

SECOND SUPPLEMENTAL INDENTURE

THIS INDENTURE dated as of June 21, 2023 is between:

BAYLIN TECHNOLOGIES INC., a corporation existing under the laws of the Province of Ontario (the “**Corporation**”),

- and-

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company existing under the laws of Canada and registered to carry on business in the Province of Ontario (the “**Trustee**”).

RECITALS:

(a) The Corporation and the Trustee are parties to a Convertible Debenture Indenture dated as of July 10, 2018, as amended and supplemented by a First Supplemental Indenture dated as of May 19, 2021 (together, the “**Indenture**”), which provides for the issuance of Debentures in one or more series.

(b) Pursuant to the Indenture, the Corporation issued an aggregate principal amount of \$17,250,000 6.5% Extendible Convertible Unsecured Debentures, of which \$5,115,000 remain outstanding (the “**Initial Debentures**”).

(c) The Corporation wishes to amend the Indenture to (i) extend the maturity date of the Initial Debentures from July 10, 2023 to June 30, 2026, (ii) increase the interest rate on the Initial Debentures from 6.5% to 8.5%, effective June 30, 2023, (iii) reduce the conversion price of the Initial Debentures from \$3.85 to \$1.00 per common share of the Corporation, (iv) amend the definition of “Change of Control” to permit the Corporation’s Chairman, Jeffrey C. Royer, and related parties to acquire 66 2/3% or more of the common shares of the Corporation without it constituting a Change of Control and (v) make any other amendments necessary or appropriate in order to give effect to the foregoing (collectively, the “**Amendments**”).

(d) The Initial Debentures are the only Debentures outstanding under the Indenture.

(e) Holders of the Initial Debentures have duly passed an Extraordinary Resolution in accordance with the Indenture approving the Amendments.

(f) The Corporation has obtained all other required approvals for the Amendments.

(g) This Second Supplemental Indenture is entered into pursuant to section 15.1 of the Indenture for the purpose of giving effect to the Amendments.

NOW THEREFORE THIS SECOND 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 mutually acknowledged), the Corporation and the Trustee covenant and agree, for the benefit of each other and for the equal and rateable benefit of the holders, as follows:

ARTICLE 1 INTERPRETATION

1.1 Supplemental Indenture

This Second Supplemental Indenture is a supplemental indenture within the meaning of the Indenture. The Indenture and this Second Supplemental Indenture will be read together and have effect so far as practicable as though all the provisions of such indentures were contained in one instrument.

1.2 Second Supplemental Indenture

The terms “this Second Supplemental Indenture”, “herein”, “hereof”, “hereby”, “hereunder”, and similar expressions, unless the context otherwise specifies or requires, refer to the Indenture and this Second Supplemental Indenture and not to any particular Article, Section, subsection or clauses thereof, and include every instrument supplemental or ancillary to this Second Supplemental Indenture.

1.3 Definitions

All terms used but not separately defined in this Second Supplemental Indenture (including in the recitals) have the meaning ascribed to them in the Indenture.

1.4 Recitals

The recitals in this Second Supplemental Indenture are made as representations and statements of fact by the Corporation and not by the Trustee.

ARTICLE 2 AMENDMENTS

2.1 Amendments

(a) Section 1.1 of the Indenture is amended by deleting paragraphs (p), (qq) and (ww) and replacing them, respectively, with the following:

“(p) **“Change of Control”** means: (i) the acquisition by any Person, or group of Persons acting jointly or in concert (within the meaning of NI 62-104), other than the Royer Group, of ownership of or voting control or direction over an aggregate of 66 2/3% or more of the outstanding Common Shares; or (ii) the sale or other transfer of all or substantially all of the consolidated assets of the Corporation (other than the Royer Group), but shall not include a sale, merger, reorganization, arrangement, combination or other similar transaction if the previous holders of Common Shares hold at least 50% of the voting control or direction in such merged, reorganized, arranged, combined or other continuing entity (and in the case of a sale of all or substantially all of the assets, in the entity which has acquired such assets) immediately following completion of such transaction;”

