REORGANIZATION AGREEMENT

AMONG:

OLYMPIA FINANCIAL GROUP INC.

- and -

OLYMPIA TRUST COMPANY

- and -

OLYMPIA BENEFITS INC.

- and -

TARMAN ATM INC.

- and –

RICHARD SKAUGE

- and -

CRAIG SKAUGE

- and -

ANDREA GILLIS

- and -

KELLY REVOL

TABLE OF CONTENTS

Page

TABLE OF CONTENTS

Page

TABLE OF CONTENTS

Page

ARTICLE 11
NOTICES

ARTICLE 12
GENERAL

REORGANIZATION AGREEMENT

THIS REORGANIZATION AGREEMENT made as of the 15th day of July, 2026.

AMONG:

OLYMPIA FINANCIAL GROUP INC., a corporation existing under the laws of the Province of British Columbia ("**OFGI**")

- and -

OLYMPIA TRUST COMPANY, a trust corporation existing under the laws of the Province of Alberta ("**OTC**")

- and -

OLYMPIA BENEFITS INC., a corporation existing under the laws of the Province of Alberta ("**OBI**")

- and -

TARMAN ATM INC., a corporation existing under the laws of the Province of Alberta ("**Tarman**")

- and -

RICHARD SKAUGE, an individual residing in the Province of Alberta ("**Rick**")

- and -

CRAIG SKAUGE, an individual residing in the Province of Alberta ("**Craig**")

- and -

ANDREA GILLIS, an individual residing in the Province of Alberta ("**Gillis**")

- and -

KELLY REVOL, an individual residing in the Province of Alberta ("**Revol**")

WHEREAS:

A. OFGI and Tarman are parties to the Tarman Agreement.

B. OFGI, OTC, OBI and Craig are parties to the Craig Skauge Employment Agreement.

C. OFGI, OTC and Gillis are parties to the Gillis Employment Agreement.

D. OFGI, OTC and Revol are parties to the Revol Employment Agreement.

E. The Parties wish to terminate the Tarman Agreement and each of the Management on the terms and conditions as more particularly described herein.

F. In order to effect the transactions contemplated by this Agreement, the Parties will undertake the Plan of Arrangement.

G. In furtherance of the above, the Parties wish to enter into this Agreement to set forth their respective rights and obligations in respect of the transactions contemplated hereby.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree with each other as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Whenever used in this Agreement, including the recitals and any Schedules, the following words and phrases shall have the following meanings unless the context otherwise requires:

(a) "**2026 Executive Agreements**" means, collectively, the 2026 Rick Skauge Employment Agreement, the 2026 Craig Skauge Employment Agreement, the 2026 Gillis Employment Agreement, and the 2026 Revol Employment Agreement.

(b) "**2026 Craig Skauge Employment Agreement**" means the executive employment agreement to be entered into between Craig, as President and Chief Executive Officer of OTC, and OTC effective at Closing, substantially on the terms and conditions set forth in the Term Sheet.

(c) "**2026 Gillis Employment Agreement**" means the executive employment agreement to be entered into between Gillis, as employee, and OTC, effective at Closing, substantially on the terms and conditions set forth in the Gillis Term Sheet.

(d) "**2026 Revol Employment Agreement**" means the executive employment agreement to be entered into between Revol, as employee, and OTC, effective at Closing, substantially on the terms and conditions set forth in the Revol Term Sheet.

(e) "**2026 Rick Skauge Employment Agreement**" means the executive employment agreement to be entered into between OFGI and Rick substantially on the terms and conditions set forth in the Term Sheet.

(f) "**Additional Indemnitees**" means, with respect to the Olympia Parties, their affiliates and the respective directors, officers, shareholders, partners and employees of the Olympia Parties and their affiliates.

(g) "**affiliate**" means, in relation to any Person, any other Person that controls, is controlled by or is under common control with the first mentioned Person, and for the purposes of this definition and references in this Agreement to "affiliate", "control" means the possession, directly or indirectly, by such Person of the power to direct or cause the direction of the management and policies of the first mentioned Person, whether through the ownership of voting securities or otherwise.

(h) "**Agreement**" means this reorganization agreement and the Schedules hereto and includes any agreement amending this agreement or any agreement or instrument which is supplemental or ancillary thereof.

(i) "**Applicable Canadian Securities Laws**" means, collectively, and as the context may require, the applicable securities legislation of each of the provinces and territories of Canada, and the rules, regulations, instruments, blanket orders and policies published and/or promulgated thereunder, as such may be amended from time to time prior to the Effective Date, that is binding upon or applicable to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities.

(j) "**Applicable Law**" means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives, published guidelines, standards, codes of practice (regardless of whether such guidelines, standards and codes of practice have been promulgated by statute or regulation), treaties, ordinances, municipal by-laws and orders of and the terms of all judgments, orders, decrees, directives, awards and writs issued by any Authorized Authority by which such Person is bound or which has application to the transaction or event in question.

(k) "**Arrangement**" means the arrangement under the provisions of section 288 of the BCBCA, on the terms and conditions set forth in the Plan of Arrangement as supplemented, or modified in accordance with the provisions of this Agreement and the Plan of Arrangement, or amended or made at the direction of the Court in the Final Order.

(l) "**Arrangement Resolution**" means the special resolution of the OFGI Shareholders in respect of the Arrangement and the issuance of OTC Consideration Shares, Tarman OFGI Consideration Shares and Management OFGI Subscribed Shares to be considered at the OFGI Meeting.

(m) "**Authorized Authority**" means, in relation to any Person, transaction or event, any: (i) national, federal, provincial, state, county, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign; (ii) agency, authority, ministry, department, board, bureau, commission, instrumentality, regulatory body, professional association, licensing authority, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, administrative or similar powers or functions of or pertaining to government, including the Canada Revenue Agency and similar provincial taxation authorities; (iii) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; and (iv) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange (including the TSX), in each case having jurisdiction over such Person, transaction or event.

(n) "**BCBCA**" means the *Business Corporations Act* (British Columbia);

(o) "**Business Day**" means any day, other than a Saturday, a Sunday or civic holiday in Calgary, Alberta or Vancouver British Columbia.

(p) "**Cash Consideration**" means the cash portion of the consideration to be paid by OFGI or OTC, as applicable to Tarman and each of the Executive Officers, as more particularly set forth in Schedule "A" of the Plan of Arrangement.

(q) "**Confidential Information**" means, subject to Section 9.3, whether labelled as "confidential" or not, all information concerning the business, affairs, operations, assets, capital or prospects of a Disclosing Party and its affiliates (or any of them), including accounting and financial data, securityholder information, personnel information, customer information, supplier information, business plans, research and development information, marketing or sales information, legal opinions, forecasts and projections, studies and technical data, intellectual property, product specifications, data, computer programs, operations processes and procedures, designs, sketches photographs, graphs, drawings, samples, inventions and ideas (whether patentable or not), innovations and improvements, which is disclosed, prior to or following the execution and delivery of this Agreement, to a Receiving Party, whether such information is disclosed in written, electronic, magnetic or other form (including by way of email or CD, DVD, memory stick or other storage medium) or is disclosed visually or by any other means (including in a physical or virtual data room), and any and all information that is developed or created, in whole or in part, directly or indirectly, from or using any such information. "Confidential Information" also includes: (i) the existence of this Agreement; (ii) a Party's, consideration of the transactions contemplated hereby; and (iii) any negotiations relating to the transactions contemplated hereby.

