

Oceanview Technologies Inc.
Suite 2600 - 1066 West Hastings Street,
Vancouver BC
V6E 3X1

Attention: Ohad David

Re: Agreement Amendments

Reference is made to that certain Share Exchange Agreement dated August 17, 2023 (the “**Original Agreement**”) among Oceanview Technologies Inc. (“**Oceanview**”), DiagnosTear Ltd. (“**DiagnosTear**” or the “**Company**”), and BioLight Life Sciences Ltd. (“**BioLight**” and together with, Oceanview and DiagnosTear the “**Parties**”) in respect to a reverse takeover of Oceanview by the security holders of DiagnosTear.

The Parties wish to extend the Termination Date (as defined in the Original Agreement) and amend certain other terms of the Original Agreement. in each case, as set out in greater detail below and with effective as of and from December 31, 2023 (the “**Effective Date**”), notwithstanding the actual date of the execution of this letter agreement by the Parties.

Therefore, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Original Agreement is hereby amended by deleting Section 2.5(b) of the Original Agreement in its entirety and replacing it with the following:

“(b) Oceanview shall also cause all of the Seed Shares held by the Founding Shareholders to be subject to lock-up agreements, in a form acceptable to the Parties, acting reasonably, with the Resulting Issuer (the “**Oceanview Lock-Up Agreements**”), which will provide for:

(i) 25% of Seed Shares held by the Founding Shareholders subject to Oceanview Lock-Up Agreements can be sold by the Founding Shareholders immediately upon Closing provided that any such sale is at a price per Resulting Issuer Share of \$0.75 or greater; and

(ii) release of the Seed Shares held by the Founding Shareholders in accordance with the following release schedule:

Release Date	Seed Shares held by the Founding Shareholders Released from Oceanview Lock-Up Agreements
At the Closing Date	25% (subject to Section 2.5(b)(i) hereof)

6 month anniversary of Closing Date	25%
12 month anniversary of Closing Date	25%
18 month anniversary of Closing Date	25%
Total	100%

2. The Original Agreement is hereby amended by inserting “and certificates representing the Resulting Issuer Warrants” in subsection 3.2(g) immediately after “Payment Shares”.

3. The Original Agreement is hereby amended by adding the following underlined words to section 3.3 (d)

“a certificate of an officer of the Company certifying, as of the Closing Date, the matters set forth in Sections 6.2(a), (c), (d), (e) and (g) hereof; and

4. The Original Agreement is hereby amended by adding a new section 4.1.A:

“4.1.A Oceanview shall furnish an officer certificate on Closing certifying the Transaction Expenses incurred by Oceanview, to reasonable satisfaction of the Company. For the purposes of this Section 4.1.A, “**Transaction Expenses**” shall mean all obligations, liabilities, indebtedness of Oceanview, which shall include all change of control fees, legal and accounting fees for handling all aspects of the Transaction, consulting fees, finders fees, listing and prospectus fees, and (ii) all expenses of the Company incurred as a result of the Transaction, including all legal, audit, appraisal, tax advising and accounting fees and other transaction related costs and expenses;”

5. The Original Agreement is hereby amended by deleting subsection 5.2(c)(v) of the Original Agreement.

6. The Original Agreement is hereby amended by deleting section 6.2(g) in its entirety.

7. The Original Agreement is hereby amended by replacing section 6.3 (f) with the following section:

“(f) the Oceanview Board shall be reconstituted effective as of and `from the Closing Date to consist of five (5) directors and will include the following nominees: (i) four nominees designated by the Company, one of whom will serve as Chair and two of whom will be independent; and (ii) one nominee designated by Oceanview (subject to pre-approval by the Company) who will be independent director;”

8. The Original Agreement is hereby amended by deleting Section 7.1(b) in its entirety and replacing it with the following:

“(b) by either Oceanview, the Company or the Majority Company Shareholder if the Transaction shall not have been consummated on or prior to the earlier of: (i) 30 days following the receipt of conditional approval from the Exchange in accordance with Section 6.1(c) hereof, (ii) November 29, 2024, or (iii) such other later date as may be agreed in writing between the Parties (the “**Termination Date**”), without liability to the terminating Party on account of such termination; provided that the right to terminate this Agreement pursuant to this Section 7.1(b) shall not be available to a Party whose breach of violation of any representation in Article 4 of this Agreement has been the case of or has resulted in the failure of the Transaction to occur on or before such date;”

9. The Original Agreement is hereby amended by adding the following to the end of Section 8.3 thereof:

“In addition, Oceanview shall be responsible for the payment, as and when due, of all filing fees payable to the Exchange and any securities commission, in connection with the Transaction”.

