

SUBSCRIPTION AGREEMENT REG D

SUBSCRIPTION AGREEMENT DISCLOSURE

This investment involves a high degree of risk. Only individuals or entities who can bear the economic risk for an indefinite period and are prepared to lose their entire investment should consider investing. The securities offered through this Subscription Agreement are speculative, illiquid, and suitable only for accredited investors who fully understand the risks involved. **Investors should carefully review this disclosure, the accompanying Private Placement Memorandum (PPM), and all additional information provided.**

Important Information for Investors

1. **No Public Market:** There is no public market for the securities offered, and none is expected to develop. Therefore, investors should not expect to be able to readily sell or otherwise liquidate their investment.
2. **Regulatory Exemptions:** The securities have not been registered under any securities law, including the Securities Act of 1933 (U.S.) or any Canadian provincial securities laws, and are offered solely under available exemptions. This investment will not be reviewed or approved by any securities regulatory authority in Canada, the United States, or any other jurisdiction.
3. **No Guarantees:** Neither the Company, its officers, nor any agents make any assurances, representations, or guarantees regarding the performance, profitability, or return of the investment. **Investment returns may vary significantly** based on market conditions, project performance, and other factors outside of the Company's control.
4. **Potential Illiquidity:** This investment is highly illiquid, and investors must understand that they may be unable to sell, transfer, or liquidate their shares for an indefinite period. **Do not invest any funds you cannot afford to lose.**
5. **Forward-Looking Statements:** This Subscription Agreement and the accompanying PPM may contain forward-looking statements, including but not limited to expectations, projections, or other anticipated performance metrics of the project. These statements are based on management's assumptions and current projections and are inherently uncertain. **Actual results may differ materially.** Investors are cautioned not to rely solely on these statements when making investment decisions.
6. **Consult Your Advisors:** This document and other materials provided do not constitute investment, legal, or tax advice. **Investors are strongly encouraged to consult with their own legal, tax, and financial advisors** to evaluate the suitability of this investment in light of their specific circumstances and to fully understand the risks, obligations, and potential consequences of this investment.
7. **Acceptance and Rejection:** The Company reserves the right to accept or reject any subscription, in whole or in part, at its sole discretion. Investors will be notified promptly if their subscription is rejected, and any submitted funds will be returned without interest.

By signing this Subscription Agreement, the undersigned confirms they have reviewed, understand, and accept these disclosures and all associated risks.

IMPORTANT: THIS INVESTMENT IS SUBJECT TO A HIGH RISK OF LOSS. INVESTORS MUST RELY ON THEIR OWN ANALYSIS AND JUDGMENT.

This Subscription Agreement (the "Agreement") is made and entered into as of the date set forth on the signature page hereto, by and between VISION 60 STE-ROSE INC., a corporation incorporated under the laws of Quebec, Canada (the "Company"), and the undersigned subscriber (the "Subscriber").

1. SUBSCRIPTION AND PURCHASE OF SHARES

1.1. Subscription

Subject to the terms and conditions of this Agreement, the Subscriber hereby irrevocably subscribes for and agrees to purchase from the Company, and the Company agrees to sell to the Subscriber, the number of Class A Participating Non-Voting Shares (the "Shares") indicated on the signature page of this Agreement, at a price of USD \$1.00 per Share (the "Purchase Price"), for a total subscription amount specified on the signature page (the "Subscription Amount"). The minimum subscription is set at \$1,000.00, with incremental investments required to be in minimum blocks of \$1,000.00.

1.2. Acceptance of Subscription

Conditional Acceptance: The Subscriber understands and agrees that this subscription is made subject to the following terms and conditions:

- (i) The Company shall have the right to accept or reject this subscription, in whole or in part, in its sole discretion before the Closing date.
- (ii) The subscription shall not be binding upon the Company until the Company accepts it in writing.

Subscription Funds: The Subscriber agrees that the Subscription Amount shall be held in escrow pursuant to the terms set forth in Section 3 below until such time as the Company has accepted the subscription and all conditions of the offering have been satisfied.

2. SUBSCRIPTION PROCEDURE AND ESCROW

2.1. Payment of Subscription Amount

(a) **Wire Transfer:** The Subscriber shall deliver the Subscription Amount by wire transfer of immediately available funds to the escrow account designated by the Company;

(b) **Escrow Conditions:** The Subscription Amount shall be held in escrow by the escrow agent (the "Escrow Agent") appointed by the Company. The funds will be released to the Company upon fulfillment of the conditions stipulated in the Escrow Agreement attached as **Exhibit A** and in the Private Placement Memorandum, the conditions of which are reproduced and summarized in **Exhibit B** hereto.

3. REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER

The Subscriber hereby represents and warrants to the Company as follows, as of the date hereof and as of the Closing Date (as defined below):

3.1. Accredited Investor Status

(a) **Accredited Investor:** The Subscriber represents and warrants that the Subscriber is an "accredited investor" as defined in Rule 501(a) of Regulation D under the United States Securities Act of 1933, as amended (the "Securities Act").