(r) "**Court**" means the Supreme Court of British Columbia.

(s) "**Craig Escrow Agreement**" the escrow agreement to be entered into on the Effective Date amongst the Escrow Agent, OFGI, and Craig, substantially in the form attached hereto as Schedule 1.1(s).

(t) "**Craig Skauge Employment Agreement**" means the amended and restated employment agreement among Craig Skauge, as employee, and OTC, OFGI and OBI (as successor to Exempt Edge Inc.), dated January 1, 2018, as amended or supplemented and/or restated.

(u) "**Disclosing Party**" means the Party disclosing its Confidential Information.

(v) "**Effective Date**" has the meaning ascribed thereto in Section 2.1(b).

(w) "**Effective Time**" means 12:01 a.m. on the Effective Date.

(x) "**Escrow Agent**" means OTC in its capacity as escrow agent pursuant to the terms of each of the Escrow Agreements.

(y) "**Escrow Agreements**" means, collectively, the Tarman Escrow Agreement, the Craig Escrow Agreement, the Gillis Escrow Agreement and the Revol Escrow Agreement.

(z) "**Executive Officers**" means, collectively: (i) Craig Skauge, Executive Vice-President of OFGI and President & Chief Executive Officer of OTC; (ii) Andrea Gillis, Executive Vice-President, Investment Account Services, Securities of OTC; and (iii) Kelly Revol, Executive Vice President, Investment Account Services, Mortgages of OTC and "Executive Officer" means any of them.

(aa) "**Final Order**" means the final order of the Court pursuant to section 291 of the BCBCA, approving the Arrangement, after a hearing considering, amongst other things, the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be amended by the Court with the consent of the Parties at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to the Parties, each acting reasonably) on appeal.

(bb) "**Gillis Employment Agreement**" means the amended and restated employment agreement among Gillis, as employee, and OTC and OFGI, dated July 1, 2018, as amended or supplemented and/or restated from time to time.

(cc) "**Gillis Escrow Agreement**" the escrow agreement to be entered into on the Effective Date amongst the Escrow Agent, OFGI, and Gillis, substantially in the form attached hereto as Schedule 1.1(cc).

(dd) "**Gillis Term Sheet**" means the non-binding indicative term sheet dated July 6, 2026 among Gillis, OFGI and OTC.

(ee) "**including**" and "**includes**" means "including, without limitation" and "includes, without limitation", respectively.

(ff) "**Information Circular**" means the management information circular of OFGI, together with all appendices thereto, to be mailed or otherwise distributed by OFGI to the OFGI Shareholders in connection with the OFGI Meeting.

(gg) "**Interim Order**" means the interim order of the Court concerning the Arrangement made pursuant to subsection 291(2) of the BCBCA, providing for, among other things, advice and directions in connection with the Arrangement and the holding of the OFGI Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction prior to the Effective Time.

(hh) "**Legal Proceeding**" means any litigation, action, application, suit, complaint, investigation, hearing, inquiry, claim, deemed complaint, grievance, arbitration proceeding or other similar proceeding, judicial or administrative, before or by any Authorized Authority and includes any appeal or review thereof and any application for appeal or review.

(ii) "**Management Agreements**" means, collectively, the Craig Skauge Employment Agreement, the Gillis Employment Agreement and the Revol Employment Agreement.

(jj) "**Management OFGI Subscribed Shares**" means the OFGI Shares to be subscribed for by each of the Executive Officers pursuant to the terms of the Plan of Arrangement, as more particularly set forth in Schedule "A" of the Plan of Arrangement.

(kk) "**MI 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

(ll) "**OFGI Board**" means the board of directors of OFGI as it may be comprised from time to time, including any duly constituted and acting committee thereof.

(mm) "**OFGI Meeting**" means the special meeting of OFGI Shareholders to be held to consider, among other matters: (A) the Arrangement Resolution; and (B) certain annual meeting matters, and any adjournment(s) or postponement(s) thereof.

(nn) "**OFGI Shareholders**" means holders of OFGI Shares from time to time.

(oo) "**OFGI Shares**" means the common shares in the capital of OFGI, as constituted on the date hereof.

(pp) "**Olympia Parties**" means OFGI, OTC and OBI, each an "**Olympia Party**".

(qq) "**OTC Consideration Shares**" means the OTC Shares to be issued to Tarman pursuant to the terms of the Plan of Arrangement, which have an aggregate value of $64,847,000.

(rr) "**OTC Shares**" means the Class "A" common shares in the capital of OTC, as constituted on the date hereof.

(ss) "**Outside Date**" means September 30, 2026, or such other date as the Parties may agree.

(tt) "**Parties**" means OFGI, OTC, OBI, Tarman and each of the Executive Officers and "**Party**" means one of them.

(uu) "**Person**" includes an individual, a partnership, a corporation, a trust, a joint venture, an unincorporated organization, a union, an indigenous group, an Authorized Authority or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.

(vv) "**Plan of Arrangement**" means the plan of arrangement under the BCBCA substantially in the form set forth in Schedule 1.1(vv) as such plan of arrangement may be amended or supplemented from time to time in accordance with the terms thereof and hereof or made at the direction of the Court in the Final Order with the prior written consent of the Parties, each acting reasonably.

(ww) "**Receiving Party**" means the Party receiving Confidential Information from the Disclosing Party.

(xx) "**Releasee**" has the meaning ascribed thereto in Section 2.7.

(yy) "**Releasor**" has the meaning ascribed thereto in Section 2.7.

(zz) "**Representatives**" means, in relation to any Party, the directors, officers, employees, bankers, professional advisors (such as financial advisors, lawyers and accountants), consultants and agents of such Party and directors, officers, employees, consultants and agents of affiliates of such Party.

(aaa) "**Special Committee**" means the Special Committee of independent directors of OFGI, as constituted from time to time.

(bbb) "**Representing Party**" has the meaning ascribed thereto in Section 7.1.

(ccc) "**Revol Employment Agreement**" means the amended and restated employment agreement among Revol, as employee, and OTC and OFGI, dated July 1, 2018, as amended or supplemented and/or restated from time to time.

(ddd) "**Revol Escrow Agreement**" the escrow agreement to be entered into on the Effective Date amongst the Escrow Agent, OFGI, and Revol, substantially in the form attached hereto as Schedule 1.1(ddd).

(eee) "**Revol Term Sheet**" means the non-binding indicative term sheet dated July 6, 2026 among Revol, OFGI and OTC.

(fff) "**Tarman Agreement**" means the Amended and Restated Management Agreement dated October 1, 2020 between OFGI and Tarman.

(ggg) "**Tarman Escrow Agreement**" the escrow agreement to be entered into on the Effective Date amongst the Escrow Agent, OFGI, and Tarman, substantially in the form attached hereto as Schedule 1.1(ggg).

