

**SECOND AMENDING AGREEMENT
TO
AMENDED AND RESTATED SHARE EXCHANGE AGREEMENT**

THIS AMENDING AGREEMENT is made effective as of September 10, 2025,

BETWEEN:

GF GREENFIELD VENTURES INC., a corporation existing under the Laws of the Province of British Columbia

("Greenfield")

AND:

TEMPRAMED ISRAEL LTD., a company existing under the Laws of Israel

("TempraMed")

AND:

RON NAGAR, an individual resident in Tel Aviv, Israel

("Majority Shareholder")

WHEREAS:

- A. Greenfield, TempraMed and the Majority Shareholder are parties to an amended and restated share exchange agreement effective as of November 17, 2024, as amended pursuant to an amending agreement dated July 29, 2025 (together, the "**Share Exchange Agreement**"), pursuant to which Greenfield will acquire all of the issued and outstanding securities of TempraMed; and
- B. the Parties wish to amend the Share Exchange Agreement on the terms and conditions hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements and promises contained in this Amending Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the to this Amending Agreement, the Parties agree as follows: Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Share Exchange Agreement.

- 2. Subject to the amendments set forth herein, the Share Exchange Agreement is hereby confirmed to be in full force and effect.
- 3. Section 2.2 of the Share Exchange Agreement is deleted in its entirety and replaced with the following:

2.2 Acquisition of TempraMed

- (a) Exchange of TempraMed Shares. At the Transaction Escrow Closing Time, the TempraMed Purchased Shares shall be exchanged for the 36,861,700 RI Payment Shares, an aggregate of 3,481,382 RI Payment Warrants and an aggregate of 6,143,617 RI Contingent Rights, as set forth in Schedule C hereto.

- (b) Exchange of TemptraMed Options. At the Transaction Escrow Closing Time, the TemptraMed Exchanged Options shall be exchanged for the 6,614,856 RI Replacement Options (subject to the RI Incentive Plan Adoption), an aggregate of 624,736 RI Payment Warrants and an aggregate of 1,102,476 RI Contingent Rights, as set forth in Schedule C hereto.
- (c) Exchange of TemptraMed Warrant. At the Transaction Escrow Closing Time, the TemptraMed Warrant shall be exchanged for the 141,639 RI Replacement Warrants, an aggregate of 13,377 RI Payment Warrants and an aggregate of 23,607 RI Contingent Rights, as set forth in Schedule C hereto.
- (d) Exchange of TemptraMed Share SAFEs. At the Transaction Escrow Closing Time, the TemptraMed Share SAFEs will be exchanged for an aggregate of 2,364,865 RI Exchange Shares, an aggregate of 223,348 RI Payment Warrants and an aggregate of 394,144 RI Contingent Rights, as set forth in Schedule C hereto.
- (e) Exchange of TemptraMed Warrant SAFEs. At the Transaction Escrow Closing Time, the TemptraMed Warrant SAFEs will be exchanged for the 1,065, 315 RI SAFE Warrants, an aggregate of 100,613 RI Payment Warrants and an aggregate of 177,553 RI Contingent Rights, as set forth in Schedule C hereto.
- (f) Exchange of TemptraMed Exchanged CLAs. At the Transaction Escrow Closing Time, the TemptraMed Exchanged CLAs will be exchanged for an aggregate of 951,625 RI Exchange Shares, an aggregate of 89,876 RI Payment Warrants and an aggregate of 158,604 RI Contingent Rights, as set forth in Schedule C hereto.
- (g) 103K Trustee. Notwithstanding anything to the contrary herein, the RI Transaction Diluted Securities shall be issued in the name of the 103K Trustee, in accordance with the 103K Tax Ruling, for the benefit of those TemptraMed Former Securityholders who are resident in Israel.

4. Section 2.4(a) of the Share Exchange Agreement is deleted in its entirety and replaced with the following:

- 10(a) TemptraMed and Greenfield shall use reasonable commercial efforts to cause each of its respective shareholders, directors, officers or Employees, as applicable, who constitute "Related Persons" for the purposes of applicable Exchange policies to execute such documents as requested by the Exchange or the BCSC to subject any RI Transaction Diluted Shares and other securities of the Resulting Issuer to be held by such Person as at the Transaction Escrow Closing Release to the Exchange Escrow Requirements (such Persons, the "**CSE Escrowed Shareholders**") including but not limited to execution of the escrow agreement in a form prescribed by National Policy 46- 201 – *Escrow for Initial Public Offerings* (the "**CSE Escrow Agreement**").