“(qq) **“Final Maturity Date”** means June 30, 2026;”; and

“(ww) **“Initial Debentures”** means the Debentures designated as “8.5% Convertible Unsecured Debentures” and described in Section 2.4;”

- (b) Section 1.1 of the Indenture is amended by adding, as a new paragraph (ttt) (with existing paragraphs (ttt) through (hhhh) renumbered accordingly), the following:

“(ttt) **“Royer Group”** means Jeffery C. Royer and any spouse or child of Mr. Royer, and their respective heirs, executors and estates, and any related party (within the meaning of National Instrument 61-101 - Protection of Minority Security Holders in Special Transactions) of any one or more of the foregoing, in each case, acting individually or jointly or in concert;”

- (c) Section 1.18 of the Indenture is amended by deleting Schedules “A”, “B”, “C” and “D” to the Indenture and replacing them with Schedules “A”, “B”, “C” and “D”, respectively, to this Second Supplemental Indenture.

- (d) Section 2.4 of the Indenture is amended:

(1) in paragraph (a), by changing the designation of the Initial Debentures from “6.5% Extendible Convertible Unsecured Debentures” to:

“8.5% Convertible Unsecured Debentures”

and any other references in the Indenture to “6.5% Extendible Convertible Unsecured Debentures” will be deemed to read “8.5% Convertible Unsecured Debentures”;

(2) by deleting paragraph (c) in its entirety and replacing it with the following:

“The Initial Debentures shall bear interest from and including June 30, 2023 at the rate of 8.5% per annum (based on a year of 365 days), payable in arrears in equal semi-annual installments (less any tax required by law to be deducted) on June 30 and December 31 in each year, payable after as well as before maturity and after as well as before default, with interest on amounts in default at the same rate, compounded semi-annually. Any payment required to be made on any day that is not a Business Day will be made on the next succeeding Business Day. The record dates for the payment of interest on the Initial Debentures will be June 15 and December 15 in each year (or the first Business Day prior to such date if not a Business Day).”; and

(3) in paragraph (f), by deleting the first and second sentences of the second paragraph and replacing them with the following:

“The Conversion Price in effect for each Common Share to be issued upon the conversion of Initial Debentures shall be equal to \$1.00, such that 1,000 Common Shares shall be issued for each \$1,000 principal amount of Initial Debentures so converted.”

**ARTICLE 3
MISCELLANEOUS**

3.1 Confirmation

The provisions of the Indenture and Initial Debentures remain in full force and effect, unamended except as specified in this Second Supplemental Indenture, and the Indenture, as amended and supplemented by this Second Supplemental Indenture, is ratified and confirmed.

3.2 Execution

This Second Supplemental Indenture may be executed by facsimile or in electronic form in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

3.3 Effective Date

This Second Supplemental Indenture and the amendments in Section 2.1 are effective from and after the date of this Second Supplemental Indenture, except for the amendment in Section 2.1(d)(2), which is effective from and after June 30, 2023.

[Signature Page Follows]

IN WITNESS whereof the parties hereto have executed this Second Supplemental Indenture under the respective hands of their proper officers in that behalf.

BAYLIN TECHNOLOGIES INC.

By: (s) "Philip Mohtadi"

Name: Philip Mohtadi
Title: Corporate Secretary

COMPUTERSHARE TRUST COMPANY OF CANADA

By: (s) "Yana Nedyalkova"

Name: Yana Nedyalkova
Title: Corporate Trust Officer

By: (s) "Pinky Erandio"

Name: Pinky Erandio
Title: Associate Trust Officer

**SCHEDULE “A”
Form of Global Debenture**

This Debenture is a Global Debenture within the meaning of the Indenture herein referred to and is registered in the name of a Depository or a nominee thereof. This Debenture may not be transferred to or exchanged for Debentures registered in the name of any person other than the Depository or a nominee thereof and no such transfer may be registered except in the limited circumstances described in the Indenture. Every Debenture authenticated and delivered upon registration of, transfer of, or in exchange for, or in lieu of, this Debenture shall be a Global Debenture subject to the foregoing, except in such limited circumstances described in the Indenture.