(b) **Residency:** The Subscriber is a resident of the jurisdiction set forth in the Subscriber's address on the signature page, and the purchase and sale of the Shares to the Subscriber as contemplated herein complies with or is exempt from the applicable securities legislation of such jurisdiction.

3.2. Investment Intent

The Subscriber is acquiring the Shares for investment purposes only and not with a view to or for sale in connection with any distribution of the Shares. The Subscriber has no present intention of distributing or selling the Shares, except as permitted under applicable securities laws.

3.3. Acknowledgment of Equal Shareholder Rights

The Subscriber acknowledges and agrees that the rights, privileges, and obligations associated with the Class A Participating Non-Voting Shares shall be the same for all investors, regardless of whether the investment occurs at the Initial Closing or in any subsequent Partial Closing.

The Subscriber further understands that distributions, profit-sharing, and any other financial benefits shall be allocated on a pro-rata basis, and no differentiation shall be made based on the timing of their investment. The Subscriber waives any claims related to potential differences in entry timing and accepts that their participation in the project is governed solely by the number of shares acquired and the terms set forth in the Shareholders' Agreement and Private Placement Memorandum.

3.4. Risk Acknowledgment

(a) **Review of Documents:** The Subscriber has received, carefully read, and understands this Agreement, the Memorandum, and all other information which the Subscriber deems necessary or appropriate to evaluate the investment in the Company.

(b) **Independent Advice:** The Subscriber has had the opportunity to consult with independent legal, tax, and financial advisors concerning this investment and has availed itself of such advice to the extent the Subscriber deems necessary.

(c) **Economic Risk:** The Subscriber is able to bear the economic risk of losing its entire investment in the Shares.

(d) **No Governmental Review:** The Subscriber understands that no federal, provincial, or foreign agency has reviewed, approved, or passed upon the merits of the offering of the Shares or any of the documents related thereto.

3.5. Access to Information

The Subscriber acknowledges that:

(a) **Opportunity to Ask Questions:** The Subscriber has been given the opportunity to ask questions of, and receive answers from, the Company concerning the terms and conditions of the offering and to obtain any additional information deemed necessary to verify the accuracy of the information contained in the Memorandum.

(b) **Reliance on Own Advisors:** The Subscriber has relied solely upon its own independent investigation in making a decision to invest in the Shares.

3.6. No Registration

The Subscriber understands that:

(a) **No Registration of Shares:** The Shares have not been and will not be registered under the Securities Act of 1933 (U.S.) or any U.S. state securities laws, or qualified under any applicable Canadian securities laws, and are being offered and sold pursuant to exemptions from such laws.

(b) **Restrictions on Transfer:** The Shares are "restricted securities" and may not be sold, transferred, or otherwise disposed of unless they are subsequently registered under applicable securities laws or an exemption from such registration is available.

3.7. Authority and Capacity

If the Subscriber is an individual, the Subscriber has the legal capacity to execute and deliver this Agreement and perform its obligations hereunder. If the Subscriber is a corporation, partnership, trust, or other entity:

(a) **Duly Organized:** The Subscriber is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization.

(b) **Authorization:** The Subscriber has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action.

3.8. No Violation

The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with or result in any breach or violation of any of the terms or provisions of, or constitute a default under, any agreement or instrument to which the Subscriber is a party.

3.9. Anti-Money Laundering

The Subscriber represents that the funds representing the Subscription Amount are not proceeds of crime or derived from illegal or illicit activities, and the investment is not intended to conceal such proceeds or evade anti-money laundering laws and regulations.

The Subscriber also represents, warrants, and agrees that neither the Subscriber nor any person controlling, controlled by, or under common control with the Subscriber is a person or entity that appears on any list of prohibited persons or entities maintained by the United Nations, Canada, the United States, or any other applicable jurisdiction.

The Subscriber agrees to provide any additional information deemed necessary by the Company or its agents to ensure compliance with all applicable anti-money laundering laws and regulations.

4. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Subscriber as follows:

4.1. Organization and Good Standing

The Company is a corporation duly organized, validly existing, and in good standing under the laws of Canada.

4.2. Authority

The Company has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action.

4.3. Valid Issuance of Shares

The Shares, when issued and delivered in accordance with the terms of this Agreement, will be duly authorized, validly issued, fully paid, and non-assessable.

4.4. No Conflicts

The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance by the Company of its obligations hereunder will not conflict with or result in any breach or violation of any of the terms or provisions of the Company's articles of incorporation, bylaws, or any material agreement to which the Company is a party.

4.5. Litigation

There is no action, suit, proceeding, or investigation pending or, to the Company's knowledge, currently threatened against the Company that questions the validity of this Agreement or the right of the Company to enter into this Agreement or to consummate the transactions contemplated hereby.

5. COVENANTS

5.1. Confidentiality

The Subscriber agrees to maintain in confidence the terms of this Agreement and any confidential information provided by the Company, except as required by law or legal process.