(hhh) "**Tarman OFGI Consideration Shares**" means the aggregate 433,493 OFGI Shares to be issued to Tarman pursuant to the Plan of Arrangement, as more particularly described in Schedule "A" of the Plan of Arrangement.

(iii) "**Taxes**" means all taxes, charges, fees, levies and other assessments, including all income, capital, capital gains, transfer, profits, withholding and any other taxes, assessments or similar charges in the nature of a tax, and any interest, fines and penalties imposed by any authorized taxing authority, and whether disputed or not.

(jjj) "**Term Sheet**" means the non-binding indicative term sheet dated July 6, 2026 among Tarman, Craig, OFGI and OTC.

(kkk) "**Third Party Approvals**" has the meaning ascribed thereto in Section 8.1(e).

(lll) "**Totally Disabled**" means the mental or physical state of Revol or Gillis, as applicable, such that: (i) Revol or Gillis, as applicable, is, due to illness, disease, mental or physical disability or similar cause, incapable of performing the duties customarily assigned to Revol or Gillis, as applicable, for any consecutive 90 day period or for any period of 180 days (whether or not consecutive) in any consecutive 24-month period. For the purpose of determining whether this state of affairs has been reached, a medical report from a doctor chosen by Olympia Trust Company shall be deemed to be a conclusive determination of same; (ii) a court of competent jurisdiction or other competent authority has declared Revol or Gillis, as applicable, to be incapable of managing their property or incapable of personal care; or (iii) a representative under a representation agreement, an attorney under an enduring or continuing power of attorney for personal care, or any other individual given the power to do so under a similar instrument, begins to manage the affairs of Revol or Gillis, as applicable.

(mmm) "**TSX**" means the Toronto Stock Exchange.

1.2 References and Headings

The references "hereunder", "herein", "hereby" and "hereof" refer to the provisions of this Agreement and references to Articles, Sections and Schedules herein refer to articles, sections or schedules of this Agreement. Any reference to time shall refer to Vancouver time. The headings of the Articles, Sections, Schedules and any other headings, captions or indices herein are inserted for convenience of reference only and shall not be used in any way in construing or interpreting any provision hereof.

1.3 Canadian Dollars

All dollar amounts referred to in this Agreement are in Canadian funds, unless otherwise indicated herein. All payments contemplated herein shall be by wire transfer or bank draft issued by a Canadian bank or such other transfer of immediately available funds as may be acceptable to the Parties.

1.4 Singular/Plural; Derivatives

Whenever the singular or masculine or neuter is used in this Agreement, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and *vice versa*, as the context requires. Where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires.

1.5 Statutory References

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing the statute so referred to or the regulations made pursuant thereto.

1.6 Conflicts

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of any Schedule or any document delivered pursuant to this Agreement, the provision of the body of this Agreement shall prevail.

1.7 Computation of Time Periods

Except as expressly set out in this Agreement, the computation of any period of time referred to in this Agreement shall exclude the first day and include the last day of such period. If the time limited for the performance or completion of any matter under this Agreement expires or falls on a day that is not a Business Day, the time so limited shall extend to the next following Business Day. To the extent that interest is calculated for a period ending on a day that is not a Business Day, the last day of such period, for the purposes of calculating interest, shall extend to the next following Business Day.

1.8 Interpretation Not Affected by Party Drafting

The Parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of this Agreement.

1.9 Schedules

The following Schedules are attached hereto and made part of this Agreement:

Schedule 1.1(s)	-	Craig Escrow Agreement
Schedule 1.1(cc)	-	Gillis Escrow Agreement
Schedule 1.1(ddd)	-	Revol Escrow Agreement
Schedule 1.1(ggg)	-	Tarman Escrow Agreement
Schedule 1.1(vv)	-	Plan of Arrangement
Schedule 8.1(e)	-	Third Party Approvals

ARTICLE 2
THE ARRANGEMENT

2.1 Plan of Arrangement

(a) On the terms and subject to the conditions set forth in this Agreement, the Parties agree to carry out the Arrangement in accordance with the Plan of Arrangement.

(b) The Plan of Arrangement may be amended in accordance with Section 12.12. On the third Business Day after the last of the conditions set forth in Article 8 have been satisfied (other than those conditions that by their nature are to be satisfied at closing of the Arrangement, but subject to satisfaction or waiver of those conditions) or, where not prohibited, waived by the applicable Party or Parties in whose favour the condition is, unless another time or date is agreed to in writing by the Parties (the "**Effective Date**"), the Parties will complete the Arrangement and the Arrangement shall become effective at the Effective Time whereupon the steps comprising the Plan of Arrangement will be deemed to occur in the order, at the times, and in the manner set forth therein.

(c) The Parties shall use their reasonable commercial efforts to cause the Effective Date to occur as soon as practicable after satisfaction of the conditions set forth in Article 8 (other than those conditions which by their nature are to be satisfied at closing of the Arrangement) and, in any event, by the Outside Date.

2.2 Recommendation of OFGI Board

OFGI represents and warrants to Tarman that the OFGI Board:

(a) has unanimously determined, after receiving the advice of its legal advisors, and the recommendation of the Special Committee, that:

 (i) it will unanimously recommend that the OFGI Shareholders vote in favour of the Arrangement Resolution; and

 (ii) the Arrangement and the entry into this Agreement are in the best interests of OFGI; and

(b) has received a Comprehensive Valuation Report dated July 6, 2026 from Evans & Evans, Inc. with respect to the value to be paid to Tarman in respect of the transfer of the

Tarman Agreement and each of the Executive Officers in respect of the termination of the Management Agreements.

2.3 Interim Order

OFGI agrees that as soon as reasonably practicable after the date hereof, OFGI shall apply in a manner reasonably acceptable to the Parties pursuant to Part 9 of the BCBCA and, in cooperation with the other Parties, acting reasonably, prepare, file and diligently pursue an application for the Interim Order, which application shall seek that the Interim Order provide, among other things:

(a) for the calling and the holding of the OFGI Meeting, including the record date for determining the Persons to whom notice of the OFGI Meeting is to be provided and for determining the Persons entitled to vote at the OFGI Meeting and for the manner in which such notice is to be provided;

(b) that the securities of OFGI for which holders as at the record date established for the OFGI Meeting shall be entitled to vote on the Arrangement Resolution shall be the OFGI Shares;

(c) that all OFGI Shareholders as at the record date established for the OFGI Meeting shall be entitled to vote on the Arrangement Resolution, with each OFGI Shareholder being entitled to one vote for each OFGI Share held by it, provided that certain OFGI Shares shall be excluded to the extent required for compliance with MI 61-101 and the rules of the TSX for purposes of the Arrangement;

(d) that subject to the approval of the Court, the requisite level of approval for the Arrangement Resolution shall be at least:

   (i) two-thirds of the votes cast on the Arrangement Resolution by those OFGI Shareholders present in person or represented by proxy at the OFGI Meeting; and

   (ii) if required, a majority of the votes cast on the Arrangement Resolution by the OFGI Shareholders present in person or represented by proxy at the OFGI Meeting, excluding OFGI Shares that are required to be excluded pursuant to MI 61-101 and the rules of the TSX for purposes of the Arrangement;

(e) that, in all other respects, the terms, restrictions and conditions of the constating documents of OFGI, including quorum requirements and all other matters, shall apply in respect of the OFGI Meeting, except as modified by the Interim Order;

(f) for the notice requirements with respect to the presentation of the application to the Court for the Final Order;

(g) that the OFGI Meeting may be adjourned or postponed from time to time by OFGI without the need for additional approval of the Court;

(h) that, unless required by Applicable Law, the record date for determining OFGI Shareholders entitled to notice of and to vote at the OFGI Meeting will not change in respect of any adjournment or postponement of the OFGI Meeting; and

(i) for such other matters as the Parties may agree in writing, each acting reasonably.