10. The Original Agreement is hereby amended by deleting the definition of “Oceanview Private Placement” and replacing it with the following:

“**Oceanview Private Placement**” means one or more private placements by Oceanview of Oceanview Shares and/or securities convertible into Resulting Issuer Shares, including the Oceanview Unit Offering, raising net proceeds of at least US\$2,500,000.00;”

11. The Original Agreement is hereby amended by adding the underlined text to the definition of “Closing Capital” and “Payment Shares”:

“**Closing Capital**” means the issued and outstanding Resulting Issuer Shares and Resulting Issuer Warrants (for certainty including the Resulting Issuer Shares and Resulting Issuer Warrants issued or issuable pursuant the Oceanview Private Placement);

“**Payment Shares**” means that number of Resulting Issuer Shares and 3,450,000 Resulting Issuer Warrants issuable to Company Shareholders so that upon Closing, Company Shareholders would hold 60% of the Closing Capital;

12. The Original Agreement is hereby amended by adding, in alphabetical order, the following definitions to Schedule “A”:

“**Founding Shareholders**” means Orit Gedo, Lihie Krasney, Tamir Gedo and Lavi Krasney.

“**Oceanview Unit Offering**” means a private placement by Oceanview of units or subscription receipts or special warrants convertible into units of Oceanview, such units or subscription receipts or special warrants to be issued at a price of CAD\$0.75 per security, whereby each such unit or unit issuable on conversion of subscription receipts or special

warrants, as the case may be, shall be comprised of: (i) one Oceanview Share, and (ii) one common share purchase warrant, with such common share purchase warrant entitling the holder thereof to purchase one Oceanview Share at a price of CAD\$1.00 per common share purchase warrant for a period of twelve (12) months following the issuance thereof;

“**Resulting Issuer Warrants**” means the common share purchase warrants, entitling the holder thereof to acquire one (1) Resulting Issuer Share at a price of CAD\$1.00 for a period of twelve (12) months from the date of issuance thereof, and issued pursuant to the Oceanview Unit Offering;

13. Schedule B of the Original Agreement shall be deleted in its entirety and replaced with the pro forma capitalization of the Resulting Issuer as at Closing attached hereto as Appendix A.
14. Section 6 in Schedule D to the Original Agreement shall be deleted in its entirety and replaced with the following:

“No Material Adverse Effect

Since December 31, 2022 (a) other than entering into this Agreement, the Company has conducted its business in all material respects in the Ordinary Course, except for commercially reasonable actions taken outside the Ordinary Course or not consistent with past practice, in relation to any such case; and (b) to the Knowledge of the Company, there has not been any event, change, effect, development, condition or occurrence that, in any case, has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company.”

15. The Original Agreement shall henceforth be read and construed in conjunction with this Amending Agreement and the Original Agreement shall be and shall continue to be in full force and effect. References to the “Agreement” in the Original Agreement or in any other document delivered in connection with, or pursuant to, the Original Agreement, shall mean the Original Agreement, as amended hereby.
16. This Amending Agreement may be executed by the parties in one or more counterparts, each of which when so executed and delivered shall be an original and such counterparts shall together constitute one and the same instrument. The parties shall be entitled to rely on delivery of electronic mail (including any PDF or electronic delivery) of the executed Amending Agreement and such copies shall be legally effective to create a valid and binding agreement.
17. Neither this Amending Agreement nor any right or obligations hereunder shall be assignable by a party, except that a party may assign this Amending Agreement to a Person to whom it is entitled to assign the Original Agreement (in accordance with the terms of the Original Agreement). This Amending Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

18. This Amending Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

[Signature page to immediately follow.]

Yours truly,

DIAGNOSTEAR LTD.