5.2. Compliance with Laws

Each party agrees to comply with all applicable laws and regulations in connection with the performance of this Agreement.

6. TRANSFER RESTRICTIONS

The Subscriber shall not sell, assign, pledge, transfer, or otherwise dispose of or encumber any of the Shares, except in compliance with applicable securities laws and the terms of this Agreement.

7. DIVIDEND RIGHTS AND DISTRIBUTIONS

7.1. Dividends

Subject to applicable law and the discretion of the Company's Board of Directors and the Shareholders' Agreement, the holders of Class A Participating Non-Voting Shares shall be entitled to receive dividends based on the net rental income of the project, as more fully described in the Memorandum.

7.2. Distributions upon Liquidation

In the event of any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary, the holders of Shares shall be entitled to receive, after payment or provision for payment of all debts, taxes and liabilities of the Company, their pro rata share of the remaining assets of the Company.

8. NO VOTING RIGHTS

The Subscriber acknowledges that the Shares are non-voting shares and do not entitle the holder to vote on matters submitted to the shareholders of the Company, except as required by applicable law or as expressly provided in the Company's Articles of Incorporation, Bylaws or Shareholders' Agreement.

9. INDEMNIFICATION

9.1. Indemnification by Subscriber

The Subscriber agrees to indemnify and hold harmless the Company and its directors, officers, employees, agents, and affiliates from and against any and all loss, damage, liability, or expense, including reasonable attorneys' fees, which they may incur by reason of, or in connection with, any representation or warranty made by the Subscriber in this Agreement not having been true when made, any misrepresentation made by the Subscriber, or any failure by the Subscriber to fulfill any of the covenants or agreements set forth herein.

9.2. Survival

All representations, warranties, and covenants contained in this Agreement shall survive the execution and delivery of this Agreement and the issuance and sale of the Shares.

10. MISCELLANEOUS

10.1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law provisions.

10.2. Dispute Resolution

Any dispute arising out of or in connection with this Agreement shall be resolved exclusively by arbitration in accordance with the rules of the Canadian Arbitration Association. The place of arbitration shall be in Montreal, Quebec, and the language of arbitration shall be English.

10.3. Entire Agreement

This Agreement, together with the Exhibits and the Memorandum, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings.

10.4. Amendments and Waivers

No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

10.5. Assignment

Neither this Agreement nor any rights or obligations hereunder may be assigned by the Subscriber without the prior written consent of the Company.

10.6. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or electronic means shall be deemed effective.

10.7. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions hereof.

10.8. Headings

The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Subscription Agreement as of the date set forth below.

Subscriber:

Name of Subscriber:

Address:

Email:

Telephone:

Subscription Amount (USD):
USD \$

Number of Shares Subscribed For:

Date:

Signature:

Acceptance by the Company:

VISION 60 STE-ROSE INC.

By:

Danick Dufresne
Title: President

Date:

Note to Subscriber: Please ensure that all sections are fully completed, and all necessary documents are provided, including:

- Completed and signed Subscription Agreement
- Wire transfer of the Subscription Amount to the Escrow Account (Exhibit A)

Exhibit A: Escrow Agreement

**ESCROW AGENT APPOINTMENT AGREEMENT
(v06052025)**

This Escrow Agent Appointment Agreement (“**Appointment Agreement**”) contains the terms and conditions that govern the Escrow Services (defined below) provided by BitGo Trust Company, Inc., a South Dakota corporation (“**BitGo**” or “**Escrow Agent**”) and is entered into by and between BitGo, the issuer named below (“**Issuer**”), and (“**Intermediary**”), and it is effective as of the last date of signatures below (“**Effective Date**”).

RECITALS

WHEREAS, Issuer has offered or decided to offer prospective investors the opportunity to purchase certain securities constituting a single class (the “**Securities**”) pursuant to a registered or exempt offering of the Securities (the “**Offering**”);

WHEREAS, the Issuer has engaged the Intermediary—whether a registered broker-dealer serving as placement agent or underwriter, a securities crowdfunding portal, or exempt reporting adviser facilitating the Offering—to assist in connection with the Offering, as applicable;

WHEREAS, the Offering will be offered and/or sold to eligible investors electronically through a third-party hosted application (“**Platform Provider**”) used by or on behalf of Issuer (“**Offering Platform**”);

WHEREAS, Issuer and Intermediary will require the services of an escrow agent for the Offering; and

WHEREAS, Issuer and Intermediary desire to engage Escrow Agent for the Escrow Services (defined below).

