

CLAROCITY CORPORATION
AND
VALUATION VISION, INC.
AND
COMPUTERSHARE TRUST COMPANY OF CANADA
AND
STABLEVIEW ASSET MANAGEMENT INC.

SUPPLEMENTAL INDENTURE No. 4
to the Trust Indenture dated as of May 8, 2017
as amended by Supplemental Indenture dated August 8, 2017
and further amended by Supplemental Indenture No. 2 dated April 27, 2018
and Supplemental Indenture No. 3 dated April 30, 2018
providing for the issuance of up to \$5,000,000
2% (monthly) Secured, Convertible, Subordinated Debentures

November 9, 2018

THIS SUPPLEMENTAL INDENTURE made effective as of the 9th day of November, 2018

BETWEEN:

CLAROCITY CORPORATION, a corporation existing under the laws of the Province of Alberta and having an office in the City of Calgary in the Province of Alberta

(hereinafter called the "**Corporation**")

AND

VALUATION VISION, INC., a corporation existing under the laws of the State of California and having an office with the City of Carlsbad in the State of California

(hereinafter called the "**Guarantor**")

AND

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company formed under the laws of Canada, having an office in the City of Calgary, in the Province of Alberta.

(hereinafter called the "**Trustee**")

AND

STABLEVIEW ASSET MANAGEMENT INC., a corporation existing under the laws of the Province of Ontario and having an office in the City of Toronto in the Province of Ontario

(hereinafter, called the "**Lender Representative**")

RECITALS

WHEREAS the Corporation, Guarantor, Trustee and Lender Representative executed a trust indenture as of May 8, 2017 and a Supplemental Indenture dated August 8, 2017 and a Supplemental Indenture No. 2 dated April 27, 2018 (collectively, the "**Trust Indenture**"), authorizing the issuance of 2% (monthly) Secured, Convertible, Subordinated Debentures (the "**Debentures**"); and

WHEREAS it is necessary and in the best interests of the Corporation to propose amendments to the Trust Indenture; and

WHEREAS all necessary acts and proceedings have been done and taken and all necessary resolutions have been passed to authorize the amendment of the Trust Indenture and to authorize the execution and delivery of this Supplemental Indenture by the parties hereto and to make the same effective and binding upon the parties hereto; and

NOW THEREFORE it is hereby covenanted, agreed and declared as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

Capitalized terms used in this Supplemental Indenture shall have the meaning of the definitions set out in the Indenture and in the Debentures, unless there is something in the subject matter or context inconsistent therewith.

1.2 Interpretation

In this Supplemental Indenture:

- (a) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa; and
- (b) words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by and do not imply limitation of their context or the words or phrases which precede or succeed them.

1.3 Applicable Law

This Supplemental Indenture shall be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated in all respects as Alberta contracts.

1.4 Invalidity, Etc.

Any provision hereof which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof.

1.5 Successors and Assigns

All covenants and agreements in this Supplemental Indenture by the Corporation shall bind its successors and assigns, whether expressed or not.

1.6 Day not a Business Day

In the event that any day on or before which any action required to be taken hereunder is not a Business Day, then such action shall be required to be taken on or before the requisite time on the next succeeding day that is a Business Day.

ARTICLE 2
THE DEBENTURES

- 2.1** Article 1 of the Trust Indenture is hereby amended by deleting in their entirety subparagraph 1.1(bb) of the Trust Indenture and replacing same with the following provisions:

1.1 Definitions

- (bb) "Initial Maturity Date" means January 25, 2019 and such other future date as may be consented to in writing by the Corporation and the Lender Representative.

- 2.2** Article 2.4 of the Trust Indenture is hereby amended by adding the following after the second sentence:

2.4 Payment of Interest

"Notwithstanding the foregoing and for greater clarity, interest payable in respect of the Debentures will continue to accrue at the rate of 2% (monthly) until January 25, 2019 unless further extended by mutual agreement of the Corporation and the Lender Representative."

ARTICLE 3
EXECUTION AND FORMAL DATE

3.1 Execution

This Supplemental Indenture may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

3.2 Formal Date

For the purpose of convenience this Supplemental Indenture may be referred to as bearing the formal date of November 9, 2018 irrespective of the actual date of execution hereof.

IN WITNESS whereof the parties hereto have executed these presents under the hands of their proper officers in that behalf.

CLAROCITY CORPORATION

By: "Shane Copeland"
Shane Copeland, Chief Executive Officer

VALUATION VISION, INC.

By: "Shane Copeland"
Shane Copeland, Chief Executive Officer

**COMPUTERSHARE TRUST COMPANY OF
CANADA**

By: "W. Anne DeWaele"

By: "Beatriz Fedozzi"

STABLEVIEW ASSET MANAGEMENT

By: "Colin Fisher"
Colin Fisher, President