

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE, AND ANY SECURITIES ISSUABLE UPON CONVERSION OF SUCH SECURITIES, WILL NOT TRADE SUCH SECURITIES BEFORE NOVEMBER 1, 2025.

CONVERTIBLE DEBENTURE

Issue Date: June 30, 2025

Conversion Price (subject to adjustment as contemplated herein): **\$0.155 per Conversion Unit**

FOR VALUE RECEIVED, THE GOOD FLOUR CORP. (TO BE RENAMED INTELLISTAKE TECHNOLOGIES CORP.) (the “Company”) promises to pay to OCEANSIDE STRATEGIES, INC. #684 10 MARKET STREET, GEORGETOWN, KY19006, CAYMAN ISLANDS or its registered assigns (the “Holder”), the principal sum of one million two-hundred fifty thousand dollars (\$1,250,000) in lawful currency of Canada (the “Principal Amount”) on the date that is three years after the Issue Date (the “Maturity Date”), subject to the terms and conditions hereof. This Debenture will bear Interest (as defined herein) calculated per annum at the Interest Rate (as defined herein).

This Debenture is subject to the following additional terms and conditions:

1. Definitions

1.1 In this Debenture, the following terms will have the following meanings:

- (a) “**Applicable Laws**” means applicable: (i) laws, constitutions, treaties, statutes, codes, ordinances, statutory rules, principles of common and civil law and equity, terms and conditions of any grants of approval, permissions, orders, decrees, rules, regulations and municipal by-laws, whether domestic, foreign or international, (ii) judicial, arbitral, administrative, ministerial, departmental and regulatory judgments, orders, writs, injunctions, decisions, rulings, licences, decrees and awards of any Governmental Entity, and (iii) policies, practices and guidelines of any Governmental Entity, which, although not actually having the force of law, are considered by such Governmental Entity as requiring compliance as if having the force of law, in each case binding on or affecting a Person, or the assets of a Person, referred to in the context in which such word is used;
- (b) “**Business Day**” means any day except Saturday, Sunday and any day which is a statutory holiday in the Province of British Columbia or a day on which banking institutions in the Province of British Columbia are authorized or required by Applicable Laws to close;
- (c) “**Common Shares**” means the Class A common shares in the capital of the Company and shares of any other class into which such Common Shares may hereafter be reclassified or changed;
- (d) “**Contract**” means any agreement, contract, licence, undertaking, engagement or commitment of any nature, written or oral;
- (e) “**Conversion Date**” has the meaning set forth in Section 5.3 hereof;
- (f) “**Conversion Price**” means \$0.155 per Conversion Unit, subject to adjustment as provided for in Section 5;

- (g) **“Conversion Unit”** means a unit consisting of one Common Share and one Warrant, issuable upon conversion of the Principal Amount in accordance with the terms of this Debenture;
- (h) **“Debenture”** means this convertible debenture;
- (i) **“Event of Default”** has the meaning set forth in Section 8.1;
- (j) **“Exchange”** means the Canadian Securities Exchange, or such other exchange as the Company may be listed upon;
- (k) **“Governmental Entity”** means: (i) any international, multinational, national, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, and (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, including any Securities Regulatory Authority;
- (l) **“Interest”** means any accrued but unpaid interest with respect to the Principal Amount;
- (m) **“Interest Rate”** means 10% per annum;
- (n) **“Issue Date”** means the date set out as the issue date on the first page of this Debenture;
- (o) **“Lien”** means any mortgage, charge, pledge, hypothecation, security interest, assignment, encumbrance, lien (statutory or otherwise), title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature, or any other arrangement or condition that in substance secures payment or performance of an obligation, other than Permitted Liens;
- (p) **“Market Price”** has the meaning as defined in the Policies of the Exchange;
- (q) **“Material Adverse Effect”** means any effect that, when considered either individually or in the aggregate, is materially adverse, or is reasonably likely to be materially adverse, to the properties, assets, liabilities, obligations, businesses, affairs, condition (financial or otherwise) or results of operations of the Company;
- (r) **“Notice of Conversion”** has the meaning ascribed to it in Section 5.3;
- (s) **“Obligations”** means all monies owing or payable by the Company to the Holder and all obligations (whether now existing, presently arising or created in the future) of the Company in favour of the Holder pursuant to this Debenture;
- (t) **“Offering”** means the private placement by the Company of this Debenture, and 334,538 detachable warrants;
- (u) **“Permitted Liens”** means, in respect of any Person, any one or more of the following:
 - (i) Liens for taxes, assessments or governmental charges or levies which are not delinquent or the validity of which is being contested at the time by the Person in good faith,