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree as follows:

1. Appointment. As of the Appointment Date, Issuer hereby appoints, authorizes, and directs BitGo to act as escrow agent with such powers as are specifically delegated to BitGo by the terms of this Appointment Agreement, together with such other powers as are reasonably incidental thereto. Any and all money and assets received and held by BitGo under this Appointment Agreement will be held in escrow by BitGo. BitGo agrees to (i) hold the funds for the benefit of, and to promptly transmit or return the funds to, the persons entitled thereto in accordance with the requirements of the Securities Act of 1933, as amended (the “**Securities Act**”) and the Exchange Act if the Offering is conducted pursuant to Regulation CF or (ii) hold all such funds in escrow for the persons who have the beneficial interests therein and to transmit or return such funds directly to the persons entitled thereto when the appropriate event or contingency has occurred if the Offering is conducted pursuant to Regulation A+, Regulation D or Regulation S under the Securities Act (“**Escrow Services**”). The terms and conditions of the Offering will be determined by the Offering’s materials (e.g., Form C, Form 1-A, private placement memorandum, or other applicable disclosure documentation) (as may be amended from time to time, “**Offering Documents**”) which will control the disbursements of the Escrow Funds (defined below) that may be made and those persons entitled to disbursements from Escrow Account (defined below).

2. Escrow Agent’s Responsibilities. BitGo (a) will have no duties or responsibilities except those expressly set forth in this Appointment Agreement, (b) will not be responsible for any recitals, statements, representations or warranties of any person other than itself contained in this Appointment Agreement, and (c) may consult with legal counsel in connection with its duties under the Appointment Agreement and will be fully protected if any action taken, suffered or permitted by it in good faith in accordance with the advice of counsel selected by it with due care. During the Escrow Period (as defined below), (i) Escrow Funds therein will be held in an account(s) established by BitGo (“**Escrow Account**”) for the benefit of the Issuer unless otherwise determined to be owed to the subscribers, and that (ii) neither the Issuer nor Intermediary is entitled to any funds received into the Escrow Account, and that no amounts deposited into the Escrow Account will become the property of Issuer, Intermediary, or any other entity, or be subject to any debts, liens or encumbrances of any kind of Issuer, Intermediary or any other entity, until Issuer has closed upon the funds in the method and manner described in the Issuer’s Offering Documents.

3. Escrow Agent's Duties. Issuer agrees that: (a) BitGo controls the Escrow Account(s) as an escrow agent; (b) BitGo will determine, in its sole discretion, if the contingencies set forth in the applicable escrow agreement are met before Escrow Funds are released or returned; and (c) BitGo will review all submissions to break escrow and determine if all applicable contingencies are met before breaking escrow. The collected Consideration (as defined herein) deposited into the Escrow Account for the benefit of the Offering are referred to as the "**Escrow Funds.**" "**Consideration**" means good and valuable consideration, as accepted by BitGo.

4. Term of Account. The Escrow Funds will be held by BitGo until the earlier of (a) the date upon which all Escrow Funds have been disbursed to those persons entitled thereto or (b) exercise of the termination rights specified herein ("**Escrow Period**").

5. Escrow Account Maintenance

5.1 Disbursement Instructions. The Escrow Funds with respect to each Offering will be disbursed by BitGo in accordance with the instructions regarding the disbursement of the Escrow Funds in connection with such Offering provided by the Issuer and/or Intermediary to Escrow Agent via the Offering Platform or as otherwise described in the Offering Documents.

5.2 Uncollected and Unavailable Consideration. BitGo will not be required to pay any uncollected Consideration or any Consideration that is not available for withdrawal.

5.3 Loss. In the event that BitGo makes any payment to any other party and for any reason such payment (or any portion thereof) is required to be returned to the Escrow Account or another party, or is subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a receiver, trustee or other party under any bankruptcy or insolvency law, other federal or state law, common law or equitable doctrine, then the recipient party will repay to BitGo upon written request the amount, so paid to it, and any lost cost or expense incurred by BitGo in connection with such transaction will be deemed a loss subject to indemnification.

5.4 Relevant Authorities. BitGo will, in its sole discretion, comply with judgments or orders issued or process entered by any court with respect to the amount in the Escrow Account ("**Escrow Amount**") when held for the benefit of the Issuer, including without limitation any attachment, levy or garnishment, without any obligation to determine such court's jurisdiction in the matter, contest such matter and in accordance with its normal business practices. Each Party acknowledges and agrees that compliance by BitGo with any such judgment, order, or process, will absolve BitGo of any and all liability to any of the Parties or any other person by reason of such compliance, regardless of the final disposition of any such judgment, order, or process.

5.5 Accounting. The Issuer and/or Intermediary will work with BitGo to maintain an accounting of each deposit posted to its ledger via Offering Platform's connection to BitGo, which also sets forth, among other things, each subscriber's name and address, the quantity of securities purchased, and the amount paid. No interest will be paid to Issuer, Intermediary, or subscribers on balances in the Escrow Account.