2.4 Information Circular

As promptly as practical following the execution of this Agreement, and in compliance with the Interim Order and Applicable Law (including Applicable Canadian Securities Laws):

(a) OFGI will prepare the Information Circular and Tarman, the Executive Officers and the Olympia Parties shall provide, in a timely and expeditious manner, all information which is required for inclusion in the Information Circular and any amendments or supplements thereto, in each case complying in all material respects with all requirements of Applicable Law on the date of issue thereof;

(b) OFGI shall call, give notice of and convene the OFGI Meeting at which meeting the Arrangement Resolution shall be submitted to the OFGI Shareholders entitled to vote upon such resolution for approval and, unless as otherwise agreed in writing between the Parties, OFGI shall not adjourn, postpone or cancel (or propose to adjourn, postpone or cancel) or fail to call the OFGI Meeting without prior written consent of Tarman and Craig except for adjournments or postponements as required for quorum purposes (in which case the OFGI Meeting shall be adjourned) or by Applicable Law or by an Authorized Authority;

(c) OFGI shall ensure that the Information Circular (subject to Tarman and the Executive Officers complying with the provisions of Section 2.5(b)) is in compliance, in all material respects, with all Applicable Canadian Securities Laws on the date of issue thereof; and

(d) OFGI shall cause the Information Circular to be mailed to the OFGI Shareholders and filed with the applicable Authorized Authorities in all jurisdictions where the same is required to be mailed and filed.

2.5 Preparation of Filings

(a) Tarman, the Executive Officers and the Olympia Parties shall cooperate in:

(i) seeking the Interim Order and the Final Order, including by Tarman and the Executive Officers providing OFGI on a timely basis any information required to be supplied by such Party concerning itself in connection therewith. OFGI shall provide Tarman and its legal counsel and the Executive Officers with reasonable opportunity to review and comment upon drafts of all materials to be filed with the Court in connection with the Arrangement, and shall give reasonable consideration to all such comments. OFGI shall also provide Tarman and its legal counsel and the Executive Officers on a timely basis with copies of any notice of appearance and evidence served on OFGI or its legal counsel in respect of the application for the Final Order or any appeal therefrom. Subject to Applicable Law, OFGI shall not file any material with the Court or any Authorized Authority in connection with the Arrangement or serve any such material, and shall not agree to modify or amend materials so filed or served, except with prior written consent from Tarman and Craig, such consent not to be unreasonably withheld, conditioned or delayed; and

(ii) the taking of all such action as may be required under the BCBCA and Applicable Canadian Securities Laws in connection with the transactions contemplated by this Agreement and the Plan of Arrangement.

(b) Each of Tarman, the Executive Officers and the Olympia Parties shall promptly furnish to the other all information concerning it as may be required to effect the actions described in Section 2.1 and the foregoing provisions of this Section 2.5, and each covenants that no information furnished by it in connection with such actions or otherwise in connection with the consummation of the Arrangement and the other transactions contemplated by this Agreement will contain any misrepresentation (as such term is defined under Applicable Canadian Securities Laws).

2.6 Effective Date

(a) The Arrangement shall become effective at the Effective Time. Provided all necessary approvals for the Arrangement Resolution are obtained from the OFGI Shareholders, OFGI shall, as soon as reasonably practicable following the OFGI Meeting, submit the Arrangement to the Court and apply for the Final Order.

(b) As soon as reasonably practicable, but in any event no later than three Business Days following the satisfaction or waiver of the conditions set out in Article 8 (other than those conditions that by their nature are to be satisfied at closing of the Arrangement, but subject to satisfaction or waiver of those conditions), each of Tarman and the Executive Officers on the one hand and the Olympia Parties on the other hand, shall execute and deliver such closing documents and instruments as may be required to give effect to the Arrangement pursuant to the BCBCA, whereupon the transactions comprising the Arrangement shall occur and shall be deemed to have occurred in the order set out in the Plan of Arrangement without further act or formality.

2.7 Release

Subject to Section 3.4, upon termination of the Tarman Agreement and Management Agreements in accordance with the provisions of the Plan of Arrangement, each Party does for itself and its respective associates, affiliates, predecessors, successors or parent corporations or entities, and all past, present and future officers, trustees, directors, shareholders, employees, agents, servants and attorneys of each of the foregoing, or any of them, including each of their successors, heirs, executors, assigns, administrators, agents and representatives (collectively, the "**Releasor**"), irrevocably release, remise and forever discharge each other Party and their respective associates, affiliates, predecessors, successors or parent corporations or entities, and all past, present and future officers, trustees, directors, shareholders, employees, agents, servants and attorneys of each of the foregoing, or any of them, including each of their parent corporations, successors, heirs, executors, assigns, administrators, agents and representatives (collectively, the "**Releasee**"), from any and all actions, manners of actions, causes of actions, contracts (whether express or implied), agreements, claims and demands for damages, loss, or injury, suits, debts, sums of money, dues, bonds, indemnity, expenses, interest, costs and claims of any and every kind and nature whatsoever, at law or in equity, that each Releasor had, now has, or can hereafter have against each Releasee by reason of or arising out of any causes whatsoever, in connection with, or relating to the Tarman Agreement or applicable Management Agreement up to and inclusive of the Effective Time.

2.8 Valuation Matters

It is acknowledged that the Arrangement may, in accordance with Applicable Canadian Securities Laws (including MI 61-101), require the preparation and delivery of a formal valuation to be provided or summarized in the Information Circular in respect of the OFGI Meeting. Alternatively, the OFGI Board may elect to voluntarily undertake and disclose a formal valuation in respect of the Arrangement, even if not required by Applicable Canadian Securities Laws. The Parties agree to cooperate and take all reasonably necessary steps to facilitate the preparation and delivery of any such formal valuation.