- (ii) inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of construction, maintenance, repair or operation of assets of the Person,
- (iii) easements, rights-of-way, servitudes, restrictions and similar rights in real property comprised in the assets of the Person or interests therein granted or reserved to other Persons, provided that such rights do not materially interfere with the use of such assets in the operation of the business of the Person,
- (iv) title defects or irregularities which are of a minor nature and which do not reduce the value of the assets of the Person or materially interfere with their use in the operation of the business of the Person,
- (v) Liens securing appeal bonds and other similar Liens arising in connection with court proceedings (including, without limitation, surety bonds, security for costs of litigation where required by law and letters of credit) or any other instruments serving a similar purpose,
- (vi) attachments, judgments and other similar Liens arising in connection with court proceedings,
- (vii) the reservations, limitations, provisos and conditions, if any, expressed in any original grant from the Crown of any real property or any interest therein or in any comparable grant in jurisdictions other than Canada, provided they do not, in the Holder's opinion, reduce the value of the real property against which they are registered or materially interfere with the use of such real property in the operation of the business of the Person,
- (viii) Liens given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the operation of the business or the ownership of the assets of the Person, provided that such Liens do not materially interfere with the use of any such asset in the operation of the business of the Person,
- (ix) Applicable Laws affecting the use of land or the nature of any structures which may be erected thereon, provided such restrictions have been complied with and do not materially interfere with the use of the real property in the operation of the business of the Person,
- (x) the right reserved to or vested in any Governmental Entity by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of the Person, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof,
- (xi) Liens in favour of the Holder,
- (xii) any Lien securing a purchase money obligation, provided that (i) no such Lien affects any property other than the property acquired by the incurring of such purchase money obligation, and (ii) such Lien does not secure an amount in excess of the original purchase price of such property, less repayments made from time to time,

- (xiii) Liens existing as of the date of this Debenture, and
- (xiv) Liens consented to by the Holder from time to time;
- (v) **“Person”** means an individual, partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity;
- (w) **“Principal Amount”** means the principal amount as may be due and owing by the Company to the Holder from time to time under this Debenture;
- (x) **“Property”** means all property and assets of the Company;
- (y) **“Securities Regulatory Authorities”** means collectively, the provincial and territorial securities regulatory authorities in each of the provinces and territories of Canada, and the Exchange; and
- (z) **“Warrant”** means a warrant forming part of a Conversion Unit, with each warrant exercisable to acquire a Common Share at an exercise price of \$0.20 and with an expiry date of June 30, 2028.

1.2 Unless otherwise provided, all dollar amounts referred to in this Debenture are in lawful money of Canada.

2. Original Loan Agreement

2.1 This Debenture has been issued to satisfy the outstanding principal and interest amount owing pursuant to the Loan Agreement dated March 8, 2024, as amended July 5, 2024, September 8, 2024, October 7, 2024, January 22, 2025 and April 9, 2025 (the **“Loan Agreement”**). As a result of the issuance of this Debenture, the Loan Agreement is terminated and the Company and the Holder shall not further obligation or liability related to the Loan Agreement including the payment of any principal or interest thereunder. All warrants issued pursuant to the terms of the Loan Agreement shall be fully vested. This Debenture may not be transferred or exchanged without the prior written consent of the Company and then only in compliance with Applicable Laws.

3. Interest

3.1 The Principal Amount will bear simple Interest both before and after the Maturity Date until the earlier of: (a) the date of repayment in full of the Principal Amount and any Interest, and (b) the date of conversion in full of the Principal Amount and any Interest. The Interest will be calculated annually, not in advance, on the basis of a year of 365 days and will be payable on the earlier of: (i) the Maturity Date, or (ii) the date of repayment in full of the Principal Amount and any Interest.