5.6 Consideration Availability. BitGo's policy is to make Consideration from deposits of cash, electronic direct deposits, and wire transfers to the Escrow Account available on the day the deposit is received. Once the Consideration is available, there is no further BitGo related prohibition on the Consideration's withdrawal. For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If a deposit is made before the close of business on a business day that BitGo is open, BitGo will consider that day to be the day of the deposit. However, if a deposit is made after the close of business, or on a day BitGo is not open, BitGo will consider the day of the deposit to be the next business day that BitGo is open. Even after BitGo has made Consideration available, and even after it has been withdrawn, Issuer remains responsible for deposited items or other items that are returned to BitGo unpaid, recalled, and/or for any other problems involving the deposits. Deposited items that are drawn on financial institutions outside of the U.S., and not payable at or through a U.S. branch correspondent financial institution will not be available until BitGo receives payment. The Issuer and Intermediary acknowledge and agree that cleared Consideration remain subject to reasonable compliance review by BitGo in accordance with its internal procedures and applicable rules and regulations. BitGo reserves the right to deny, suspend or terminate participation in the Escrow Account of any subscriber to the extent BitGo in its sole and absolute discretion deems it advisable or

necessary to comply with applicable laws or to eliminate practices that are not consistent with laws, rules, regulations, or best practices.

5.7 Escheatment of Abandoned Funds. Each Party acknowledges and understands that any funds in the Escrow Account that are considered abandoned or unclaimed under applicable state law may be required to be turned over to the applicable jurisdiction, under the process known as escheatment. In such a scenario, the parties agree to cooperate fully and make all necessary arrangements for the escheatment of any such funds. Notwithstanding the foregoing, the Parties will be liable to the other party for any funds which are escheated in accordance with applicable laws, whether such escheatment is due to the action, inaction, or negligence of any Party, and each Party releases and discharges the other from any such liability.

6. Representations and Warranties. The Issuer and Intermediary each covenant and make the following representations and warranties to the Escrow Agent:

- a. It is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- b. This Agreement and the transactions contemplated thereby have been duly approved by all necessary actions, including any necessary shareholder or membership approval, has been executed by its duly authorized officers, and constitutes a valid and binding agreement enforceable in accordance with its terms.
- c. The execution, delivery, and performance of this Agreement is in accordance with the agreements related to the Offering and will not violate, conflict with, or cause a default under its articles of incorporation, bylaws, management agreement or other organizational document, as applicable, any applicable law, rule or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject, or any agreement, contract, indenture, or other binding arrangement, including the agreements related to the Offering, to which it is a party or any of its property is subject.
- d. The Offering shall contain a statement that Escrow Agent has not investigated the desirability or advisability of investment in the Securities nor approved, endorsed or passed upon the merits of purchasing the Securities; and the name of Escrow Agent has not and shall not be used in any manner in connection with the Offering of the Securities other than to state that Escrow Agent has agreed to serve as escrow agent for the limited purposes set forth in this Agreement.
- e. No party other than the parties hereto has, or shall have, any lien, claim or security interest in the Escrow Amounts or any part thereof. No financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Amounts or any part thereof.
- f. It possesses such valid and current licenses, certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct its respective businesses, and it has not received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such license, certificate, authorization or permit.
- g. Its business activities are in no way related to Cannabis, gambling, pornography, or firearms.
- h. The Offering complies in all material respects with all applicable laws, rules and regulations.
- i. All of its representations and warranties contained herein are true and complete as of the date hereof and will be true and complete at the time of any disbursement of Escrow Amount(s).

7. Fees and Payment

7.1 Fees. Intermediary agrees to pay Escrow Agent the fees and expenses for Escrow Services performed as agreed to separately by Intermediary and Escrow Agent. Escrow Agent may reasonably increase or decrease the fees charged at any time upon 120 days' prior notice. In addition, any services requested by Issuer and/or Intermediary that are in addition to the standard Escrow Services provided by Escrow Agent may result in additional fees being charged to the Intermediary, where such expenses may be passed through to the Issuer, including printing and mailing

charges. All payment obligations under this Appointment Agreement are non-cancelable and all payments made are non-refundable.

7.2 Invoicing and Payment Terms. Intermediary will pay all fees hereunder within 30 days of the date of the applicable invoice issued by Escrow Agent. In the event Intermediary disputes any invoiced fees, Intermediary will provide written notice of the disputed amount within 15 days after the date of such invoice and timely pay any undisputed portion of such invoice. The applicable parties will cooperate in good faith to resolve any disputed invoice or portion thereof within 15 days of notice of dispute. All amounts payable by Intermediary under this Appointment Agreement will be made without setoff and without any deduction or withholding. Intermediary will promptly reimburse Escrow Agent for any cost or expense incurred in connection with any collection efforts undertaken by Escrow Agent in connection with any past due amount owed under this Agreement. At Escrow Agent's discretion, past due amounts may accrue a late fee equal to the lesser of 5% per month or the maximum amount allowed by applicable law.

7.3 Purchase through Platform Provider. Issuer understands and acknowledges that all or a portion of fees and expenses may, at the sole discretion of the Offering Platform, be paid to Escrow Agent by the Platform Provider and subsequently be passed through to the Issuer by the Offering Platform. Notwithstanding anything to the contrary, Issuer may be required to compensate Platform Provider for the Escrow Services, and among other provisions, certain terms related to fees, payment terms, taxes, term, termination, renewal, and support may be established between Platform Provider and Issuer for the purchase of Escrow Services hereunder.

