

SUBSCRIPTION FORM

Employee

LAST NAME

FIRST NAME

EMPLOYEE NO.

EMAIL

Subscription Amount

TOTAL AGGREGATE PRICE OF SHARES PURCHASED.....

\$

Form of Payment for Subscription

1) CASH/CHEQUE.....

\$

2) PAYROLL DEDUCTION (After Tax Dollars)

Pay per cheque

\$

Total.....

\$

3) DEFERRED COMPENSATION (Salary only - Pre-Tax Dollars)

\$

4) ANNUAL SENIORITY BONUS.....

\$

5) MILESTONE ANNIVERSARY BONUS (5yr, 10yr, 15yr, etc.).....

\$



REQUEST TO SELL FORM

Employee

LAST NAME

FIRST NAME

EMPLOYEE NO.

EMAIL

Request to Sell Amount

TOTAL AGGREGATE PRICE OF SHARES REQUESTED TO SELL...

\$

Conditions for Employee Share Sales

The amount requested by any shareholder shall not be guaranteed. Each fiscal year, the Board of Directors of Peacock Capital Ltd. (the "Board") shall determine, in its sole discretion, the total amount of cash, if any, available for the purchase of BCP employee-shares.

Following the Board's approval of the aggregate distribution, each shareholder shall be entitled to designate the type of shares they wish to have repurchased, which may include cash, deferred compensation, or stock dividends, in accordance with their individual financial planning objectives. The specific share type to be repurchased shall be elected by the shareholder at a later date, in the manner and within the timelines prescribed by the Board.

All approved payments shall be made between May 1, 2026 and October 31, 2026.

TERMS AND CONDITIONS

The undersigned employee of the Corporation (hereinafter referred to as the "**Employee**") hereby subscribes for and agrees to purchase Class "B" Shares of the Corporation (the "**ESOP Shares**") set forth below for the aggregate subscription price (the "**Aggregate Subscription Price**") upon and subject to the terms and conditions set forth in "Terms and Conditions of 2025/2026 Subscription for ESOP Shares of Banff Caribou Properties Ltd." below. The Aggregate Subscription Price herein is calculated as the number of ESOP Shares purchased multiplied by the price per Share. If you choose to purchase the ESOP Shares by bi-weekly payroll deduction, the funds will be held by the Corporation until such time as the Aggregate Subscription Price has been paid. Upon receipt of the Aggregate Subscription Price, the ESOP Shares will be issued to you. Should you cease to be eligible to participate in the Employee Share Ownership Plan of the Corporation, the amount of subscription funds being held by the Corporation on your behalf shall be returned without interest or deduction.

The Employee further acknowledges that and agrees that, upon any sale of ESOP Shares held by the Employee, the proceeds of such sale (the "**Aggregate Sale Proceeds**") shall be calculated as the number of ESOP Shares sold multiplied by the price per Share as determined under the Employee Share Ownership Plan. Should the Employee cease to be eligible to participate in the Employee Share Ownership Plan of the Corporation, the Corporation shall facilitate the sale of the Employee's ESOP Shares in accordance with the terms and conditions of the Plan, and remit to the Employee the applicable Aggregate Sale Proceeds without interest or deduction, subject to any required withholdings.

Terms of the Offering

1. The Employee acknowledges that he or she is solely responsible for obtaining (at its own expense) such legal, tax and financial advice as it considers necessary or appropriate in connection with the execution, delivery and performance by it of this Agreement and completion of the transactions contemplated hereby, and the Corporation shall bear no responsibility whatsoever for any such matters.

Shareholder Agreement

2. The Employee acknowledges that the ESOP Shares are subject to, and if you subscribe for Shares you will be required to enter into, the ESOP Shareholder Agreement, including a power of attorney granted by the Employee thereunder, and the Employee hereby agrees

upon the issuance of the ESOP Shares to execute and deliver all such documents as may be required under the ESOP Shareholder Agreement.

Deferred Compensation – Shares in Lieu of Bonus

If you have elected to receive a portion of your future bonus in ESOP Shares rather than in cash, then the Corporation agrees to deliver the ESOP Shares to you in consideration of past services. Shares in lieu of bonus is a form of deferred compensation as shares will be issued after the current compensation period (November 1, 2025 to October 31, 2026). Deferred compensation will not be recorded as income on the current year T4, but will be reported as employment income when the shares are sold or redeemed. In the event of a change in total compensation (i.e. Unpaid leave, layoff, reduced hours, etc.) during the current compensation period your base salary will be adjusted accordingly to ensure that the allocation of deferred compensation is fulfilled by the end of the compensation period. If your subscription allocation of deferred compensation cannot be met by the end of the compensation period by adjusting your base salary, your deferred compensation will be pro-rated relative to the change in total compensation.

Acknowledgement

3. The Undersigned Employee acknowledges:
 - (a) That in subscribing for ESOP Shares neither the Corporation, its Directors, Officers, employees or affiliated Corporations have made any representations or warranties or promises other than as set out in the ESOP Documents;
 - (b) That Purchasing shares in any company involves certain risks and the undersigned is aware of the risks including there is a limited market for the ESOP Shares and there is no guarantee that the ESOP Shares ever will have a market or that the Corporation will remain profitable or in business.
 - (c) That there are restrictions on the re-sale of the ESOP Shares and the ESOP Shares cannot be transferred to your spouse or children
 - (d) That the undersigned can be forced to sell the ESOP Shares in certain circumstances, including death, disability, termination of employment (with and without cause).
 - (e) That this agreement does not form part of my employment agreement with the Corporation.

- (f) That I had the opportunity to request to receive the following documents in advance of making this subscription and have had reasonable time and opportunity to review them:
- ESOP Shareholders Agreement dated April 30, 2009;
 - ESOP Administrative Guide dated March 1, 2023;
 - Annual Report dated April 30, 2025
- (g) That the Undersigned Employee is voluntarily making this subscription and request to sell, without duress and has had opportunity to seek independent legal, accounting, tax and financial planning advice.
- (h) I authorize Banff Caribou Properties Ltd., without liability, to collect, use and disclose my email address as contained on this form to administer my ESOP subscription including to communicate information to me, without limitation of content, related to my ESOP Subscription. This consent is valid for the duration of my ESOP subscription and ownership of ESOP Shares.

SIGNATURE

DATE (MM/DD/YYYY)

(INTERNAL USE ONLY)

Acceptance

The Corporation hereby accepts this subscription & request to sell as set forth above on the terms and conditions contained in this Subscription Agreement.

Date

Banff Caribou Properties Ltd.