4. Prepayments

4.1 The Principal Amount may be prepaid by the Company in whole or in part at any time, without penalty, on not less than thirty (30) Business Days' prior written notice by the Company to the Holder (the **“Prepayment Notice”**). At the expiry of such notice period, the Company will pay to the Holder the prepayment amount at such date, Interest accruing but unpaid to the date of prepayment, and all fees, costs, charges and expenses then due and owing, without bonus or penalty. The Principal Amount, and any accrued and unpaid Interest thereon, may be converted following the delivery by the Company to the Holder of such Prepayment Notice.

5. Conversion by Holder

5.1 Provided that the Debenture is then outstanding:

- (a) the Principal Amount then outstanding if any, may be converted, in whole or in part, at any time at the sole option of the Holder into Conversion Units at the Conversion Price.

The Holder will convert a minimum of \$10,000 of the Principal Amount in connection with any conversion, unless there is less than \$10,000 of the Principal Amount then outstanding, in which case such smaller amount may be converted.

5.2 The number of Conversion Units issuable upon conversion in accordance with Section 5.1 will be the quotient obtained by dividing (x) by (y) , where (x) is equal to the amount of the Principal Amount to be converted and (y) is the Conversion Price.

5.3 If the Holder wishes to effect a conversion, the Holder shall deliver the Company a duly completed and executed Notice of Conversion in the form attached hereto as Appendix A (a “**Notice of Conversion**”), specifying the aggregate amount of the Principal Amount to be converted and the date on which such conversion is to be effected (in any case, a “**Conversion Date**”), which date will not be more than 10 days following the date of delivery of the Notice of Conversion. If no Conversion Date is specified in a Notice of Conversion, the Conversion Date will be the date that is five days following the date of delivery of the Notice of Conversion. The Holder will physically surrender this Debenture to the Company if the entire Principal Amount has been converted.

5.4 Any conversions hereunder will have the effect of lowering the outstanding Principal Amount and/or the Interest, as applicable, in an amount equal to the applicable amount of the Principal Amount and/or the Interest being converted, as applicable. The Company will maintain records showing all Principal Amount and Interest converted and the date of such conversions. The Holder, by acceptance of this Debenture, acknowledges and agrees that, following conversion of a portion of the Principal Amount, the unpaid and unconverted Principal Amount may be less than the amount stated on the face of this Debenture.

5.5 Not later than ten Trading Days after any Conversion Date, the Company will deliver to the Holder certificates representing the number of Conversion Units, as applicable, being issued.

5.6 If the Company at any time or from time to time, while any Principal Amount is still outstanding, effects a subdivision or consolidation of the outstanding Common Shares, the Conversion Price in effect immediately before a subdivision will be proportionately decreased, and, conversely, the Conversion Price in effect immediately before a consolidation will be proportionately increased. Any adjustment under this Section 5.6 will become effective at the close of business on the date the subdivision or consolidation becomes effective.

5.7 If the Company at any time or from time to time while this Debenture is outstanding, issues, or fixes a record date for the determination of holders of Common Shares entitled to receive a dividend or other distribution payable solely in Common Shares, the Conversion Price that is then in effect will be decreased as of the time of such issuance or, in the event such record date is fixed, as of the close of business on such record date, by multiplying the Conversion Price by a fraction: (a) the numerator of which is the total number of Common Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date; and (b) the denominator of which is the sum of the total number of Common Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of Common Shares issuable in payment of such dividend or distribution; provided, however, that if such record date is fixed and such

dividend is not fully paid or if such distribution is not fully made on the date fixed therefore, the Conversion Price will be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price will be adjusted pursuant to this Section 5 to reflect the actual payment of such dividend or distribution.