8. Resignations and Termination

8.1 Resignation of Escrow Agent. BitGo may resign at any time by giving 60 days' prior written notice of such resignation to the Issuer and Intermediary; *provided, however*, that BitGo may resign effective immediately if it can provide the Issuer and Intermediary evidence that its failure to resign would cause irreparable harm to BitGo. Upon providing such notice, BitGo will have no further obligation hereunder except to hold as depositary the Escrow Funds that it receives until the Escrow Funds have been transferred to another qualified party (a "Succeeding Escrow Agent", as defined below). In such event, BitGo will not take any action, other than receiving and depositing each subscriber's payments (or continuing to custody such subscriber's payments, as applicable) in accordance with this Appointment Agreement, until the Issuer has designated a banking corporation, trust company, attorney, or other person as successor. Upon receipt of such written designation signed by the Issuer and Intermediary, as applicable, BitGo will promptly deliver the Escrow Funds to the Succeeding Escrow Agent and will thereafter have no further obligations hereunder. Upon deposit of the Escrow Funds to a Succeeding Escrow Agent pursuant to this provision, BitGo will be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Funds.

8.2 Termination by Issuer and Intermediary. The Issuer and Intermediary may terminate the appointment of BitGo hereunder in a jointly executed direction specifying the date upon which such termination will take effect, which date must be at least 30 days from the date of such direction.

8.3 Effect of Termination. In the event of termination, the Issuer and Intermediary will, within 60 days of such notice, appoint a succeeding escrow agent ("**Succeeding Escrow Agent**") and BitGo will, upon receipt of directions signed by the Issuer and the execution by the Issuer, Succeeding Escrow Agent, and Intermediary of an agreement with terms and conditions similar to this Appointment Agreement, turn over to such Succeeding Escrow Agent all of the Escrow Funds; *provided, however*, that if the Issuer and Intermediary fail to appoint a Succeeding Escrow Agent within such 60-day period, such termination notice will be null and void *ab initio* and each of the Issuer, Intermediary, and BitGo will continue to be bound by all of the provisions hereof. Upon release of the Escrow Funds, BitGo will be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Account and under this Appointment Agreement.

8.4 Term of Appointment Agreement. The term of this Appointment Agreement will conclude upon the earlier of the (a) conclusion of the Escrow Period, (b) BitGo's resignation, the appointment of Succeeding Escrow Agent, and the transfer of Escrow Funds to the Succeeding Escrow Agent pursuant to the terms herein, or (c) Issuer's and Intermediary's joint termination of this Appointment Agreement, the appointment of Succeeding Escrow Agent, and the transfer of Escrow Funds to the Succeeding Escrow Agent.

9. Confidentiality

9.1 Confidential Information. As used herein, “**Confidential Information**” means all confidential and proprietary information of Issuer to Escrow Agent, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including without limitation financial information, business plans, technical information, and business processes. For avoidance of doubt, any disclosure of confidential information through the Offering Platform to Escrow Agent will be considered Confidential Information. Confidential Information will not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to Issuer; (b) was known to Escrow Agent prior to its disclosure; (c) was independently developed by Escrow Agent without breach of any obligation; or (d) is received from a third party without breach of any obligation.

9.2 Protection. Escrow Agent will use no less than a reasonable standard of care to safeguard the Confidential Information. Escrow Agent will only use the Confidential Information: (a) to exercise its rights and perform its obligations under this Appointment Agreement; and (b) as otherwise required by applicable law.

9.3 Permitted Disclosure. Escrow Agent will not disclose Confidential Information in violation of the terms and conditions of this Appointment Agreement to any third party without Issuer’s written consent (which may be via electronic mail). Notwithstanding the foregoing, Escrow Agent may disclose Confidential Information, including the terms and conditions of this Appointment Agreement, without Issuer’s consent: (a) to the extent required by law, regulation, court order, or request by a competent governmental or regulatory authority, provided that Escrow Agent gives the Issuer prompt written notice of such requirement (to the extent legally permissible) prior to such disclosure to enable the Issuer, at its expense, to seek a protective order or other appropriate remedy, limit the scope of such request, or waive compliance with this Appointment Agreement.; (b) in confidence, to Escrow Agent affiliates and their respective employees, agents, legal counsel, accountants, banks, and financing sources and their advisors with a need to know who are bound by confidentiality obligations. Notwithstanding the foregoing, any disclosure of Confidential Information by Escrow Agent through the Offering Platform or to the Platform Provider will not be deemed a breach of this Section 9.

10. Indemnification. Issuer agrees to indemnify and hold BitGo and its employees, officers, directors, shareholders, and agents harmless from and against any and all claims, losses, costs, liabilities, damages, suits, demands, judgments or expenses (including but not limited to reasonable attorney’s fees) claimed against or incurred by BitGo arising out of or related, directly or indirectly, to this Appointment Agreement unless caused by BitGo’s gross negligence or willful misconduct. Issuer agrees to pay or reimburse BitGo upon request for any transfer taxes or other taxes relating to the Escrow Funds incurred in connection herewith and will indemnify and hold harmless BitGo with respect to any amounts that it is obligated to pay in the way of such taxes. The terms of this provision will survive termination of the Escrow Period.