By: "Yaacov Michlin" (signed)

Name: Yaacov Michlin

Title: Chairman

IN WITNESS OF WHICH the parties have duly executed this Amending Agreement as of the Effective Date.

OCEANVIEW TECHNOLOGIES INC.

By: "Ohad David" (signed)

Name: Ohad David

Title: CEO

BIOLIGHT LIFE SCIENCES LTD.

By: "Yaacov Michlin" (signed) / "Yiftach Biel"(signed)

Name: Yaacov Michlin Yiftach Biel

Title: Chairman CFO

APPENDIX A

AMENDED PRO FORMA CAPITALIZATION

[see following page]

Shareholders	PRE-TRANSACTION				Resulting Issuer Common Shares	Common Shares Subject to Replacement, Options, RSUs and Warrants	Common Shares Subject to Closing Award Grants under LTIP	LTIP	Common Share Equivalents	Basic Shares Capitalization (%)	Fully Diluted Ownership	Notes	Lock-Up	Escrowed	Public Holder
	Oceanview Shares Held	Oceanview Warrants Held	DiagnosTear Shares Held	DiagnosTear Options Held											
Ohad David	100				100.00				100	0.00%	0.00%	Oceanview Shareholder	Yes	No	Yes
Lihie Krasney	2,000,000				2,000,000.00				2,000,000	3.41%	2.85%	Oceanview Shareholder	Yes	No	Yes
Orit Gedo	3,000,000				3,000,000.00				3,000,000	5.11%	4.27%	Oceanview Shareholder	Yes	No	Yes
Tamir Gedo	4,000,000				4,000,000.00				4,000,000	6.82%	5.69%	Oceanview Shareholder	Yes	No	Yes
Lavi Krasney	5,000,000				5,000,000.00				5,000,000	8.52%	7.11%	Oceanview Shareholder	Yes	No	Yes
Ohad David	900,000				900,000.00				900,000	1.53%	1.28%	Oceanview Shareholder	Yes	No	Yes
Itamar David	900,000				900,000.00				900,000	1.53%	1.28%	Oceanview Shareholder	Yes	No	Yes
Gabi Kabazo	900,000				900,000.00				900,000	1.53%	1.28%	Oceanview Shareholder	Yes	No	Yes
New Investors after June 30, 2023	6,768,734	2,300,000			6,768,734	2,300,000			9,068,734	11.54%	12.90%	Oceanview Shareholder	No	No	Yes
Dr. Eran Eliaz			30,000	6,272	1,832,992.00	179,736	383,426		2,397,154	3.13%	3.41%	DiagnosTear Shareholder	No	No	Yes
Dr. Robert David			10,155	-	620,806.00	60,840			881,646	1.06%	0.97%	DiagnosTear Shareholder	No	No	Yes
Dr. Dan Peer			816	-	49,884.00	4,889			54,773	0.09%	0.08%	DiagnosTear Shareholder	No	No	Yes
Amos Sommer			-	5,767	-	-	352,554		352,554	0.00%	0.50%	DiagnosTear Shareholder	No	Yes	No
Elcam			95,306	-	5,826,351.00	570,996			6,397,347	9.93%	9.10%	DiagnosTear Shareholder	No	No	Yes
Shimon Gross			-	10,916	-	-	667,328		667,328	0.00%	0.95%	DiagnosTear Shareholder	No	Yes	No
Oded Yogev			-	2,400	-	-	146,719		146,719						
David Zadok			-	6,004	-	-	367,043		367,043	0.00%	0.52%	DiagnosTear Shareholder	No	No	Yes
Shaare Zedek Ltd.			-	359	-	-	21,946		21,946	0.00%	0.03%	DiagnosTear Shareholder	No	No	Yes
BioLight			439,569	-	26,872,215.00	2,633,539			29,505,754	45.80%	41.98%	DiagnosTear Shareholder	No	No	No
Xl Vision*			-	-	-	-			-	0.00%	0.00%	DiagnosTear Shareholder	No	Yes	No
Additional Rounding Shares for DiagnosTear									3	0.00%	0.00%	DiagnosTear Shareholder	No	No	Yes
Resulting Issuer Warrants to DiagnosTear Shareholders											0.00%				
Unallocated Remaining LTIP							3,928,192	3,928,192		0.00%	5.99%		No	No	No
Total	23,468,834		575,846	31,718	58,672,082	5,750,000	1,939,016	3,928,192	70,289,294	100.00%	100%				

*Shares held by Xl Vision are in the process of being transferred to BioLight.