Unless this certificate is presented by an authorized representative of CDS Clearing and Depository Services Inc. (“CDS”) to Baylin Technologies Inc. (the “Issuer”) or its agent for registration of transfer, exchange or payment, and any certificate issued in respect thereof is registered in the name of CDS & Co., or in such other name as is requested by an authorized representative of CDS (and any payment is made to CDS & Co. or to such other entity as is requested by an authorized representative of CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered holder hereof, CDS & Co., has a property interest in the securities represented by this certificate herein and it is a violation of its rights for another person to hold, transfer or deal with this certificate.

CUSIP 072819AB1
ISIN CA072819AB17

No. ●

\$●

**BAYLIN TECHNOLOGIES INC.
(incorporated under the law of the Province of Ontario)**

8.5% CONVERTIBLE UNSECURED DEBENTURES DUE JUNE 30, 2026

Baylin Technologies Inc. (the “**Corporation**” or the “**Issuer**”) for value received hereby acknowledges itself indebted and, subject to the provisions of the Debenture Indenture dated as of July 10, 2018 (as amended and/or supplemented from time to time, the “**Indenture**”) between the Corporation and Computershare Trust Company of Canada (the “**Trustee**”), promises to pay to the registered holder hereof on the Initial Maturity Date (as defined herein) or, if such maturity date is automatically extended in accordance with the terms set out herein and in the Indenture, to the Final Maturity Date (as defined in the Indenture), on the Final Maturity Date, or on such earlier date as the principal amount hereof may become due in accordance with the provisions of the Indenture (any such date, the “**Maturity Date**”) the principal sum of ● Dollars (\$●) in lawful money of Canada on presentation and surrender of this Initial Debenture at the main branch of the Trustee in Toronto, Ontario in accordance with the terms of the Indenture and, subject as hereinafter provided, to pay interest on the principal amount hereof from the date hereof, or from the last Interest Payment Date to which interest shall have been paid or made available for payment

hereon, whichever is later, at the rate of 8.5% per annum (based on a year of 365 days), in like money, in arrears in semi-annual instalments (less any tax required by law to be deducted) on June 30 and December 31 in each year and, should the Corporation at any time make default in the payment of any principal, premium, if any, or interest, to pay interest on the amount in default at the same rate, in like money and on the same dates.

This Initial Debenture is one of the 8.5% Convertible Unsecured Debentures (referred to herein as the “**Initial Debentures**”) of the Corporation issued or issuable in one or more series under the provisions of the Indenture. The Initial Debentures authorized for issue immediately are limited to an aggregate principal amount of \$17,250,000 in lawful money of Canada. Reference is hereby expressly made to the Indenture for a description of the terms and conditions upon which the Initial Debentures are or are to be issued and held and the rights and remedies of the holders of the Initial Debentures and of the Corporation and of the Trustee, all to the same effect as if the provisions of the Indenture were herein set forth to all of which provisions the holder of this Initial Debenture by acceptance hereof assents.

The Initial Debentures are issuable only in denominations of \$1,000 and integral multiples thereof. Upon compliance with the provisions of the Indenture, Debentures of any denomination may be exchanged for an equal aggregate principal amount of Debentures in any other authorized denomination or denominations.

