BMO Bank of Montreal

Execution Version

SECOND AMENDMENT TO THE CREDIT AGREEMENT

This Second Amendment to the Credit Agreement (this "**Amendment**") dated as of April 11, 2023, is made by and among BANK OF MONTREAL (the "**Lender**") and VOXTUR ANALYTICS CORP. and ILOOKABOUT (US) INC. (the "**Borrowers**") and ILOOKABOUT INC., MTAG PARALEGAL PROFESSIONAL CORPORATION, VOXTUR TECHNOLOGIES US, INC., VOXTUR SETTLEMENT SERVICES, LLC., APPRAISERS NOW LTD., VOXTUR ANALYTICS US CORP., VOXTUR SERVICES, LLC, VOXTUR APPRAISAL SERVICES, LLC, 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 (the "**Guarantors**")

RECITALS

WHEREAS, the Borrowers, the Guarantors and the Lender entered into an amended and restated credit agreement dated September 21, 2022, as amended by the first amendment to the amended and restated credit agreement dated November 29, 2022 (the "**First Amendment**"), as amended, amended and restated, modified or replaced from time to time (the "**Credit Agreement**");

AND WHEREAS, the parties hereto wish to amend the Credit Agreement on the terms and subject to the conditions set forth herein;

AND WHEREAS, pursuant to Section 18.2 of the Credit Agreement the Lender, the Borrowers and the Guarantors are required to execute this amendment to do so.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Interpretation</u>.

Capitalized terms used not otherwise defined in this Amendment shall have the respective meanings assigned to them in the Credit Agreement.

2. <u>Amendments to the Credit Agreement</u>.

References to Section 11.2 in the First Amendment are replaced with Section 12.2

Section 2(a) below is the existing positive covenant at Section 7 of the First Amendment to the Credit Agreement, which is hereby replaced with Section 2(b) below.

(a) The Borrowers covenant and agree that Voxtur Analytics Corp. shall raise equity financing in the amount of greater than or equal to $6,000,000 and the cash proceeds from the equity raise shall be deposited in a bank account held by Voxtur Analytics Corp. on or before March 30, 2023.

(b) The Borrowers covenant and agree that Voxtur Analytics Corp. shall raise equity financing in an amount of greater than or equal to USD $12,000,000 and the cash proceeds from the equity raise shall be deposited in a bank account held by Voxtur Analytics Corp. on or before May 31, 2023.

3. Limited Effect. Except as expressly provided herein, all of the terms and provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect and are hereby ratified and confirmed by the Borrowers and the Guarantors. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Loan Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrowers and the Guarantors that would require the waiver or consent of the Lender.

4. Confirmation of Security and Guarantee. Each Guarantor hereby confirms that the Guarantee and Security Documents that it has delivered to the Lender is and continues to be in full force and effect as continuing security for the payment and performance by it of all its present and future indebtedness, liabilities and obligations to the Lender now or hereafter arising, to the extent provided therein, and each such Security Document and Guarantee is enforceable against it by the Lender in accordance with its terms.

5. Conditions Precedent. This Amendment shall become effective upon the date hereof (the "**Effective Date**") on which the Lender shall have received:

(a) This Amendment, duly executed and delivered by the parties hereto;

(b) Satisfactory evidence that all corporate and other proceedings that are necessary in connection with this Amendment have been taken to the Lender's and its counsel's satisfaction, and the Lender and such counsel shall have received all such counterpart originals or certified copies of such documents as the Lender may request;

(c) Payment of an amendment fee in the amount of to the Lender upon execution of this Amendment.

(d) Payment of legal fees and expenses of ; and

(e) Such other information and documents as may reasonably be required by the Lender and its counsel in connection with this Amendment.

6. Representations and Warranties. The Borrowers and Guarantors hereby represent and warrant to the Lender (before and after giving effect to this Amendment) that:

(a) The Borrowers and Guarantors each have the power and authority, and the legal right, to execute, deliver and perform this Amendment and, in the case of the Borrowers, to obtain extensions of credit under the Credit Agreement as amended by this Amendment (the "**Amended Credit Agreement**").

(b) The Borrowers and the Guarantors have taken all necessary action to authorize the execution, delivery and performance of this Amendment and, in the case of the Borrowers, to authorize the extensions of credit on the terms and conditions of the Amended Credit Agreement.

(c) No consent or authorization of, filing with, notice to or other act by, or in respect of, any Governmental Authority or any other Person is required in connection with this Amendment, the extensions of credit under the Amended Credit Agreement or the execution, delivery, performance, validity or enforceability of this Amendment, or the performance, validity or enforceability of the Amended Credit Agreement, except consents, authorizations, filings and notices which have been obtained or made and are in full force and effect.

(d) This Amendment has been duly executed and delivered on behalf of the Borrowers and Guarantors. This Amendment and the Amended Credit Agreement constitute the legal, valid and binding obligations of the Borrowers and the Guarantors and are enforceable against the Borrowers and the Guarantors in accordance with their terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(e) Each of the representations and warranties made by the Borrowers and the Guarantors herein or in or pursuant to the Loan Documents is true and correct on and as of the Effective Date as if made on and as of such date (except that any representation or warranty which by its terms is made as of an earlier date shall be true and correct as of such earlier date).

(f) No Default or Event of Default has occurred and is continuing, or will result from this Amendment or any extension of credit under the Amended Credit Agreement.

7. <u>Successors and Assigns</u>. This Amendment is binding upon and shall enure to the benefit of the Borrowers, the Guarantors and the Lender, and each of their respective permitted successors and permitted assigns.

8. <u>Counterparts and Electronic Transmission</u>. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

LENDER:

BANK OF MONTREAL, as Lender

By: ___________________________________

Name:

Title:

BMO Bank of Montreal

BORROWER:

VOXTUR ANALYTICS CORP., as Borrower

By: ____________

BORROWER:

iLOOKABOUT (US) INC., as Borrower

By ______________

GUARANTOR:

iLOOKABOUT INC., as Guarantor

By: ______________

GUARANTOR:

MTAG PARALEGAL PROFESSIONAL CORPORATION, as Guarantor

By: ____________________

GUARANTOR:

VOXTUR TECHNOLOGIES US, INC., as Guarantor

By: ______________

GUARANTOR:

VOXTUR SETTLEMENT SERVICES, LLC, as Guarantor

By ______________

GUARANTOR:

APPRAISERS NOW LTD., as Guarantor

By: ______________

GUARANTOR:

VOXTUR ANALYTICS US CORP., as Guarantor

By: ______________

BMO Bank of Montreal

GUARANTOR:

VOXTUR SERVICES, LLC, as Guarantor

By ____________

GUARANTOR:

VOXTUR APPRAISAL SERVICES, LLC, as Guarantor

By: ____________

GUARANTOR:

APPRAISERS NOW US, LLC, as Guarantor

By: ____________

GUARANTOR:

VOXTUR DATA SERVICES, INC., as Guarantor

By: ____________

BMO Bank of Montreal

GUARANTOR:

BLUE WATER FINANCIAL TECHNOLOGIES HOLDING COMPANY, LLC., as Guarantor

By: ____________

GUARANTOR:

BLUE WATER FINANCIAL TECHNOLOGIES, LLC, as Guarantor

By: ____________

GUARANTOR:

BLUE WATER FINANCIAL TECHNOLOGIES SERVICES, LLC, as Guarantor

By: ____________