VLCTY CAPITAL INC.

as the Corporation

and

BUILDDIRECT.COM TECHNOLOGIES INC.

as BuildDirect

and

COMPUTERSHARE TRUST COMPANY OF CANADA

as the Warrant Agent

SUPPLEMENTAL WARRANT INDENTURE

Dated as of August 13, 2021

SUPPLEMENTAL WARRANT INDENTURE

This Agreement (the "**Supplemental Indenture**") is made as of August 13, 2021, between

VLCTY CAPITAL INC. (to be renamed as BuildDirect.com Technologies Inc.), a corporation incorporated under the laws of the Province of British Columbia (the "**Corporation**"),

- AND -

BUILDDIRECT.COM TECHNOLOGIES INC., a corporation incorporated under the federal laws of Canada ("**BuildDirect**"),

- AND -

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company existing under the laws of Canada and authorized to carry on business in all provinces of Canada (the "**Warrant Agent**")

WHEREAS:

A. The Corporation, BuildDirect and the Warrant Agent executed a warrant indenture (the "**Original Indenture**") dated as of April 30, 2021 providing for the issue of up to a maximum of 3,487,000 Warrants, subject to the exercise of the Over-Allotment Option, in which case the Corporation may issue up to an additional 523,050 Warrants, for an aggregate of up to 4,010,050 Warrants (assuming the Over-Allotment Option is exercised in full) in accordance with the terms of the Original Indenture;

B. The Corporation desires to supplement the Original Indenture by amending and replacing certain terms and provisions contained in the Original Indenture;

C. Section 8.1 of the Original Indenture provides for the creation of indentures supplemental to the Original Indenture for the purposes of modifying any provisions of the Original Indenture which are not inconsistent with the Original Indenture as may be necessary or desirable with respect to matters contained therein, including providing for the issuance of additional Warrants hereunder;

D. The Warrant Agent is authorized and directed to enter into this Supplemental Indenture and to hold all rights, interests and benefits contained herein for and on behalf of those persons who are holders of the Warrants issued pursuant to the Indenture as modified by this Supplemental Indenture from time to time; and

E. All necessary acts and proceedings have been performed and taken and all necessary resolutions have been passed to authorize the execution and delivery of this Supplemental Indenture and to make this Supplemental Indenture legal, valid, effective and binding upon each of the Corporation, BuildDirect and the Warrant Agent for and on behalf of the holders of the Warrants in accordance with the terms of the Original Indenture, as amended by this Supplemental Indenture.

NOW THEREFORE THIS SUPPLEMENTAL INDENTURE WITNESSES that in consideration of the respective covenants and agreements contained herein and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Corporation, BuildDirect and the Warrant Agent covenant and agree, for the benefit of each other and for the equal and rateable benefit of the holders, as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 To Be Read With the Original Indenture

(a) This Supplemental Indenture is supplemental to the Original Indenture and the Original Indenture will henceforth be read in conjunction with this Supplemental Indenture and all the provisions of the Original Indenture, except only insofar as the same may be inconsistent with the express provisions hereof, will apply and have the same effect as if all the provisions of the Original Indenture and of this Supplemental Indenture were contained in one instrument and the expressions used herein will have the same meaning as is ascribed to the corresponding expressions in the Original Indenture.

(b) On and after the date hereof, each reference in the Original Indenture, as amended by this Supplemental Indenture, to “this Indenture”, “this indenture”, “herein”, “hereby”, and similar references, and each reference to the Original Indenture in any other agreement, certificate, document or instrument relating thereto, will mean and refer to the Original Indenture as amended hereby. Except as specifically amended by this Supplemental Indenture, all other terms and conditions of the Original Indenture will remain in full force and unchanged. For greater certainty, each of the Corporation, BuildDirect and the Warrant Agent acknowledge and agree that this Supplemental Indenture is not a novation of the Original Indenture, and nothing herein will be read as any implication to the contrary.

Section 1.2 Definitions

All terms which are defined in the Original Indenture and are used but not defined in this Supplemental Indenture will have the meanings ascribed to them in the Original Indenture as such meanings may be amended or supplemented with respect to the Warrants by this Supplemental Indenture. In the event of any inconsistency between the meaning given to a term in the Original Indenture and the meaning given to the same term in this Supplemental Indenture, the meaning given to the term in this Supplemental Indenture will prevail to the extent of the inconsistency.

Section 1.3 Headings etc.

The division of this Supplemental Indenture into articles, sections, subsections and paragraphs, and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation hereof. Unless the context otherwise requires, “this Supplemental Indenture”, “hereto”, “hereby”, “hereunder”, “hereof”, “herein” and similar expressions refer to this Supplemental Indenture and not to any particular article, section, subsection, paragraph or other portion hereof, and include any and every instrument which amends this Supplemental Indenture or is supplemental or ancillary hereto or in implementation hereof.