5.8 If at any time while this Debenture is outstanding: (a) the Company effects any merger or combination of the Company with or into another entity, other than an affiliate of the Company; (b) the Company effects any sale of all or substantially all of its assets in one or more transactions; (c) any tender offer or exchange offer (whether by the Company or another entity) is completed pursuant to which holders of Common Shares are permitted to tender or exchange their Common Shares for other securities, cash or property; or (d) the Company effects any reclassification or recapitalization of the Common Shares or any compulsory share exchange pursuant to which the Common Shares are effectively converted into or exchanged for other securities, cash or property (other than a subdivision, consolidation or dividend provided for elsewhere in this Section 5) (in any such case, a “**Fundamental Change**”), then, upon any subsequent conversion of this Debenture, the Holder will have the right to receive, for each Conversion Unit, as applicable, that would have been issuable upon such conversion absent such Fundamental Change, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Change if it had been, immediately prior to such Fundamental Change, the holder of one Conversion Unit (the “**Alternate Consideration**”). If holders of Common Shares are given any choice as to the securities, cash or property to be received in a Fundamental Change, then the Holder will be given the same choice as to the Alternate Consideration it receives upon any conversion of this Debenture following such Fundamental Change.

5.9 In the event of a Fundamental Change, the Company or the successor or purchasing entity, as the case may be, will execute with the Holder a written agreement providing that:

- (a) this Debenture will thereafter entitle the Holder to purchase the Alternate Consideration; and
- (b) in the case of any such successor or purchasing entity, upon such consolidation, merger, statutory exchange, combination, sale or conveyance, such successor or purchasing entity will be jointly and severally liable with the Company for the performance of all of the Company’s obligations under this Debenture.

5.10 If, in the case of any Fundamental Change, the Alternate Consideration includes shares, other securities, or other property or assets of an entity other than the Company or any successor or purchasing entity, as the case may be, then such written agreement will also be executed by such other entity and will contain such additional provisions to protect the interests of the Holder as the board of directors of the Company will reasonably consider necessary by reason of the foregoing. At the Holder’s request, any successor to the Company or surviving entity in such Fundamental Change will issue to the Holder a new debenture consistent with the foregoing provisions and evidencing the Holder’s right to convert such debenture into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Change is effected will include terms requiring any such successor or surviving entity to comply with the provisions of this Section 5 and ensure that this Debenture will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Change.

5.11 The Company covenants that it will at all times reserve and keep available out of its authorized and unissued Common Shares, such number of Common Shares as is necessary for the purpose of issuance of Common Shares forming part of the Conversion Units upon conversion of the Principal Amount and the issuance of the Common Shares upon exercise of the Warrants forming part of the Conversion Units, free from pre-emptive rights or any other actual contingent purchase rights of Persons other than the Holder. The Company covenants that all Common Shares issuable as part of the

Conversion Units or on exercise of the Warrants, when issued, will be duly and validly authorized, issued and fully paid and non-assessable.

5.12 Upon any conversion hereunder, the Company will not be required to issue certificates representing fractions of Common Shares or Warrants, and the Company will be entitled to round the number of Common Shares or Warrants down to the nearest whole number. The Holder agrees to waive any rights or entitlements to fractional Common Shares or Warrants that the Holder may have in connection with any conversion hereunder.

5.13 In each case of an adjustment or readjustment of the Conversion Price for the number of Conversion Units issuable upon conversion of this Debenture in accordance with this Section 5, the Company, at its own expense, will cause an officer or director of the Company as directed by the board of directors of the Company, to compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and will deliver such certificate to the Holder upon the request of the Holder. The certificate will set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based. No adjustment in the Conversion Price will be required to be made unless it would result in an increase or decrease of at least one cent, but any adjustments not made because of this sentence will be carried forward and taken into account in any subsequent adjustment otherwise required hereunder.