Any part, being \$1,000 or an integral multiple thereof, of the principal of this Initial Debenture, provided that the principal amount of this Initial Debenture is in a denomination in excess of \$1,000, is convertible, at the option of the holder hereof, upon surrender of this Initial Debenture at the principal office of the Trustee in Toronto, Ontario, at any time following the Acquisition Closing and prior to the close of business on the Maturity Date or, if this Initial Debenture is called for redemption on or prior to such date, then, to the extent so called for redemption, up to but not after the close of business on the last Business Day immediately preceding the date specified for redemption of this Initial Debenture or, if called for repurchase pursuant to a Change of Control (as defined in the Indenture) on the Business Day immediately prior to the payment date, into Common Shares (without adjustment for interest accrued hereon or for dividends or distributions on Common Shares issuable upon conversion) at a conversion price of \$1.00 (the “**Conversion Price**”) per Common Share, being a rate of 1,000 Common Shares for each \$1,000 principal amount of Initial Debentures, all subject to the terms and conditions and in the manner set forth in the Indenture. The Indenture makes provision for the adjustment of the Conversion Price in the events therein specified. No fractional Common Shares will be issued on any conversion but in lieu thereof, the Corporation will satisfy such fractional interest by a cash payment equal to the market price of such fractional interest determined in accordance with the Indenture. Holders converting their Debentures will receive accrued and unpaid interest thereon up to but excluding the Conversion Date. If a Debenture is surrendered for conversion on an Interest Payment Date or during the ten preceding Business Days, the person or persons entitled to receive Common Shares in respect of the Debentures so surrendered for conversion shall not become the holder or holders of record of such Common Shares until the Business Day following such Interest Payment Date. This Initial Debenture may be redeemed at the option of the Corporation on the terms and conditions set out in the Indenture at the Redemption Price therein and herein set out provided that this Initial Debenture is not redeemable before July 10, 2021, except in the event of the satisfaction

of certain conditions after a Change of Control has occurred. On or after July 10, 2021, provided that the Current Market Price at the time of the Redemption Notice is at least 125% of the Conversion Price, the Initial Debentures may be redeemed at the option of the Corporation, in whole or in part from time to time upon notice as provided for in Section 4.3 of the Indenture at a Redemption Price equal to their principal amount plus accrued and unpaid interest thereon up to (but excluding) the Redemption Date and otherwise on the terms and conditions described in the Indenture. On or after July 10, 2021, the Initial Debentures may be redeemed at the option of the Corporation, in whole or in part from time to time at a Redemption Price equal to their principal amount plus accrued and unpaid interest thereon up to (but excluding) the Redemption Date and otherwise on the terms and conditions described in the Indenture. The Corporation may, upon notice as provided in the Indenture, at its option and subject to any applicable regulatory approval, elect to satisfy its obligation to pay the principal amount of the Redemption Price by the issue of that number of Common Shares obtained by dividing the applicable Redemption Price by 95% of the volume weighted average trading price of the Common Shares on the TSX (or such other stock exchange on which the Initial Debentures may be listed) for the 20 consecutive trading days ending five trading days before the Redemption Date. All accrued and unpaid interest forming part of the Redemption Price shall be paid in lawful money of Canada.

Upon the occurrence of a Change of Control of the Corporation, the Corporation is required to make an offer to purchase all of the Initial Debentures at a price equal to 101% of the principal amount of such Initial Debentures plus accrued and unpaid interest (if any) up to, but excluding, the date the Initial Debentures are so repurchased (the “**Change of Control Purchase Offer**”). If 90% or more of the principal amount of all Debentures outstanding on the date the Corporation provides notice of a Change of Control to the Trustee have been tendered for purchase pursuant to the Change of Control Purchase Offer, the Corporation has the right to redeem all the remaining outstanding Initial Debentures on the same date and at the same price.

In addition to the requirement for the Corporation to make a Change of Control Purchase Offer in the event of a Change of Control, if a Change of Control occurs in which 10% or more of the consideration for the Common Shares in the transaction or transactions constituting a Change of Control consists of:

- (i) cash other than cash payments for fractional Common Shares and cash payments made in respect of dissenter’s appraisal rights;
- (ii) equity securities that are not traded or intended to be traded immediately following such transactions on a stock exchange; or
- (iii) other property that is not traded or intended to be traded immediately following such transactions on a stock exchange cash,

then subject to regulatory approvals, during the period beginning ten trading days before the anticipated date on which the Change of Control becomes effective and ending 30 days after the Change of Control Purchase Offer is delivered, holders of Debentures will be entitled to convert their Debentures, subject to certain limitations, and receive, in addition to the number of Common

Shares they would otherwise be entitled to receive, an additional number of Common Shares per \$1,000 principal amount of Debentures calculated in accordance with the terms of the Indenture.