ARTICLE 3
ADDITIONAL COVENANTS

3.1 Covenants of Tarman and the Executive Officers

Each of Tarman and the Executive Officers covenants and agrees that, from the date of this Agreement until the earlier of the Effective Date or termination of this Agreement, except with the prior written consent of the Olympia Parties (not to be unreasonably withheld, delayed or conditioned), and except as otherwise expressly permitted or specifically contemplated by this Agreement (including the Plan of Arrangement) or required by Applicable Law:

(a) to use its reasonable commercial efforts to satisfy or cause the satisfaction of the conditions set forth in Section 8.1 and Section 8.2 as soon as reasonably practicable, to the extent the fulfillment of the same is within the control of such Party;

(b) to forthwith carry out the terms of the Interim Order and the Final Order to the extent applicable to it and to use its reasonable commercial efforts to assist OFGI in obtaining such orders and to carry out the intent or effect of this Agreement and the Arrangement;

(c) to make all necessary filings and applications under Applicable Law, including Applicable Canadian Securities Laws, required on the part of such Party in connection with the transactions contemplated herein and take all commercially reasonable action necessary to be in compliance with such Applicable Law;

(d) to use its reasonable commercial efforts to obtain any Third Party Approvals required by it in connection with the Arrangement as soon as is practicable;

(e) not to take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement, which might directly or indirectly interfere with or affect the consummation of the Arrangement and the transactions contemplated hereby;

(f) to furnish promptly to OFGI and its legal counsel: (i) a copy of each notice, report, schedule or other document delivered, filed or received by such Party in connection with the Arrangement from any Authorized Authority; (ii) any filings under Applicable Law in connection with the Arrangement; and (iii) any documents related to dealings with Authorized Authorities in connection with the transactions contemplated herein;

(g) to promptly advise OFGI in writing of:

(i) any material breach by such Party of any covenant, obligation or agreement contained in this Agreement; and

(ii) any notice or other communication from any Authorized Authority in connection with this Agreement (and shall contemporaneously provide a copy of any such written notice or communication to OFGI);

(h) will provide all reasonably necessary support to assist OFGI in its efforts to obtain conditional approval for the listing of the Tarman OFGI Consideration Shares and Management OFGI Subscribed Shares issuable under the Arrangement on the TSX; and

(i) will provide all reasonably necessary support to assist OTC in its efforts to obtain the Minister of Finance (Alberta) consent to the issuance of the OTC Consideration Shares, Tarman OFGI Consideration Shares and Management OFGI Subscribed Shares as required by sections 56(4)(b) and 77 of the *Loan and Trust Corporations Act* (Alberta) and the Schedule A to the OFGI Articles.

3.2 Covenants of the Olympia Parties

Each Olympia Party covenants and agrees that, from the date of this Agreement until the earlier of the Effective Date or termination of this Agreement, except with the prior written consent of Tarman and the Executive Officers (not to be unreasonably withheld, delayed or conditioned), and except as otherwise expressly permitted or specifically contemplated by this Agreement (including the Plan of Arrangement) or required by Applicable Law:

(a) it will use its reasonable commercial efforts to satisfy or cause the satisfaction of the conditions set forth in Section 8.1 and Section 8.3 as soon as practicable, to the extent the satisfaction of the same is within the control of such Olympia Party;

(b) it will forthwith carry out the terms of the Interim Order and the Final Order;

(c) OFGI will make all necessary filings and applications under Applicable Law, including Applicable Canadian Securities Laws, required to be made on the part of OFGI in connection with the transactions contemplated herein and shall take all commercially reasonable action necessary to be in compliance with such Applicable Law;

(d) it will use its reasonable commercial efforts to obtain any Third Party Approvals required by it in connection with the Arrangement as soon as is practicable;

(e) it shall not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement, which might directly or indirectly interfere with or affect the consummation of the Arrangement and the transactions contemplated hereby;

(f) except for proxies, other voting instruction forms and other non-substantive communications with securityholders, OFGI will furnish promptly to Tarman and the Executive Officers and its legal counsel: (i) a copy of each notice, report, schedule or other document delivered, filed or received by OFGI in connection with the Arrangement from any Authorized Authority; (ii) any filings under Applicable Law in connection with the Arrangement; and (iii) any documents related to dealings with Authorized Authorities in connection with the transactions contemplated herein;

(g) it shall promptly advise Tarman and the Executive Officers in writing of:

(i) any material breach by such Olympia Party of any covenant, obligation or agreement contained in this Agreement; and

(ii) any notice or other communication from any Authorized Authority in connection with this Agreement (and such Olympia Party shall contemporaneously provide a copy of any such written notice or communication to Tarman);

(h) OFGI shall provide notice to Tarman and the Executive Officers of the OFGI Meeting and allow each Party's representatives and legal counsel to attend such OFGI Meeting;

(i) management of OFGI shall:

(i) solicit proxies:

(A) in favour of the approval of the Arrangement Resolution; and

(B) against any resolution submitted by any Person that is inconsistent with, or which seeks (without consent from Tarman and Craig) to hinder or delay the Arrangement Resolution and the completion of the transactions contemplated by this Agreement;

(j) OFGI shall advise each of the other Parties, as such Party may reasonably request, as to the aggregate tally of the proxies received by OFGI in respect of the Arrangement Resolution;

(k) OFGI shall convene and conduct the OFGI Meeting in accordance with the Interim Order and as otherwise required by the by-laws of OFGI, any instrument governing the OFGI Meeting and Applicable Law (as any of the foregoing may be amended by the Interim Order);

(l) OFGI will use reasonable commercial efforts to obtain conditional approval for the listing of the Tarman OFGI Consideration Shares and Management OFGI Subscription Shares issuable under the Arrangement on the TSX;

(m) OTC will use reasonable commercial efforts to obtain the Minister of Finance (Alberta) consent to the issuance of the OTC Consideration Shares, Tarman OFGI Consideration Shares and Management OFGI Subscription Shares as required by section 77 of the *Loan and Trust Corporations Act* (Alberta) and the Schedule A to the OFGI Articles; and

(n) OTC and OFGI shall pay the cash consideration and issue the OTC Consideration Shares, Tarman OFGI Consideration Shares and / or Management OFGI Subscribed Shares, as applicable, in accordance with the Plan of Arrangement.

3.3 Non-Competition

Tarman covenants and agrees with the Olympia Parties that Tarman will not engage in any way in the sale or provision of management services in a business which competes with OFGI, or any of its subsidiaries (as of the date of this Agreement) in Western Canada for a period of three years from the Effective Date.

3.4 Indemnities

Notwithstanding any other provision of this Agreement, Tarman shall indemnify the Olympia Parties and their Additional Indemnitees and save them fully harmless against any Taxes, costs, expenses and liabilities including reasonable legal fees, on a full indemnity basis, which may be suffered or incurred by the Olympia Parties and their Additional Indemnitees as a result of, or arising out of or in connection with:

(a) the Plan of Arrangement insofar as it relates to the Tarman Agreement, and

(b) a breach by Tarman of the representation and warranty made in Section 7.5.

This Section 3.4 shall survive and continue, insofar as it relates to: (i) Section 3.4(a), until ninety (90) days after the applicable Authorized Authorities are no longer entitled to assess or reassess the Olympia Parties and their Additional Indemnitees as a result of, or arising out of or in connection with, the Plan of Arrangement any other provision of this Agreement; and (ii) Section 3.4(b), until ninety (90) days after the applicable Authorized Authorities are no longer entitled to assess or reassess Tarman as a result of, or arising out of or in connection with, the Plan of Arrangement any other provision of this Agreement.

