

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (“Agreement”) is made as of July 28, 2022 between **GREY WOLF ANIMAL HEALTH INC. (“Grey Wolf”)**, a corporation amalgamated under the laws of the Province of Ontario, and **MAGEN VENTURES I INC. (“Magen”)**, a corporation incorporated under the laws of the Province of Ontario.

WHEREAS Grey Wolf and Magen entered into a business combination agreement dated March 16, 2022 (the “**Business Combination Agreement**”);

AND WHEREAS pursuant to Section 9.4 of the Business Combination Agreement, the Business Combination Agreement may be amended by written agreement of all of the parties.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties intending to be legally bound hereby agree as follows:

1. Interpretation

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the Business Combination Agreement.

2. Amendment

(a) The definition of “Completion Deadline” in Section 1.1 of the Business Combination Agreement shall be deleted in its entirety and replaced with the following:

“**Completion Deadline**” means November 30, 2022, or such later date as may be mutually agreed between the Parties in writing;”

(b) The definition of “Consolidation Ratio” in Section 1.1 of the Business Combination Agreement shall be deleted in its entirety and replaced with the following:

“**Consolidation Ratio**” means one (1) post-Consolidation Magen Share for every 16.6667 pre-Consolidation Magen Shares, or such other ratio as may be mutually agreed between the Parties;”

3. Miscellaneous

(a) Except as amended hereby, the Business Combination Agreement, as amended hereby, shall continue in full force and effect. This Agreement and the Business Combination Agreement set forth the entire understanding between the parties hereto with respect to the subject matter hereof.

(b) This Agreement and the Business Combination Agreement will enure to the benefit of and will be binding upon the parties and their respective successors and permitted assigns.

(c) This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(d) This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by a party by email or other electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the date first above written.

GREY WOLF ANIMAL HEALTH INC.

by (signed) "*Angela Cechetto*"
Name: Angela Cechetto
Title: CEO

MAGEN VENTURES I INC.

by (signed) "*Jesse Kaplan*"
Name: Jesse Kaplan
Title: CEO and CFO