If an offer is made for the Initial Debentures which is a take-over bid for the Initial Debentures within the meaning of applicable Canadian securities laws and 90% or more of the principal amount of all the Initial Debentures (other than Initial Debentures held at the date of the offer by or on behalf of the Offeror, associates or affiliates of the Offeror or anyone acting jointly or in concert with the Offeror) are taken up and paid for by the Offeror, the Offeror will be entitled to acquire the Initial Debentures of those holders who did not accept the offer on the same terms as the Offeror acquired the first 90% of the principal amount of the Initial Debentures.

The Corporation may, upon notice as provided in the Indenture, at its option and subject to any applicable regulatory approval, elect to satisfy the obligation to repay all or any portion of the principal amount of this Initial Debenture due on the Maturity Date by the issue of that number of Freely Tradeable Common Shares obtained by dividing the principal amount of this Initial Debenture (or that portion to be paid for in Common Shares pursuant to the exercise by the Corporation of the Common Share Repayment Right) by 95% of the volume weighted average trading price of the Common Shares on the TSX (or such other exchange on which the Debentures are then listed) for the 20 consecutive trading days ending five trading days before the Maturity Date. All accrued and unpaid interest due on the Maturity Date shall be paid in lawful money of Canada.

The indebtedness evidenced by this Initial Debenture, and by all other Initial Debentures now or hereafter certified and delivered under the Indenture, is a direct unsecured obligation of the Corporation.

The principal hereof may become or be declared due and payable before the stated maturity in the events, in the manner, with the effect and at the times provided in the Indenture.

The Indenture contains provisions making binding upon all holders of Debentures outstanding thereunder (or in certain circumstances specific series of Debentures) resolutions passed at meetings of such holders held in accordance with such provisions and instruments signed by the holders of a specified majority of Debentures outstanding (or specific series), which resolutions or instruments may have the effect of amending the terms of this Initial Debenture or the Indenture.

The Indenture contains provisions disclaiming any personal liability on the part of holders of Common Shares and officers, directors and employees of the Corporation in respect of any obligation or claim arising out of the Indenture or this Debenture.

This Initial Debenture may only be transferred, upon compliance with the conditions prescribed in the Indenture, in one of the registers to be kept at the principal office of the Trustee in the City of Toronto and in such other place or places and/or by such other registrars (if any) as the Corporation with the approval of the Trustee may designate. No transfer of this Initial Debenture shall be valid unless made on the register by the registered holder hereof or his executors or administrators or other legal representatives, or his or their attorney duly appointed by an instrument in form and substance satisfactory to the Trustee or other registrar, and upon compliance with such reasonable

requirements as the Trustee and/or other registrar may prescribe and upon surrender of this Initial Debenture for cancellation. Thereupon a new Initial Debenture or Initial Debentures in the same aggregate principal amount shall be issued to the transferee in exchange hereof.

This Initial Debenture shall not become obligatory for any purpose until it shall have been certified by the Trustee under the Indenture.

Capitalized words or expressions used in this Initial Debenture shall, unless otherwise defined herein, have the meaning ascribed thereto in the Indenture.

IN WITNESS WHEREOF BAYLIN TECHNOLOGIES INC. has caused this Debenture to be signed by its authorized representatives as of ●.

BAYLIN TECHNOLOGIES INC.

By: _____

(FORM OF TRUSTEE’S CERTIFICATE)

This Initial Debenture is one of the 8.5% Convertible Unsecured Debentures due June 30, 2026 referred to in the Indenture within mentioned.

COMPUTERSHARE TRUST COMPANY OF CANADA

By: _____
(Authorized Officer)

Date: _____

(FORM OF REGISTRATION PANEL)

(No writing hereon except by Trustee or other registrar)

| Date of Registration | In Whose Name Registered | Signature of Trustee or Registrar |
|-----------------------------|---------------------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____, whose address and social insurance number, if applicable, are set forth below, this Initial Debenture (or \$_____ principal amount hereof*) of BAYLIN TECHNOLOGIES INC. standing in the name(s) of the undersigned in the register maintained by the Corporation with respect to such Initial Debenture and does hereby irrevocably authorize and direct the Trustee to transfer such Initial Debenture in such register, with full power of substitution in the premises.