11. Limitation of Liability. ISSUER AND BROKER HEREBY ACKNOWLEDGE AND AGREE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BITGO AND ITS AFFILIATES WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO ISSUER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS AND SERVICES CONTEMPLATED UNDER THIS APPOINTMENT AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS OR HOLDER CLAIMS. ISSUER AND BROKER HEREBY ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL BITGO’S (OR ITS AFFILIATES’) TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS APPOINTMENT AGREEMENT, REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED ON CONTRACT, TORT, WARRANTY OR OTHERWISE, EXCEED THE LESSER OF: (A) \$500 US DOLLARS OR (B) THE TOTAL AMOUNT OF FEES PAID BY ISSUER FOR THE ESCROW SERVICES PROVIDED UNDER THIS APPOINTMENT AGREEMENT DURING THE 12 MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

12. Miscellaneous.

12.1 Notices. Any notice or other communication under this Appointment Agreement will be in writing and will be effective upon delivery as follows: (a) if to Issuer or Intermediary, when sent via email to the email address below

or otherwise on record with Platform Provider; and (b) if to Escrow Agent, when sent via email to legal@bitgo.com. Any such notice, in either case, must specifically reference that it is a notice given under this Appointment Agreement.

12.2 Severability. If any portion or provision of this Appointment Agreement is for any reason found to be ineffective, unenforceable, or illegal by any arbitrator or court having jurisdiction, such condition will not affect the validity or enforceability of any of the remaining portions or provisions hereof.

12.3 No Agency. This Appointment Agreement is not intended and will not be construed as creating a joint venture or a legal partnership between Issuer, Intermediary, and Escrow Agent and will not be interpreted as permitting either Party to act as an agent for the other party to this Appointment Agreement or creating a fiduciary relationship or duty or any other obligations other than those expressly imposed by this Appointment Agreement.

12.4 Choice of Trust Company and Referral. Issuer acknowledges that they have the choice to select any trust company or financial institution to provide such services. Issuer also acknowledges that while they have been referred to BitGo by the Platform Provider, the Issuer has elected to open an Escrow Account with BitGo based on their independent choice, free from pressure or influence.

12.5 Performance Subject to Laws. Issuer and Intermediary understand and agree that the Escrow Agent's performance of this Agreement may be subject to relevant laws and any rules, operating procedures, practices, and protocols related to Escrow Services, all of which may be subject to change. Escrow Agent may from time-to-time review and amend its policies and procedures or impose such additional policies and procedures as the Escrow Agent, in its sole discretion, considers necessary or advisable due to change in any laws.

12.6 Assignment. Issuer and/or Intermediary will not, directly, indirectly, by operation of law or otherwise, assign all or any part of this Appointment Agreement or its rights hereunder or delegate performance of any of its duties hereunder without the prior written consent of Escrow Agent. Subject to the foregoing restrictions, this Appointment Agreement will be binding upon and will inure to the benefit of successors and assigns.

12.7 Applicable Law; No Jury Trial. This Appointment Agreement will be construed and enforced in all respects in accordance with the laws of the State of South Dakota, U.S.A., without reference to its choice of law rules. Any dispute, controversy or claim arising under, out of or relating to this Appointment Agreement will be filed in the Federal District Court for the District of South Dakota, Southern Division, and all Parties hereto submit and consent to the jurisdiction of such courts. ISSUER, BROKER, AND BITGO EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS APPOINTMENT AGREEMENT. The foregoing does not limit or restrict either party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

12.8 Privacy Statement. The then-current BitGo privacy policy, which may be found at <https://www.bitgo.com/legal/privacy>, identifies how BitGo collects, uses, and discloses, on a limited basis, Issuer's information.

12.9 Force Majeure; Preventing Performance. No Party will be liable for any default or delay in performance of any of its obligations under this Agreement if such default or delay is caused, directly or indirectly, by: fire, flood, earthquake or other acts of God; labor disputes, strikes or lockouts; wars, rebellions or revolutions; riots or civil disorder; accidents or unavoidable casualties; interruptions in transportation or communications facilities or delays in transit or communication; pandemic; supply shortages or the failure of any person to perform any commitment to such party related to this Agreement; or any other cause, whether similar or dissimilar to those expressly enumerated in this Section beyond such Party's reasonable control. Further, Escrow Agent will not be responsible for any failure to perform any of its obligations if such performance is prevented, hindered, or delayed by a force majeure event, by changes in the Escrow Agent's policies or procedures made in Escrow Agent's sole discretion in light of legal, regulatory, operational, security or reputational risks. In such a case, Escrow Agent's obligations will be suspended for so long as the force majeure event continues or any change in the Escrow Agent's policies or procedures remains in effect.

