessment and included in the definitive agreement prior to close of a Merger.

Upon the undersigned’s execution of this Proxy, any and all prior proxies given by the undersigned with respect to any Subject Shares relating to the voting rights expressly provided herein pertaining to the “Merger” and “Merger Agreement” are hereby revoked and the undersigned agrees not to grant any subsequent proxies with respect to the Subject Shares relating to such voting rights pertaining to the “Merger” and “Merger Agreement” at any time prior to the Termination Date, on which date this proxy will terminate and be of no further force or effect.

This Proxy is irrevocable, is coupled with an interest and is granted pursuant to that certain Voting Agreement (as amended from time to time, the “*Voting Agreement*”) of even date herewith, by and among Buyer and Stockholder, and is granted in consideration of Buyer entering into the Merger Agreement (as defined in the Voting Agreement). As used herein, the term “*Termination Date*,” and all capitalized terms used herein and not otherwise defined, will have the meanings set forth in the Voting Agreement. **The Stockholder agrees that this Proxy will be irrevocable until the Termination Date, on which date this proxy will terminate and be of no further force or effect, and is coupled with an interest sufficient at law to support an irrevocable proxy and given to Buyer as an inducement to enter into the Merger Agreement and, to the extent permitted under applicable law, will be valid and binding on any Person to whom Stockholder may transfer any of his, her or its Subject Shares whether as permitted by or in breach of the Voting Agreement.** The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof.



The attorneys and proxies named above, and each of them, are hereby authorized and empowered by the undersigned, at any time prior to the Termination Date, on which date this Proxy will terminate and be of no further force or effect, to act as the undersigned's attorney and proxy to vote the Subject Shares, and to exercise all voting and other rights of the undersigned with respect to the Subject Shares (including, without limitation, the power to execute and deliver written consents pursuant to Nevada law), at every annual, special or adjourned meeting of the stockholders of the Company and in every written consent in lieu of such meeting in a manner consistent with Section 2.2 of the Voting Agreement. Provided, however, that this Proxy will not limit the right of any Stockholder to vote at any meeting or to act by written consent in a manner consistent with the Voting Agreement.

This Proxy will be binding upon the heirs, estate, executors, personal representatives, successors and assigns of Stockholder (including any transferee of any of the Subject Shares), and all authority herein conferred or agreed to be conferred will survive the death or incapacity of the Stockholder.

If any provision of this Proxy or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) such provision or part thereof will, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction will not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction, and (c) the invalidity or unenforceability of such provision or part thereof will not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of this Proxy. Each provision of this Proxy is separable from every other provision of this Proxy, and each part of each provision of this Proxy is separable from every other part of such provision.

With respect to any Subject Shares that are Beneficially Owned (as defined in the Voting Agreement) by the Stockholder but are not held of record by the Stockholder, the Stockholder shall take all action necessary to cause the record holder of such Subject Shares to grant the irrevocable proxy and take all other actions provided for in this proxy with respect to such Subject Shares.

*(Signature page follows)*

**INDIVIDUAL:**

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Jurisdiction of Residence)

**PARTNERSHIP, CORPORATION, LLC, TRUST OR OTHER ENTITY:**

**PHYTO**

By: \_\_\_\_\_

Name:

Title:

Address:

Email Address:

**EQUIPPED**

By: \_\_\_\_\_

Name:

Title:

Address:

Email Address:

**TPR**

By: \_\_\_\_\_

Name:

Title:

Address:

Email Address

Signature Page to Irrevocable Proxy

**IRREVOCABLE PROXY**

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*(Signature page follows)*

Dated: October 03, 2022

**INDIVIDUAL:**

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Jurisdiction of Residence)

**PARTNERSHIP, CORPORATION, LLC, TRUST OR OTHER ENTITY:**

\_\_\_\_\_

**PHYTO**

By: \_\_\_\_\_

Name:

Title:

Address:

Email Address:

**EQUIPPED**

By: \_\_\_\_\_

Name:

Title:

Address:

Email Address:

**TPR**

By: \_\_\_\_\_

Name:

Title:

Address:

Email Address:

Signature Page to Irrevocable Proxy

\_\_\_\_\_