Dated: _____

Address of Transferee: _____

(Street Address, City, Province and Postal Code)

Social Insurance Number of Transferee, if applicable:

*If less than the full principal amount of the within Initial Debenture is to be transferred, indicate in the space provided the principal amount (which must be \$1,000 or an integral multiple thereof, unless you hold an Initial Debenture in a non-integral multiple of \$1,000 by reason of your having exercised your right to exchange upon the making of a Change of Control Purchase Offer, in which case such Initial Debenture is transferable only in its entirety) to be transferred.

1. The signature(s) to this assignment must correspond with the name(s) as written upon the face of this Initial Debenture in every particular without alteration or any change whatsoever. The signature(s) must be guaranteed by a Canadian Schedule 1 chartered bank or by a member of an acceptable Medallion Guarantee Program. Notarized or witnessed signatures are not acceptable as guaranteed signatures. The Guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED".

2. The registered holder of this Initial Debenture is responsible for the payment of any documentary, stamp or other transfer taxes that may be payable in respect of the transfer of this Debenture.

Signature of Guarantor:

Authorized Officer

Signature of transferring registered holder

Name of Institution

**SCHEDULE “B”
Form of Redemption Notice**

BAYLIN TECHNOLOGIES INC.

8.5% CONVERTIBLE UNSECURED DEBENTURES

REDEMPTION NOTICE

To: Holders of 8.5% Convertible Unsecured Debentures (the “**Debentures**”) of Baylin Technologies Inc. (the “**Corporation**”)

Note: All capitalized terms used herein have the meaning ascribed thereto in the Indenture mentioned below, unless otherwise indicated.

Notice is hereby given pursuant to Section 4.3 of the convertible debenture indenture dated as of July 10, 2018 (as amended and/or supplemented from time to time, the “**Indenture**”) between the Corporation and Computershare Trust Company of Canada (the “**Trustee**”), that the aggregate principal amount of \$● of the \$● of Debentures outstanding will be redeemed as of ● (the “**Redemption Date**”), upon payment of a redemption amount of \$● for each \$1,000 principal amount of Debentures, being equal to the aggregate of: (i) \$● (the “**Redemption Price**”); and (ii) all accrued and unpaid interest hereon to but excluding the Redemption Date (collectively, the “**Total Redemption Price**”).

The Total Redemption Price will be payable upon presentation and surrender of the Debentures called for redemption at the following corporate trust office:

COMPUTERSHARE TRUST COMPANY OF CANADA

100 University Ave, 8th Floor
Toronto, ON M5J 2Y1

The interest upon the principal amount of Debentures called for redemption shall cease to be payable from and after the Redemption Date, unless payment of the Total Redemption Price shall not be made on presentation for surrender of such Debentures at the above-mentioned corporate trust office on or after the Redemption Date or prior to the setting aside of the Total Redemption Price pursuant to the Indenture.

Pursuant to Section 4.6 of the Indenture, the Corporation hereby irrevocably elects to satisfy its obligation to pay \$● of the Redemption Price payable to holders of Debentures in accordance with this notice by issuing and delivering to the holders that number of Freely Tradeable Common Shares obtained by dividing the Redemption Price by 95% of the Current Market Price of the Common Shares.

No fractional Common Shares shall be delivered upon the exercise by the Corporation of the above-mentioned redemption right but, in lieu thereof, the Corporation shall pay the cash

equivalent thereof determined on the basis of the Current Market Price of Common Shares on the Redemption Date (less any tax required to be deducted, if any).

In this connection, upon presentation and surrender of the Debentures for payment on the Redemption Date, the Corporation shall, on the Redemption Date, make the delivery to the Trustee, at the above-mentioned corporate trust office, for delivery to and on account of the holders, of certificates representing the Freely Tradeable Common Shares to which holders are entitled together with the cash equivalent in lieu of fractional Common Shares, cash for all accrued and unpaid interest up to, but excluding, the Redemption Date, and, if only a portion of the Debentures are to be redeemed by issuing Freely Tradeable Common Shares, cash representing the balance of the Redemption Price.