ARTICLE 2
AMENDMENTS TO THE ORIGINAL INDENTURE

Section 2.1 Amendment of Recitals

The following recital of the Original Indenture:

"**AND WHEREAS** the Corporation is proposing to issue up to a maximum of 3,487,000 Warrants pursuant to this Indenture, subject to the exercise of the Over-Allotment Option, in which case the Corporation may issue up to an additional 523,050 Warrants, for an aggregate of up to 4,010,050 Warrants (assuming the Over-Allotment Option is exercised in full) in accordance with the terms of this Indenture;"

is hereby amended, restated and superseded in its entirety by the following new recitals:

"**AND WHEREAS** pursuant to the terms and conditions of an exempt market dealer services agreement dated August ____, 2021 between the Corporation, BuildDirect and Raintree Financial Solutions, BuildDirect proposes to issue and sell 90,264 equity units (each an "**Equity Unit**") of BuildDirect at a price of $5.75 per Equity Unit, in the aggregate, in respect of which BuildDirect may issue an additional 90,264 Warrants;

AND WHEREAS BuildDirect may issue an additional 3,597,503 Warrants pursuant to the conversion of certain convertible notes (the "**Convertible Notes**");

AND WHEREAS the Corporation is proposing to issue:

(a) in connection with the Agency Agreement, up to a maximum of 3,487,000 Warrants pursuant to this Indenture, subject to the exercise of the Over-Allotment Option, in which case the Corporation may issue up to an additional 523,050 Warrants, for an aggregate of up to 4,010,050 Warrants (assuming the Over-Allotment Option is exercised in full) in accordance with the terms of this Indenture;

(b) in connection with the Exempt Market Dealer Services Agreement, 90,264 additional warrants; and

(c) in connection with the Convertible Notes, 3,597,503 additional warrants; and,

for an aggregate of up to 7,697,817 Warrants;"

Section 2.2 Amendment of Definition of Warrants

The definition of "Warrants" under the Original Indenture is hereby amended, restated and superseded in its entirety by the following:

““**Warrants**” means the Common Share purchase warrants created by and authorized by and issuable under this Indenture, to be issued and countersigned hereunder as a Warrant Certificate and /or Uncertificated Warrant held through the book entry registration system on a no certificate issued basis, entitling the holders thereof to purchase up to an aggregate of 7,697,817 Warrant Shares (subject to such further adjustments as herein provided) at the Exercise Price prior to the Expiry Time and, where the context so requires, also means the warrants issued and Authenticated hereunder, whether by way of Warrant Certificate or Uncertificated Warrant;”

Section 2.3 Amendment of Section 2.1 of the Original Indenture

Section 2.1 of the Original Indenture is hereby amended, restated and superseded in its entirety by the following:

“A maximum of 7,697,817 Warrants are hereby created and authorized to be issued on their respective Issue Dates in accordance with the terms and conditions hereof. By written order of the Corporation, the Warrant Agent shall deliver Warrants in certificate or uncertificated form pursuant to Section 2.5 hereof to Registered Warrantholders and record the name of the Registered Warrantholders on the Warrant register. Registration of interests in Warrants held by the Depository may be evidenced by a position appearing on the register for Warrants of the Warrant Agent for an amount representing the aggregate number of such Warrants outstanding from time to time.”

ARTICLE 3
MISCELLANEOUS

Section 3.1 Confirmation of Indenture

(a) The Original Indenture as amended and supplemented by this Supplemental Indenture is hereby confirmed and approved.

(b) The Warrants issued and outstanding shall be deemed to include the amendments as set forth herein, without any further action of the Warrantholders.

Section 3.2 Governing Law

This Supplemental Indenture will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and will be treated in all respects as British Columbia contracts. With respect to any suit, action or proceedings relating to this Supplemental Indenture, the Corporation, BuildDirect and the Warrant Agent and each holder irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

Section 3.3 Counterparts

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

The parties have executed this Supplemental Indenture.

VLCTY CAPITAL INC.

By: *(Signed "Andrew Elbaz")*
Name: Andrew Elbaz
Title: CEO

By: *(Signed "John Farlinger")*
Name: John Farlinger
Title: CFO

BUILDDIRECT.COM TECHNOLOGIES INC.

By: *(Signed "Dan Park")*
Name: Dan Park
Title: CEO

By: *(Signed "Ethan Rudin")*
Name: Ethan Rudin
Title: CFO

COMPUTERSHARE TRUST COMPANY OF CANADA

By: *(Signed "Jennifer Wong")*
Name: Jennifer Wong
Title: Manager

By: *(Signed "Brian Howarthk")*
Name: Brian Howarth
Title: Corporate Trust Officer