3.5 Tax Reporting

The Parties shall reasonably cooperate in good faith to determine whether any transaction contemplated by the Plan of Arrangement, or any transaction that may be considered to be part of the same series of transactions as the transactions contemplated by the Plan of Arrangement, is a “reportable transaction” (as defined in section 237.3 of the Tax Act), is a "notifiable transaction" (as defined in section 237.4 of the Tax Act), or is otherwise required to be reported to any applicable Authorized Authority under any analogous provision of any comparable Law of any province or territory of Canada, including any transaction subject to mandatory disclosure rules under the Taxation Act (Québec). If any Party determines that any such transaction is reportable then it shall so notify all other Parties and the Parties shall reasonably cooperate in good faith (including sharing of draft reporting forms) to make any such report on a timely basis. Notwithstanding the foregoing and for greater certainty, each Party shall be permitted to report any transaction to an applicable Governmental Authority to the extent that such Party determines, acting reasonably, that such reporting is required by Applicable Law.

3.6 Termination of Payments

Notwithstanding the provisions of the Plan of Arrangement, in the event that Revol or Gillis, as applicable: (i) resigns her employment with Olympia Trust Company; (ii) is terminated for cause from her employment with Olympia Trust Company; (iii) becomes Totally Disabled; or (iv) dies, then she shall forfeit all remaining Cash Consideration to be paid to her pro-rated up to the first to occur of the date: (A) that her employment ended; (B) she became Totally Disabled; and (C) she died (the "**Termination Date**"). For clarity, Termination Date means the date on which Revol or Gillis, as applicable, ceases to be an employee of Olympia Trust Company in accordance with (i), (ii), (iii) or (iv), above, without regard to any pay *in lieu* of notice of termination (whether by lump sum or salary continuance), benefits continuance or other termination or severance payments or benefits which Revol or Gillis, as applicable, may then receive or be entitled to receive, whether pursuant to contract, the common law or otherwise. By way of example, if the Termination Date in respect of Revol occurred 21 months from the Effective Date, Revol would, in addition to the $1,000,000 payment made in the first tranche, receive a final amount in respect of Cash Consideration of $750,000, and no further payments.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF OFGI

4.1 Representations and Warranties of OFGI

To induce Tarman and the Executive Officers to enter into this Agreement and complete the transactions contemplated hereby, OFGI covenants, represents and warrants to and in favour of each of Tarman and the Executive Officers now as provided in this Article 4.

4.2 Execution and Enforceability

OFGI has taken all necessary actions to authorize the execution, delivery and performance of this Agreement, including the transactions contemplated herein in accordance with the provisions of this Agreement. The execution and delivery of this Agreement by OFGI and the consummation of the transactions contemplated hereby do not constitute a breach or a default under any agreement to which OFGI is a party or by which it is bound or the terms of the constating documents of OFGI. This Agreement has been duly executed and delivered by OFGI and this Agreement constitutes, and all other documents executed and delivered on behalf of OFGI hereunder shall, when executed and delivered, constitute, legal, valid and binding obligations of OFGI enforceable in accordance with their respective terms and conditions, subject to the qualification that such enforceability may be subject to:

(a) the enforcement of bankruptcy, insolvency, fraudulent preference, reorganization or other laws affecting creditors' rights generally, and

(b) general principles of equity (regardless of whether such enforceability is considered in a proceeding at equity or law).

4.3 Bankruptcy and Insolvency Matters

No action or proceeding has been commenced or filed by or against OFGI or which seeks or may lead to receivership, bankruptcy, a consumer proposal or any other similar proceeding in respect of OFGI, the adjustment, compromise or composition of claims against OFGI or the appointment of a trustee, receiver, liquidator, custodian or other similar officer for OFGI or any portion of its assets. No such action or proceeding has been authorized or is being considered by or on behalf of OFGI and no creditor of OFGI has threatened to commence or advised that it may commence, any such action or proceeding.

4.4 Due Incorporation and Execution

(a) OFGI is duly formed and organized under the laws of British Columbia and is in good standing with respect to the filing of all annual returns, notices and similar documents as required in British Columbia and such other jurisdictions where such registration is necessary for its business.

(b) Other than the Third Party Approvals, the execution and delivery of this Agreement by OFGI and the completion of the transactions contemplated hereby are not and will not be in violation or breach of, or be in conflict with or require any consent, authorization or approval:

(i) under any permit or authorization of any Authorized Authority to which OFGI is a party or by which OFGI is bound;

(ii) of any other Person;

(iii) under any agreement to which OFGI is a party; or

(iv) under Applicable Law.

4.5 Legal Proceedings

OFGI is not subject to any Legal Proceeding which would prevent the carrying out of this Agreement or consummation of the transactions contemplated herein.

4.6 Tarman OFGI Consideration Shares and Management OFGI Subscribed Shares

OFGI has reserved and allotted a sufficient number of Tarman OFGI Consideration Shares and Management OFGI Subscribed Shares as are issuable pursuant to the Arrangement, and, subject to the terms and conditions of the Arrangement, such shares will be validly issued as fully paid and non-assessable pursuant to the Arrangement.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF OTC

5.1 Representations and Warranties of OTC

To induce Tarman and the Executive Officers to enter into this Agreement and complete the transactions contemplated hereby, OTC covenants, represents and warrants to and in favour of Tarman and each of the Executive Officers now as provided in this Article 5.

5.2 Execution and Enforceability

OTC has taken all necessary actions to authorize the execution, delivery and performance of this Agreement, including the transactions contemplated herein in accordance with the provisions of this Agreement. The execution and delivery of this Agreement by OTC and the consummation of the transactions contemplated hereby do not constitute a breach or a default under any agreement to which OTC is a party or by which it is bound or the terms of the constating documents of OTC. This Agreement has been duly executed and delivered by OTC and this Agreement constitutes, and all other documents executed and delivered on behalf of OTC hereunder shall, when executed and delivered, constitute, legal, valid and binding obligations of OTC enforceable in accordance with their respective terms and conditions, subject to the qualification that such enforceability may be subject to:

(a) the enforcement of bankruptcy, insolvency, fraudulent preference, reorganization or other laws affecting creditors' rights generally, and

(b) general principles of equity (regardless of whether such enforceability is considered in a proceeding at equity or law).

5.3 Bankruptcy and Insolvency Matters

No action or proceeding has been commenced or filed by or against OTC or which seeks or may lead to receivership, bankruptcy, a consumer proposal or any other similar proceeding in respect of OTC, the adjustment, compromise or composition of claims against OTC or the appointment of a trustee, receiver, liquidator, custodian or other similar officer for OTC or any portion of its assets. No such action or proceeding has been authorized or is being considered by or on behalf of OTC and no creditor of OTC has threatened to commence or advised that it may commence, any such action or proceeding.

5.4 Due Incorporation and Execution

(a) OTC has been duly incorporated and organized under the laws of Alberta and is in good standing with respect to the filing of all annual returns, notices and similar documents as required in Alberta and such other jurisdictions where such registration is necessary for its business.

(b) Other than the Third Party Approvals, the execution and delivery of this Agreement by OTC and the completion of the transactions contemplated hereby are not and will not be in violation or breach of, or be in conflict with or require any consent, authorization or approval:

  (i) under any permit or authorization of any Authorized Authority to which OTC is a party or by which OTC is bound;

  (ii) of any other Person;

  (iii) under any agreement to which OTC is a party; or

  (iv) under Applicable Law.

5.5 Legal Proceedings

OTC is not subject to any Legal Proceeding which would prevent the carrying out of this Agreement or consummation of the transactions contemplated herein.

