THIRD AMENDMENT TO ACCOMMODATION AND AMENDMENT AGREEMENT

THIS AGREEMENT is made as of the 7th day of August, 2024 (the "**Agreement**")

BETWEEN:

BANK OF MONTREAL
(as "Lender")

– and –

VOXTUR ANALYTICS CORP. and ILOOKABOUT (US) INC.
(as "Borrowers")

– and –

ILOOKABOUT INC., MTAG PARALEGAL PROFESSIONAL CORPORATION, VOXTUR TECHNOLOGIES US, INC., VOXTUR SETTLEMENT SERVICES, LLC., APPRAISERS NOW LTD., VOXTUR ANALYTICS US CORP., APPRAISERS NOW US, LLC, VOXTUR DATA SERVICES, INC., BLUE WATER FINANCIAL TECHNOLOGIES HOLDING COMPANY, LLC, BLUE WATER FINANCIAL TECHNOLOGIES, LLC, BLUE WATER FINANCIAL TECHNOLOGIES SERVICES, LLC
(collectively, as "Guarantors" and collectively with the Borrowers, the "Obligors")

RECITALS:

A. The Lender and the Obligors entered into an Accommodation and Amendment Agreement dated April 25, 2024, as amended by a First Amendment to Accommodation and Amendment Agreement dated May 29, 2024 (the "**First Amendment**") and a Second Amendment to Accommodation and Amendment Agreement date July 18, 2024 (collectively, the "**Accommodation Agreement**"), which amended and supplemented the Credit Agreement, and whereby the Lender agreed to, *inter alia*, provide the Borrowers with time to consummate certain Transactions such that they can repay their indebtedness to the Lender in full, subject to and in accordance with the terms of the Accommodation Agreement; and

B. The Lender and the Obligors wish to further amend the Accommodation Agreement, subject to and in accordance with the terms of this Third Amendment to the Accommodation and Amendment Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 **Definitions**. In this Agreement (including in the recitals above), unless the context otherwise requires, all capitalized terms defined in the Accommodation Agreement and the other Loan Documents and not otherwise defined herein shall have the meanings ascribed to such terms in the Accommodation Agreement and the other Loan Documents, as applicable.

1.2 **Gender and Number**. Words importing the singular include the plural and vice versa and words importing gender include all genders.

1.3 **Time**. Time is of the essence in the performance of the Obligors' obligations.

1.4 **Severability**. Each of the provisions contained in this Agreement is distinct and severable, and a declaration of invalidity, illegality, or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.

1.5 **Headings**. The division of this Agreement into articles, sections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.6 **Entire Agreement**. This Agreement, the Credit Agreement, the Accommodation Agreement and the Loan Documents together with the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understanding or other agreements, oral or written, express, implied, or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

1.7 **Governing Law**. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.8 **Conflicts**. If there is any inconsistency or conflict between the terms of this Agreement and the terms of the Credit Agreement, the Accommodation Agreement and the other Loan Documents or any other agreement executed in connection therewith or herewith, the provisions of this Agreement shall prevail to the extent of the inconsistency.

ARTICLE 2 - ACKNOWLEDGEMENTS

2.1 **Recitals**. The parties hereto acknowledge and agree that each of the foregoing recitals is true and accurate both in substance and in fact.

ARTICLE 3 - AMENDMENTS TO THE INTERIM REVOLVING FACILITY

3.1 **Facility Limit**. The Interim Revolving Facility established by the Lender pursuant to the First Amendment shall be increased to the amount up to USD$3,400,000.

3.2 **Term**. The Maturity Date of the Interim Revolving Facility is hereby amended to be the earliest of:

(a) the occurrence of an Accommodation Termination Event;

(b) the date of advance of the anticipated USD$5,000,000 term loan to be made by University Bancorp, Inc. (the "**UNIB Loan**"); and

(c) August 31, 2024.

3.3 **Payout**. The Interim Revolving Facility is to be paid out, in full, by the UNIB Loan, if and when advanced. Payout of the Interim Revolving Facility, in full, will also be a condition precedent to any full or partial release of any Lien created by the Security Documents over any part of the Collateral.

ARTICLE 4 - CONDITIONS PRECEDENT

4.1 **Conditions Precedent**. The accommodations and amendments granted by the Lender under this Agreement shall not be effective unless and until the Lender shall be in receipt of a duly authorized, executed and delivered original of this Agreement executed by the Obligors.

4.2 **Benefit and Waiver**. The Conditions Precedent are for the sole benefit of the Lender and may be waived only by the Lender in writing. If the Conditions Precedent are not complied with to the satisfaction of the Lender by the date provided for above, and the Lender will not waive satisfaction thereof, then the offer of standstill and the other accommodations offered by the Lender hereunder shall be terminated.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

5.1 **Representations and Warranties**. Each Obligor represents and warrants that:

(a) the execution, delivery and performance of this Agreement are within its respective corporate power and authority and have been duly authorized by all necessary corporate action and this Agreement constitutes a valid and legally binding agreement enforceable against it in accordance with its terms; and

(b) the execution, delivery and performance of this Agreement does not and will not violate any Law to which an Obligor is subject, or conflict with an Obligor's constating documents.