DATED:

BAYLIN TECHNOLOGIES INC.

(Authorized Director or Officer of Baylin Technologies Inc.)

**SCHEDULE “C”
Form of Maturity Notice**

BAYLIN TECHNOLOGIES INC.

8.5% CONVERTIBLE UNSECURED DEBENTURES

MATURITY NOTICE

To: Holders of 8.5% Extendible Convertible Unsecured Debentures (the “**Debentures**”) of Baylin Technologies Inc. (the “**Corporation**”)

Note: All capitalized terms used herein have the meaning ascribed thereto in the Indenture referenced below, unless otherwise indicated.

Notice is hereby given pursuant to Section 4.10(b) of the convertible debenture indenture dated as of July 10, 2018 (as amended and/or supplemented from time to time, the “**Indenture**”) between the Corporation and Computershare Trust Company of Canada, as trustee (the “**Trustee**”), that the Debentures are due and payable as of June 30, 2026 (the “**Maturity Date**”) and the Corporation elects to satisfy its obligation to repay to holders of Debentures the principal amount of all of the Debentures outstanding on the Maturity Date by issuing and delivering to the holders that number of Freely Tradeable Common Shares equal to the number obtained by dividing such principal amount of the Debentures and accrued and unpaid interest thereon by 95% of the Current Market Price of Common Shares on the Maturity Date. All accrued and unpaid interest due on the Maturity Date shall be paid in lawful money of Canada.

No fractional Common Shares shall be delivered on exercise by the Corporation of the above-mentioned repayment right but, in lieu thereof, the Corporation shall pay the cash equivalent thereof determined on the basis of the Current Market Price of Common Shares on the Maturity Date (less any tax required to be deducted, if any).

In this connection, upon presentation and surrender of the Debentures for payment on the Maturity Date, the Corporation shall, on the Maturity Date, make delivery to the Trustee, at its principal trust office in Toronto, Ontario, for delivery to and on account of the holders, of certificates representing the Freely Tradeable Common Shares to which holders are entitled together with (i) the cash equivalent in lieu of fractional Common Shares and (ii) cash in payment for all accrued and unpaid interest due, and if only a portion of the principal of the Debentures are to be repaid by issuing Freely Tradeable Common Shares, cash representing the balance of the principal amount and premium (if any) due on the Maturity Date.

DATED:
BAYLIN TECHNOLOGIES INC.

(Authorized Director or Officer of Baylin Technologies Inc.)

**SCHEDULE “D”
Form of Notice of Conversion**

CONVERSION NOTICE

TO: BAYLIN TECHNOLOGIES INC.

Note: All capitalized terms used herein have the meaning ascribed thereto in the convertible debenture indenture dated as of July 10, 2018 (as amended and/or supplemented from time to time, the “**Indenture**”) between the Corporation and Computershare Trust Company of Canada, as trustee, unless otherwise indicated.

The undersigned registered holder of 8.5% convertible unsecured debentures (the “**Debentures**”) irrevocably elects to convert such Debentures (or \$● principal amount thereof*) in accordance with the terms of the Indenture referred to in such Debentures and tenders herewith the Debentures, and, if applicable, directs that the Common Shares of Baylin Technologies Inc. issuable upon a conversion be issued and delivered to the Person indicated below. (If Common Shares are to be issued in the name of a person other than the holder, all requisite transfer taxes must be tendered by the undersigned).

Dated: _____

(Signature of Registered Holder)

*If less than the full principal amount of the Debentures, indicate in the space provided the principal amount (which must be \$1,000 or integral multiples thereof).

NOTE: If Common Shares are to be issued in the name of a Person other than the holder, the signature must be guaranteed by a Canadian Schedule 1 chartered bank or by a member of an acceptable Medallion Guarantee Program. The Guarantor must affix a stamp bearing the actual words: “SIGNATURE GUARANTEED”.

(Print name in which Common Shares are to be issued, delivered and registered)

Name: _____

(Address)

(City, Province and Postal Code)

Name of guarantor: _____

Authorized signature: _____