12.10 Beneficiaries. The Parties agree that there are no third-party beneficiaries to this Appointment Agreement.

12.11 Entire Agreement; Amendments; Counterparts. This Appointment Agreement sets forth the entire agreement between the Parties concerning the Escrow Services, and supersedes all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter hereof. This Appointment Agreement may not be modified or amended except by written agreement executed by all the Parties of this Appointment Agreement. This Appointment Agreement may be executed in counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument, binding on each signatory thereto. This Appointment Agreement may be executed by signatures, electronically or otherwise, delivered by email, and a copy hereof that is properly executed and delivered by a Party will be binding upon that Party to the same extent as an original executed version hereof.

The Parties have caused their duly authorized representatives to execute this Appointment Agreement as of the Effective Date.

Issuer: VISION 60 STE-ROSE INC.
(Full Entity Name)

DocuSigned by:
Signature: *Danick Dufresne*
F4BB1F9EE7D6478...

Print Name: Danick Dufresne

Title: President

Date: 9/9/2025

Email for Notices: _____

Intermediary

Signed by:
Signature: *Matthew Melbourne*
71CCA6E630C2407...

Print Name: Matthew Melbourne

Title: Executive Officer

Date: 9/10/2025

Email for Notices: matt@republic.com

BitGo Trust Company, Inc.

DocuSigned by:
Signature: *Jody Mettler*
4B76DBD4C6A44EF...

Print Name: Jody Mettler jodymettler@bitgo.com

Title: President

Date: 25 September 2025 | 8:26 AM PDT

Certificate Of Completion

Envelope Id: 4C0DB2C1-7DF9-4F1E-B92C-EF29F6A87A71	Status: Completed
Subject: ESA_Vision60 - Reg D (1).pdf	
Client Name: VISION 60 STE-ROSE INC.	
Agreement Status: Standard	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Tanya Hart
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	2443 Ash Street
	Palo Alto, CA 94306
	tanyahart@bitgo.com
	IP Address: 134.56.163.125

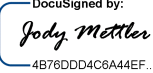
Record Tracking

Status: Original	Holder: Tanya Hart	Location: DocuSign
9/22/2025 10:26:49 AM	tanyahart@bitgo.com	

Signer Events

Jody Mettler
 jodymettler@bitgo.com
 President
 BitGo New York Trust Company LLC
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 4B76DD4C6A44EF...
 Signature Adoption: Pre-selected Style
 Using IP Address: 96.2.241.43

Timestamp

Sent: 9/22/2025 10:32:23 AM
 Viewed: 9/25/2025 8:26:16 AM
 Signed: 9/25/2025 8:26:19 AM

Electronic Record and Signature Disclosure:
 Accepted: 9/30/2022 1:28:58 PM
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Tanya Hart
 tanyahart@bitgo.com
 Head of Transfer Agent Operations - BitGo
 Stakeholder Services LLC
 BitGo
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via Docusign

COPIED

Sent: 9/25/2025 8:26:19 AM

Whitney White
 whitneywhite@bitgo.com
 Managing Director
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:

COPIED

Sent: 9/25/2025 8:26:19 AM

Carbon Copy Events	Status	Timestamp
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Accepted: 8/18/2025 6:08:55 AM
ID: ba1160fd-78a0-477a-b3db-cb009d718d59

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/22/2025 10:32:23 AM
Certified Delivered	Security Checked	9/25/2025 8:26:16 AM
Signing Complete	Security Checked	9/25/2025 8:26:19 AM
Completed	Security Checked	9/25/2025 8:26:19 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, BitGo (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact BitGo:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: legal@bitgo.com

To advise BitGo of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sharon@bitgo.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from BitGo

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to legal@bitgo.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with BitGo

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to legal@bitgo.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify BitGo as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by BitGo during the course of your relationship with BitGo.

Exhibit B: Escrow Conditions

- (i) **Initial Closing Conditions**: At the Company's discretion, subject to the terms described in the Memorandum, an Initial Closing on funds in the Primary Escrow Account will be declared.
- (ii) **Construction Milestone Verification**: Subsequent releases from the Construction Escrow Account will be made at the Company's discretion upon the achievement of predefined construction milestones. These milestones must be verified and certified by an independent third-party expert, who will provide a detailed progress report to the Construction Escrow Agent.
- (iii) **Partial Closings**: Additional closings on funds in the Primary Escrow Account may occur subject to the terms described in the associated Private Placement Memorandum, allowing further funds raised to be transferred to the Construction Escrow Account, provided that the conditions for release at each stage are met.
- (iv) **Final Closing**: The offering will conclude upon reaching the Maximum Offering Amount of USD \$24,245,574 or on any other date decided by the Company.
- (v) **Investor Acknowledgment**: By subscribing, the Subscriber acknowledges that funds may remain in escrow for an extended period and will only be released in accordance with the conditions set forth herein and in the Escrow Agreement.