

THIS AMENDING AGREEMENT (this “**Amending Agreement**”) is dated as of January 1, 2025 (the “**Effective Date**”)

BY AND BETWEEN:

ALTUS GROUP LIMITED, a corporation existing under the laws of the Province of Ontario (the “**Parent Vendor**”)

and

RYAN, LLC, a Delaware limited liability company (the “**Purchaser**”)

RECITALS:

- (a) The Parent Vendor and the Purchaser entered into that certain Purchase and Sale Agreement, dated July 8, 2024 (the “**Purchase Agreement**”).
- (b) The parties wish to amend the Purchase Agreement upon the terms set out herein and in accordance with Section 14.8 of the Purchase Agreement.

NOW THEREFORE in consideration of the above, and for other good and valuable consideration, the parties agree as follows:

Section 1 Defined Terms

Capitalized words and terms used but not otherwise defined in this Amending Agreement shall have the meanings given to such terms in the Purchase Agreement.

Section 2 Headings

Section headings in this Amending Agreement are included for convenience of reference only and shall not constitute a part of this Amending Agreement for any other purpose.

Section 3 Amendment to Section 1.1 “Defined Terms” of the Purchase Agreement

The definition of the term “Transition Names” in Section 1.1 of the Purchase Agreement is hereby deleted in its entirety and replaced by the following:

“**Transition Names**” means the names “Altus Group Property Tax Services” (in its entirety), “Altus Group” (in its entirety), and “Altus”.”

Section 4 Effect of Amendment

Except as expressly amended by this Amending Agreement, the terms and provisions of the Purchase Agreement shall remain in full force and effect in accordance with its terms as of the Effective Date. From and after the Effective Date, any reference to “this Agreement” in the Purchase Agreement and any reference to the Purchase Agreement in any other agreements will mean the Purchase Agreement as amended by this Amending Agreement.

Section 5 Further Assurances

From or after the Effective Date, each party shall execute and deliver such documents and take all such action as is reasonably required to carry out the intent and purpose of this Amending Agreement.

Section 6 Binding Nature

This Amending Agreement becomes effective when executed by all of the parties. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. Neither party shall sell, pledge, assign or otherwise transfer its rights under this Amending Agreement without the prior written consent of the other party (which in the case of the Purchaser, means the consent of the Parent Vendor) and any attempt to do so shall be void. Notwithstanding the foregoing, the Purchaser may assign its rights, but not its obligations, under this Agreement to any lender to the Purchaser or any of its Affiliates as security for obligations to such lender in respect of the financing arrangements entered into in connection with the transactions contemplated hereby or to any insurer under a representation and warranty insurance policy pursuant to the subrogation provisions of the Purchase Agreement.

Section 7 Amendment

This Amending Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the parties.

Section 8 Governing Law

This Amending Agreement and all disputes, controversies or other Proceedings arising out of or relating to this Amending Agreement and the transactions contemplated hereby, including matters of validity, construction, effect, performance and remedies, is governed by and will be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably attorns and submits to the non-exclusive jurisdiction of the Ontario courts situated in the City of Toronto (and appellate courts therefrom) and waives objection to the venue of any proceeding in such court or that such court provides an inappropriate forum.

Section 9 Counterparts

This Amending Agreement may be executed (including by electronic means) in any number of counterparts, each of which (including any electronic transmission of an executed signature page), is deemed to be an original, and such counterparts together constitute one and the same agreement.

Section 10 Severability

If any provision of this Amending Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Amending Agreement, as the case may be, and the remaining provisions will remain in full force and effect, provided, however, if such severability will negate in any material respect the economic or legal substance of this Amending Agreement, then the parties shall negotiate in good faith to amend the invalid terms in a manner so that such terms shall not be invalid and will not modify in any material respect the economic or legal substance of this Amending Agreement unless otherwise agreed to by the parties.

[Remainder of page intentionally left blank. Signature page(s) follow.]

IN WITNESS WHEREOF the parties have executed this Amending Agreement on the Effective Date.

ALTUS GROUP LIMITED

By: (Signed) "*Terrie-Lynne Devonish*"

Name: Terrie-Lynne Devonish

Title: Chief Legal Officer

RYAN, LLC

By: (Signed) "*G. Brint Ryan*"

Name: G. Brint Ryan

Title: Chairman & Chief Executive Officer