5.6 OTC Consideration Shares

OTC has reserved and allotted a sufficient number of OTC Consideration Shares as are issuable pursuant to the Arrangement, and, subject to the terms and conditions of the Arrangement, such OTC Consideration Shares will be validly issued as fully paid and non-assessable pursuant to the Arrangement.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF OBI

6.1 Representations and Warranties of OBI

To induce Tarman and the Executive Officers to enter into this Agreement and complete the transactions contemplated hereby, OBI covenants, represents and warrants to and in favour of Tarman and each of the Executive Officers now as provided in this Article 6.

6.2 Execution and Enforceability

OBI has taken all necessary actions to authorize the execution, delivery and performance of this Agreement, including the transactions contemplated herein in accordance with the provisions of this Agreement. The execution and delivery of this Agreement by OBI and the consummation of the transactions contemplated hereby do not constitute a breach or a default under any agreement to which OBI is a party or by which it is bound or the terms of the constating documents of OBI. This Agreement has been duly executed and delivered by OBI and this Agreement constitutes, and all other documents executed and delivered on behalf of OBI hereunder shall, when executed and delivered, constitute, legal, valid and binding obligations of OBI enforceable in accordance with their respective terms and conditions, subject to the qualification that such enforceability may be subject to:

(a) the enforcement of bankruptcy, insolvency, fraudulent preference, reorganization or other laws affecting creditors' rights generally, and

(b) general principles of equity (regardless of whether such enforceability is considered in a proceeding at equity or law).

6.3 Bankruptcy and Insolvency Matters

No action or proceeding has been commenced or filed by or against OBI or which seeks or may lead to receivership, bankruptcy, a consumer proposal or any other similar proceeding in respect of OBI, the adjustment, compromise or composition of claims against OBI or the appointment of a trustee, receiver, liquidator, custodian or other similar officer for OBI or any portion of its assets. No such action or proceeding has been authorized or is being considered by or on behalf of OBI and no creditor of OBI has threatened to commence or advised that it may commence, any such action or proceeding.

6.4 Due Incorporation and Execution

(a) OBI has been duly incorporated and organized under the laws of Alberta and is in good standing with respect to the filing of all annual returns, notices and similar documents as required in Alberta and such other jurisdictions where such registration is necessary for its business.

(b) Other than the Third Party Approvals, the execution and delivery of this Agreement by OBI and the completion of the transactions contemplated hereby are not and will not be in violation or breach of, or be in conflict with or require any consent, authorization or approval:

    (i) under any permit or authorization of any Authorized Authority to which OBI is a party or by which OBI is bound;

(ii) of any other Person;

(iii) under any agreement to which OBI is a party; or

(iv) under Applicable Law.

6.5 Legal Proceedings

OBI is not subject to any Legal Proceeding which would prevent the carrying out of this Agreement or consummation of the transactions contemplated herein.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF TARMAN AND THE EXECUTIVE OFFICERS

7.1 Representations and Warranties of Tarman and the Executive Officers

To induce the Olympia Parties to enter into this Agreement and complete the transactions contemplated hereby, Tarman and each of the Executive Officers, individually and not jointly, covenants, represents and warrants to and in favour of each of the Olympia Parties now as provided in this Article 7. For the purposes of this Article 7 each Party is referred to as the "**Representing Party**".

7.2 Execution and Enforceability

The Representing Party has taken all necessary actions to authorize the execution, delivery and performance of this Agreement, including the transactions contemplated herein in accordance with the provisions of this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not constitute a breach or a default under any agreement to which the Representing Party is a party or by which it is bound or, in the case of Tarman, under the terms of its constating documents. This Agreement has been duly executed and delivered by the Representing Party and this Agreement constitutes, and all other documents executed and delivered on behalf of the Representing Party hereunder shall, when executed and delivered, constitute, legal, valid and binding obligations of the Representing Party enforceable in accordance with their respective terms and conditions, subject to the qualification that such enforceability may be subject to:

(a) the enforcement of bankruptcy, insolvency, fraudulent preference, reorganization or other laws affecting creditors' rights generally, and

(b) general principles of equity (regardless of whether such enforceability is considered in a proceeding at equity or law).

7.3 Bankruptcy and Insolvency Matters

No action or proceeding has been commenced or filed by or against the Representing Party or which seeks or may lead to receivership, bankruptcy, a consumer proposal or any other similar proceeding in respect of the Representing Party, the adjustment, compromise or composition of claims against such Party or the appointment of a trustee, receiver, liquidator, custodian or other similar officer for the Representing Party or any portion of its assets. No such action or proceeding has been authorized or is being considered by or on behalf of the Representing Party and no creditor has threatened to commence or advised that it may commence, any such action or proceeding.

7.4 Due Incorporation and Execution (Tarman)

In respect of Tarman, only, Tarman represents that it has been duly incorporated and organized under the laws of Alberta and is in good standing with respect to the filing of all annual returns, notices and similar documents as required in Alberta and such other jurisdictions where such registration is necessary for its business.

7.5 Eligible Property (Tarman)

In respect of the Tarman Agreement, Tarman represents that the Tarman Agreement is "eligible property" within the meaning of subsection 85(1.1) of the *Income Tax Act* (Canada).

7.6 Third Party Approvals

(a) Other than the Third Party Approvals, the execution and delivery of this Agreement by the Representing Party and the completion of the transactions contemplated hereby are not and will not be in violation or breach of, or be in conflict with or require any consent, authorization or approval:

  (i) under any permit or authorization of any Authorized Authority to which the Representing Party is a party or by which it is bound;

  (ii) of any other Person;

  (iii) under any agreement to which it is a party; or

  (iv) under Applicable Law.

7.7 Legal Proceedings

The Representing Party is not subject to any Legal Proceeding which would prevent the carrying out of this Agreement or consummation of the transactions contemplated herein.

7.8 Tarman Agreement and Management Agreements

The Representing Party has not assigned any right, entitlement, benefit or obligation arising out of, or in any way related to, the Tarman Agreement or Management Agreement, as applicable, to any Person.

ARTICLE 8
CONDITIONS PRECEDENT

8.1 Mutual Conditions

The respective obligations of the Parties to consummate the transactions contemplated hereby, and in particular the Arrangement, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions, any of which may be waived, in whole or in part, by any Party (with respect to such Party) in its sole discretion at any time and without prejudice to any other rights that such Party may have:

(a) **Interim Order**. The Interim Order shall have been obtained in form and substance satisfactory to each of Tarman, Craig and OFGI, acting reasonably, on terms consistent with the Arrangement and such order shall not have been set aside or materially modified in a manner unacceptable to Tarman, Craig and OFGI, each acting reasonably, on appeal or otherwise.

(b) **Arrangement Resolution**. The Arrangement Resolution shall have been passed by the OFGI Shareholders in accordance with the Interim Order.

(c) **Final Order**. The Final Order shall have been granted in form and substance satisfactory to each of the Parties, acting reasonably, on terms consistent with the Arrangement and such order shall not have been set aside or materially modified in a manner unacceptable to Tarman and OFGI, acting reasonably, on appeal or otherwise.