6. Limitation on Conversion of Debenture

6.1 Notwithstanding anything to the contrary contained in this Debenture, this Debenture shall not be convertible by the Holder, and the Company shall not effect any conversion of this Debenture or otherwise issue any Conversion Units pursuant hereto, to the extent (but only to the extent) that, after giving effect to such conversion, the Holder or any of its affiliates would beneficially own in excess of 9.9% (the “**Maximum Percentage**”) of the issued and outstanding Common Shares of the Company after such conversion. To the extent the above limitation applies, the determination of whether this Debenture shall be convertible (vis-à-vis other convertible, exercisable or exchangeable securities owned by the holder or any of its affiliates) and of which such securities shall be convertible, exercisable or exchangeable (as among all such securities owned by the Holder and its affiliates) shall, subject to the Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to convert this Debenture or to issue Conversion Units pursuant to this Section 6 shall have any effect on the applicability of the provisions of this Section 6 with respect to any subsequent determination of convertibility. For purposes of this Section 6, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with National Instrument 55-104 *Insider Reporting Requirements and Exemptions* (“**NI 55-104**”). The limitations contained in this Section 6 shall apply to a successor holder of this Debenture. For any reason at any time, upon the written or oral request of the Holder, the Company shall within one business day confirm orally and in writing to the holder the number of Common Shares then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Common Shares, including, without limitation, pursuant to this Debenture. Unless otherwise agreed to by the parties hereto, by written notice to the Company, the Holder may increase or decrease the Maximum Percentage to any other percentage provided that (a) any such increase will not be effective until the 60th day after such notice is delivered to the Company, and (b) any such increase or decrease will apply only to the Holder sending such notice.

7. Covenants

7.1 So long as the Debenture remains outstanding, the Company will:

- (a) pay and discharge every obligation, the failure to pay or discharge of which might result in any Lien, or right of distress, forfeiture, termination or sale or any other remedy being enforced against the Property, unless the Company's requirement to make such payment or discharge is being contested by the Company in good faith;
- (b) preserve and maintain its corporate existence and all its rights, licences, powers, privileges, franchises and goodwill;
- (c) carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Property and income therefrom, including collecting all accounts receivable in the ordinary course of business;
- (d) keep proper books of record and account, in which full and correct entries of all transactions in relation to its business are made; and
- (e) promptly cure or cause to be cured any defects in the execution and delivery of this Debenture or any defects in the validity or enforceability of this Debenture.

7.2 So long as any amount owing under the Debenture remains unpaid, the Company will not:

- (a) create, incur, grant, assume or suffer to exist any Liens over the Property other than Permitted Liens, unless such Liens are being contested by the Company in good faith;
- (b) remove, destroy, lease, transfer, assign, sell or otherwise dispose of any of any of the Property, except for: (i) bona fide dispositions in the ordinary course of business at fair market value, or (ii) Property which has no material economic value in the business of the Company or is obsolete;
- (c) purchase, establish or acquire in any manner any new business undertaking or make any change in the nature of the Company's business as presently carried on that would result in a Material Adverse Effect;
- (d) declare, make, pay or commit to any form of dividend (including share dividends) or other distribution on any present or future shares, or the purchase, redemption or retirement or acquisition any of its shares; or
- (e) compromise or adjust to compromise any of its accounts receivable (or extend the time for payment thereof) or grant any discounts, allowances or credits, in each case other than in the normal course of business.

8. **Events of Default**

8.1 The occurrence of any of the following will constitute an "**Event of Default**" under this Debenture:

- (a) the Company failing to pay, or issue Conversion Units in settlement of, the Principal Amount or the Company failing to pay Interest on the Maturity Date or when otherwise due;
- (b) any representation or warranty made by the Company in this Debenture being found to be false or incorrect in any way so as to make it materially misleading when made;

- (c) the Company failing to observe or perform any covenant or agreement contained in this Debenture which failure is not cured, if possible to cure, within ten (10) Business Days after notice of such default is sent by the Holder to the Company;
- (d) the Company: (i) applying for or consenting to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) making a general assignment for the benefit of its or any of its creditors, (iii) being dissolved or liquidated in full or in part, (iv) commencing a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect, or consenting to any such relief, or to the appointment of, or taking possession of its property by, any official in an involuntary case or other proceeding commenced against it, or (v) taking any action for the purpose of effecting any of the foregoing; and
- (e) the Company entering into any proceeding for the appointment of a receiver, trustee, liquidator or custodian of the Company or of all or a substantial part of the property thereof, or an involuntary case or other proceeding seeking liquidation, reorganization or other relief with respect to the Company or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect is commenced and an order for relief is not entered or such proceeding is not dismissed or discharged within thirty (30) Business Days of commencement.

8.2 Upon the occurrence or existence of any Event of Default, and following the expiry of any applicable grace periods, and at any time thereafter during the continuance of such Event of Default, the Holder may, by written notice to the Company, declare all outstanding Obligations to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein to the contrary notwithstanding. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, the Holder may exercise any other right, power or remedy permitted to it by Applicable Laws, either by suit in equity, by action at law, or both.