83.47% 8.18% 2.76% 5.59% 100.00%

Public Float	#
Shares issued and outstanding	58,672,082
Shares subject to lock-up or escrow after listing	44,650,731
Freely Tradeable Shares	14,021,351
Shares held by senior officer, director, or principal security holder (not included in row 32)	26,872,215
Public Float	14,021,351
# of Public Holders	16
% Public Float	23.90%

Public Float Requirements: Minimum of 1,000,000 freely tradeable shares, constituting 20% of issued and outstanding shares of that security, held by a minimum of 150 public holders with at least one board lot.

"Public Float" means the number of securities of the class which are issued and outstanding, less the number of securities that are pooled, escrowed or non-transferable, and less the number of securities of the class, known to the Listed Issuer after reasonable inquiry, beneficially owned, or over which control or direction is exercised by:
(a) the Listed Issuer;
(b) every senior officer or director of the Listed Issuer; and
(c) every Principal Security Holder of the Listed Issuer.

"Freely Tradeable" in respect of securities means securities that have no restriction on resale or transfer, including restrictions imposed by pooling or other arrangements or in a shareholder agreement.

a "Public Holder" is any security holder other than a Related Person, an employee of a Related Person of a Listed Issuer or any Person or group of Persons acting jointly or in concert holding:

- (a) more than 10% of the issued and outstanding securities of the class to be listed; or
(b) securities convertible or exchangeable into the listed Equity Security and would, on conversion or exchange, hold more than 10% of the issued and outstanding securities of the class to be listed.

Builder Shares	#
Number of Builder Shares*	14,000,000
Total Number of Shares, post-closing	58,672,082
% of Builder Shares	23.86%

*Including the Oceanview shares pre-closing only, excluding concurrent financing investors

Relative Shareholdings	#	% of Fully Diluted Capitalization
Total issued and outstanding Resulting Issuer Shares (A)	58,672,082	100.00%
Shares held by Oceanview shareholders (B)	23,468,834	40.00%
Shares held by DiagnosTear Shareholders (C)	35,203,248	60.00%
LTIP (10% of A) (D)	5,867,208	10.00%
Replacement Options (E)	1,939,016	3.30%
Remaining LTIP (D-E-F)	3,928,192	6.70%

Builder Shares

The ratio of shares in the post-offering or reverse takeover capital structure must not exceed one Builder Share for every three non-Builder Shares.

Builder Share:

Any security issued or issuable upon conversion of another security to:

- (a) any Person for less than \$0.02 per security;
(b) a Related Person to the Listed Issuer for the purchase of an asset with no acceptable supporting valuation;
(c) a Related Person to settle a debt or obligation for less than the last issued price per security; or
(d) a Related Person for the primary purpose of increasing that principal's interest in the Listed Issuer without a corresponding tangible benefit to the Listed Issuer.

At Listing	Shares Released - CSE Escrow					Remaining
	10%	15%	15%	15%	15%	
100	-	-	-	-	-	-
2,000,000	-	-	-	-	-	-
3,000,000	-	-	-	-	-	-
4,000,000	-	-	-	-	-	-
5,000,000	-	-	-	-	-	-
900,000	-	-	-	-	-	-
900,000	-	-	-	-	-	-
900,000	-	-	-	-	-	-
9,068,734	-	-	-	-	-	-
2,397,154	-	-	-	-	-	-
681,646	-	-	-	-	-	-
54,773	-	-	-	-	-	-
35,255	52,883	52,883	52,883	52,883	52,883	52,884
6,397,347	-	-	-	-	-	-
66,732	100,099	100,099	100,099	100,099	100,099	100,101
367,043	-	-	-	-	-	-
21,946	-	-	-	-	-	-
29,505,754	-	-	-	-	-	-
-	-	-	-	-	-	-
3	-	-	-	-	-	0
3,928,192	-	-	-	-	-	0
69,224,679	152,982	152,982	152,982	152,982	152,982	152,986

FALSE