5. Section 2.4(c) of the Share Exchange Agreement is deleted in its entirety and replaced with the following:

- (c) All TemptraMed Former Securityholders, Greenfield Seed Shareholders (other than Tamir Gedo and Orit Gedo) and certain Greenfield Shareholders holding Greenfield Shares acquired as part of the Greenfield Distribution Round (collectively, the "**Locked-Up Securityholders**") shall enter into lock-up agreements (the "**Lock-Up Agreements**") providing for (i) a release of RI Transaction Diluted Securities, as the case may be, over a three year period on the same release schedule as the CSE Escrow Agreement, and (ii) a resale

restriction for one year following the Transaction Escrow Closing Date that such Locked-Up Securityholder will not sell their RI Shares for a price below \$0.75 per RI Share, subject to an option to buy granted to Fidelity Gold Real Estate Markets Ltd. and Agility Equity Limited Partnership by certain Greenfield Shareholders as described subsequently. Greenfield and TempraMed acknowledges that certain Greenfield Shareholders will have agreed to grant to Fidelity Gold Real Estate Markets Ltd. and Agility Equity Limited Partnership an option to buy certain RI Shares subject to the Lock-Up Agreements at a price per RI Shares of \$0.60 on a pro rata basis between each of Fidelity Gold Real Estate Markets Ltd. and Agility Equity Limited Partnership.

6. Section 3.1(c) of the Share Exchange Agreement is deleted in its entirety and replaced with the following:

(c) duly executed Lock-Up Agreements from the Greenfield Seed Shareholders and certain Greenfield Shareholders holding Greenfield Shares acquired as part of the Greenfield Distribution Round (other than Tamir Gedo and Orit Gedo);

7. The definition of “**RI Exchange Shares**” contained within Schedule A of the Share Exchange Agreement is deleted in its entirety and replaced with the following:

“**RI Exchange Shares**” means the 3,316,490 RI Shares issuable pursuant to Sections 2.2(d) and 2.2(f);

8. The definition of “**RI Payment Shares**” contained within Schedule A of the Share Exchange Agreement is deleted in its entirety and replaced with the following:

“**RI Payment Shares**” means 36,861,700 RI Shares issuable pursuant to Section 2.2(a);

9. The definition of “**RI Replacement Options**” contained within Schedule A of the Share Exchange Agreement is deleted in its entirety and replaced with the following:

“**RI Replacement Options**” means 6,614,856 RI Options to be issued in exchange for the TempraMed Exchanged Options pursuant to Section 2.2(b) and subject to the RI Incentive Plan Adoption, with each such option having the same terms as to vesting, price and term as the TempraMed Exchanged Options, subject to any revisions to such terms as may be required by the Exchange;

10. The definition of “**RI Replacement Warrants**” contained within Schedule A of the Share Exchange Agreement is deleted in its entirety and replaced with the following:

“**RI Replacement Warrants**” means 141,639 common share purchase warrants of the Resulting Issuer to be issued in exchange for the TempraMed Warrant pursuant to Section 2.2(c), each of which will be exercisable to purchase one RI Share at a price of \$0.05 per share for a period of five years from the Transaction Escrow Closing Date;

11. The definition of “**TempraMed Financial Statements**” contained within Schedule A of the Share Exchange Agreement is deleted in its entirety and replaced with the following:

“**TempraMed Financial Statements**” means the audited annual financial statement of TempraMed for the year ended December 31, 2024, and December 31, 2023, and unaudited interim financial statements for TempraMed for the six month period ended June 30, 2025, copies of which have been provided to Greenfield;

12. Schedule C of the Share Exchange Agreement is deleted in its entirety and replaced with the

attached Exhibit I.

13. TempraMed and the Majority Shareholder, on behalf of the TempraMed Former Securityholders, acknowledge that at the request of the Exchange, 3,328,373 RI Replacement Options will have an exercise price of \$0.05, and 3,286,483 RI Replacement Options will have an exercise price of US\$0.3528.
14. The Majority Shareholder, as the TempraMed Shareholders' Representative, represents and warrants to Greenfield that pursuant to the Waiver Agreement between the Majority Shareholder and each TempraMed Former Securityholder, this Amending Agreement will constitute a valid and binding obligation of each TempraMed Former Securityholder (including the Majority Shareholder) enforceable against it in accordance with its terms subject to any limitation imposed by Law.
15. Where terms and conditions of this Amending Agreement differ from or are inconsistent with the terms and conditions of the Share Purchase Agreement, the terms and conditions of this Amending Agreement shall supersede.
16. This Amending Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
17. This Amending Agreement may be executed in any number of counterparts, each of which will be considered the original and all of which, together, will constitute one and the same instrument. This Amending Agreement may also be executed in original or by signature sent and received by facsimile or other electronic transmission and the reproduction of such signature sent and received by way of facsimile or other electronic transmission will be deemed as though such reproduction was an executed original thereof.

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IN WITNESS HEREOF the parties hereto have entered into this Amending Agreement effective as of the date first written above.

GF GREENFIELD VENTURES INC.

Per: *"Gabriel Kabazo"*
Authorized Signatory

TEMPRAMED ISRAEL LTD.

Per: *"Ron Nagar"*
Authorized Signatory

 "Ron Nagar"
RON NAGAR

EXHIBIT I

Redacted.