9. Notices

9.1 Any notice required or permitted to be given to the Company or the Holder will be in writing and may be given by prepaid registered post, email transmission or other means of electronic communication capable of producing a printed copy to the address of the party set forth below or such other address as such party may specify by notice in writing to the other party, and any such notice will be deemed to have been given and received by the party to whom it was addressed if mailed, on the third day following the mailing thereof, if by facsimile or other electronic communication, on the date sent, or, if delivered, on delivery; but if at the time of mailing or between the time of mailing and the third Business Day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered:

- (a) to the Company:

The Good Flour Corp. (to be renamed Intellistake Technologies Corp.)
 5791 Sidley Street
 Burnaby, BC V5J 5E6
 Attention: CFO
 Email: [REDACTED: Email address]

- (b) to the Holder at the address set forth on the first page of this Debenture.

10. Exchange or Replacement of Debenture

10.1 The Holder may, at its option, in person or by duly authorized attorney, surrender this Debenture for exchange at the principal business office of the Company and receive in exchange therefore a new Debenture in the same Principal Amount as the unpaid Principal Amount of this Debenture and bearing Interest at the same annual rate as this Debenture, each such new Debenture to be dated as of the date of this Debenture and to be in respect of such Principal Amount and Interest as remains unpaid and payable to such Holder.

10.2 Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction, or mutilation of this Debenture and (in the case of loss, theft or destruction) of an indemnity reasonably satisfactory to the Company, or upon surrender and cancellation of this Debenture if mutilated, the Company will deliver a new Debenture of like tenor in lieu of this Debenture. Any Debenture delivered in accordance with the provisions of this Section 10.2 will be dated as of the date of this Debenture.

11. Governing Law

11.1 All questions concerning the construction, validity, enforcement and interpretation of this Debenture will be governed by and construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to the principles of conflicts of law thereof.

12. Waiver

12.1 No delay in exercising any power or right hereunder will operate as a waiver of any other power or right, nor will any single or partial exercise of any power or right preclude other or further exercise thereof, or the exercise thereof, or the exercise of any other power or right hereunder or otherwise; and no waiver whatsoever or modification of the terms hereof will be valid unless set forth in writing by the waiving party, and then only to the extent set forth therein.

13. Amendments

13.1 This Debenture may not be amended without the express written consent of both the Company and the Holder.

14. Severability

14.1 If any provision of this Debenture is invalid, illegal or unenforceable, the balance of this Debenture will remain in effect, and if any provision is inapplicable to any Person or circumstance, it will nevertheless remain applicable to all other Persons and circumstances.

15. Next Business Day

15.1 Whenever any payment or other obligation hereunder will be due on a day other than a Business Day, such payment will be made on the next succeeding Business Day.

16. Time of the Essence

16.1 Time will be of the essence of this Debenture.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Company has caused this Debenture to be duly executed by a duly authorized officer as of the date first above indicated.

THE GOOD FLOUR CORP. (TO BE RENAMED INTELLISTAKE TECHNOLOGIES CORP.)

Per: "Dean Golbeck"
Authorized Signatory

OCEANSIDE STRATEGIES INC.

Per: "Jason Dussault"
Authorized Signatory

APPENDIX A

NOTICE OF CONVERSION

The undersigned irrevocably elects to convert the Principal Amount and/or the Interest due under the Debenture issued by The Good Flour Corp. (to be renamed Intellistake Technologies Corp.) into Conversion Units according to the terms and conditions of the certificate representing the Debenture (the “**Certificate**”), as of the date written below. Capitalized terms used herein and not otherwise defined will have the meanings set out in the Certificate.

Conversion Date:

Aggregate amount of Principal Amount to be converted

\$

Applicable Conversion Price for Principal Amount

\$0.155

Aggregate amount of Interest to be converted

\$

Applicable Market Price for Interest to be converted

\$

Number of Conversion Units to be issued

Principal Amount unconverted:

\$

The Conversion Units will be registered to the following name and address

[NAME OF HOLDER]

Per: _____
Authorized Signatory