5.2 **Confirmation and Reaffirmation**. Each Obligor hereby confirms and reaffirms that all representations and warranties made Article 11 of the Credit Agreement are true, accurate, and complete in all material respects as of the date of this Agreement, except for those representations and warranties that are made as of a specific date in the Credit Agreement.

ARTICLE 6 - AMENDMENT FEE

6.1 **Amendment Fee**. In consideration for the Lender's accommodation and amendments contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Obligors shall pay to the Lender a non-refundable amendment fee of (the "**Third Amendment Fee**"), which Third Amendment Fee shall be fully earned upon execution by the Obligors of this Agreement. The Third Amendment Fee shall form part of the Indebtedness and shall be secured by the Security Documents and be payable on the Accommodation Termination Date.

ARTICLE 7 - GENERAL PROVISIONS

7.1 **Reimbursement**. The Obligors agree to reimburse the Lender in respect of all reasonable expenses (including fees and disbursements) which the Lender has incurred or will incur in connection with the negotiation and preparation of this Agreement, and the administration and the enforcement of the Credit Agreement, the Accommodation Agreement, any other Loan Document, the Guarantees, the Security Documents and this Agreement. To the extent such expenses have not been included in the Indebtedness, the Lender may pay such expenses directly and the amount so paid shall form part of the Indebtedness, shall bear interest from the date of payment at highest rate of interest set out in the Credit Agreement, the Accommodation Agreement, any other Loan Document, the Security Documents and shall be secured by the Security Documents.

7.2 **Independent Legal Advice**. The Obligors acknowledge that, in executing and delivering this Agreement, they have acted and continue to act freely and without duress. The Obligors acknowledge that the actions of the Lender in entering into this Agreement have been fair and reasonable and that the Lender i) has not acted in a managerial capacity with respect to the Obligors, and (ii) has no fiduciary duty to the Obligors in connection with this Agreement, the Accommodation Agreement, any other Loan Document, the Security Documents, or the Loan Documents. The Obligors confirm that they have had the benefit of independent legal advice in connection with the negotiation of this Agreement. The Obligors hereby waive and agree not to assert or cause to be asserted any defence, right or claim with respect to any matter set forth in this Agreement.

7.3 **Capacity and Authority**. The Obligors represent and warrant to the Lender that they have the capacity and authority to enter into and perform their obligations under this Agreement.

7.4 **Enurement**. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation of any party), and permitted assigns.

7.5 **Execution and Delivery**. This Agreement may be executed in counterparts, and acceptance of this Agreement may be provided by email transmission in PDF format and, on such execution and transmission, this Agreement shall be binding on the parties with the same force and effect as if originally executed.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS OF WHICH the parties have duly executed this Agreement on the date described above.

BANK OF MONTREAL

Per:______________________________
Name:
Title:

Per:______________________________
Name:
Title:

Borrowers

VOXTUR ANALYTICS CORP.

Per:______________________________
Name:
Title:

Per:______________________________
Name:
Title:

I/We have authority to bind the corporation

ILOOKABOUT (US) INC.

Per:______________________________
Name:
Title:

Per:______________________________
Name:
Title:

I/We have authority to bind the corporation

Guarantors

ILOOKABOUT INC.

Per:________________________________
Name:
Title:

Per:________________________________
Name:
Title:

I/We have authority to bind the corporation

MTAG PARALEGAL PROFESSIONAL CORPORATION

Per:________________________________
Name:
Title:

Per:________________________________
Name:
Title:

I/We have authority to bind the corporation

VOXTUR TECHNOLOGIES US, INC.

Per:________________________________
Name:
Title:

Per:________________________________
Name:
Title:

I/We have authority to bind the corporation

VOXTUR SETTLEMENT SERVICES, LLC.

Per:________________________________
Name:
Title:

Per:________________________________
Name:
Title:

I/We have authority to bind the corporation

APPRAISERS NOW LTD.

Per:________________________________
Name:
Title:

Per:________________________________
Name:
Title:

I/We have authority to bind the corporation

VOXTUR ANALYTICS US CORP.

Per:________________________________
Name:
Title:

Per:________________________________
Name:
Title:

I/We have authority to bind the corporation

APPRAISERS NOW US, LLC

Per:______________________________
Name:
Title:

Per:______________________________
Name:
Title:

I/We have authority to bind the corporation

VOXTUR DATA SERVICES, INC.

Per:______________________________
Name:
Title:

Per:______________________________
Name:
Title:

I/We have authority to bind the corporation

BLUE WATER FINANCIAL TECHNOLOGIES HOLDING COMPANY, LLC

Per:______________________________
Name:
Title:

Per:______________________________
Name:
Title:

I/We have authority to bind the corporation

BLUE WATER FINANCIAL TECHNOLOGIES, LLC

Per:______________________________
Name:
Title:

Per:______________________________
Name:
Title:

I/We have authority to bind the corporation

BLUE WATER FINANCIAL TECHNOLOGIES SERVICES, LLC

Per:______________________________
Name:
Title:

Per:______________________________
Name:
Title:

I/We have authority to bind the corporation