(d) **No Legal Proceedings**. At the Effective Time, no Legal Proceeding shall be pending or threatened which could reasonably be expected to restrain, set aside or invalidate the transactions contemplated by, or to obtain damages in respect of, this Agreement.

(e) **Third Party Approvals**. The Parties shall have obtained the written consents, waivers, rulings, exemptions, acknowledgements, authorizations and approvals, in form and substance satisfactory to each of the Parties and their legal counsel, acting reasonably, from the requisite Authorized Authorities and other Persons whose consent to the Arrangement and/or the other transactions contemplated hereby is required, including those as set forth in Schedule 8.1(e) (collectively, "**Third Party Approvals**"), and all conditions imposed upon such consents shall have been satisfied.

(f) **Plan of Arrangement**. Approval of the Plan of Arrangement by the Supreme Court of British Columbia.

8.2 Olympia Parties' Conditions

The obligation of the Olympia Parties to consummate the transactions contemplated hereby, including the Arrangement, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions, any of which may be waived, in whole or in part, by the Olympia Parties in their sole discretion at any time and without prejudice to any other rights that the Olympia Parties may have:

(a) **Representations and Warranties**. All representations and warranties of each of the Representing Parties contained in this Agreement shall have been true in all material respects as of the date of this Agreement, and each Representing Party shall deliver a certificate executed as of the Effective Time certifying that all representations and warranties of such Representing Party as contained herein are true and correct in all material respects as of such date and time.

(b) **Covenants**. Tarman and each of the Executive Officers shall have executed, delivered and performed all covenants, agreements and documents on its part to be performed hereunder and each such Party shall deliver a certificate executed as of the Effective Time certifying that such Party has complied with and satisfied all terms, conditions and covenants of this Agreement on its part to be complied with or satisfied at or prior to the Effective Time.

(c) **Escrow Agreements**. Tarman, Craig, Gillis and Revol shall have each duly executed and delivered their respective Escrow Agreement to the Olympia Parties.

(d) **Employment Agreements**.

(i) Rick shall have executed and delivered the 2026 Rick Skauge Employment Agreement;

(ii) Craig shall have executed and delivered the 2026 Craig Skauge Employment Agreement;

(iii) Gillis shall have executed and delivered the 2026 Gillis Employment Agreement; and

(iv) Revol shall have executed and delivered the 2026 Revol Employment Agreement.

(e) **Financing Condition**. The Olympia Parties shall have received third party debt financing, on terms and conditions acceptable to the Olympia Parties, acting reasonably, in respect of the transactions contemplated hereby.

(f) **Closing Documents**. Tarman and each of the Executive Officers shall have executed and delivered to the Olympia Parties all documents as the Olympia Parties or their legal counsel may reasonably request for the purposes of effecting the transactions contemplated hereby in accordance with the terms of this Agreement.

8.3 Conditions in favour of Tarman and the Executive Officers

The obligation of Tarman and each of the Executive Officers to consummate the transactions contemplated hereby, including the Arrangement, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions, any of which may be waived, in whole or in part, by Tarman and each of the Executive Officers in their sole discretion at any time and without prejudice to any other rights that Tarman or the Executive Officers may have:

(a) **Olympia Parties' Representations and Warranties**. All representations and warranties of the Olympia Parties contained in this Agreement shall have been true in all material respects as of the date of this Agreement, and the Olympia Parties shall deliver a certificate executed as of the Effective Time certifying that all representations and warranties of the Olympia Parties as contained herein are true and correct in all material respects as of such date and time.

(b) **Olympia Parties' Covenants**. The Olympia Parties shall have executed, delivered and performed all covenants, agreements and documents on their part to be performed hereunder, and the Olympia Parties shall deliver a certificate executed as of the Effective Time certifying that the Olympia Parties have complied with and satisfied all terms, conditions and covenants of this Agreement on their part to be complied with or satisfied at or prior to the Effective Time.

(c) **Consideration**. OFGI shall have delivered, or arranged for the delivery of, the Cash Consideration, Tarman OFGI Consideration Shares and Management OFGI Subscribed Shares, registered in the name of the applicable Party as more particularly set forth in Schedule "A" of the Plan of Arrangement, subject to the terms of each of the Escrow Agreements.

(d) **Escrow Agreements**. The Olympia Parties shall have delivered each of the Escrow Agreements, duly executed by the Olympia Parties and the Escrow Agent to Tarman, Craig, Gillis and Revol, respectively.

(e) **Employment Agreements**. OFGI and OTC, as applicable shall have delivered each of the 2026 Executive Agreements, duly executed by OFGI and OTC, as applicable.

(f) **Closing Documents**. The Olympia Parties shall have executed and delivered to the other Parties all documents as Tarman, the Executive Officers or their respective legal counsel may reasonably request for purposes of effecting the transactions contemplated hereby in accordance with the terms of this Agreement.

8.4 Closing

The closing of the transactions contemplated hereby shall occur electronically at the Effective Time on the Effective Date.

ARTICLE 9
CONFIDENTIALITY

9.1 Confidentiality and Use Restrictions

The Receiving Party agrees that all Confidential Information of the Disclosing Party will be kept in strict confidence and will not be used, dealt with or exploited for any purpose other than in connection with the Receiving Party's implementation of the transactions contemplated hereby, and no Confidential Information of the Disclosing Party will be disclosed by the Receiving Party to any Person other than those Representatives of the Receiving Party who are actively involved in the Receiving Party's implementation of the transactions contemplated thereby and who have a need to know such information for any such purpose.

9.2 Compliance by Representatives

The Receiving Party will, before any Confidential Information of the Disclosing Party is disclosed to any Representative of the Receiving Party, take reasonable steps to apprise each such Representative of the disclosure restrictions and restrictions on use of such Confidential Information applicable to the Receiving Party under this Agreement. The Receiving Party will be liable for any disclosure or use of any Confidential Information of the Disclosing Party by any Representative of the Receiving Party, to the extent such disclosure or use is inconsistent with the confidentiality obligations or the restrictions on use of Confidential Information of the Disclosing Party applicable to the Receiving Party under this Agreement.

9.3 Exceptions to Confidentiality Restrictions

For purposes of this Agreement, "**Confidential Information**" of the Disclosing Party will not include information of the Disclosing Party that:

(a) is at the time of disclosure, or thereafter becomes, readily available to members of the public, other than as a result of a failure on the part of the Receiving Party or any Representative of the Receiving Party to observe the confidentiality restrictions set out in this Agreement;

(b) was, as evidenced by the records of the Receiving Party, in the lawful possession of the Receiving Party on a non-confidential basis prior to its disclosure for purposes of the Receiving Party's consideration of the transactions contemplated hereby;

(c) is hereafter lawfully acquired by the Receiving Party from a third party (excluding, for greater certainty, affiliates of the Disclosing Party), which, to the knowledge of the Receiving Party, is not subject to an obligation of confidentiality to the Disclosing Party in relation to such information;

(d) is hereafter designated by the Disclosing Party as non-confidential in a written instrument to such effect delivered to the Receiving Party; or

(e) is, as evidenced by the records of the Receiving Party (or any affiliate), developed by the Receiving Party, any of its affiliates or any Representative of the Receiving Party independently of the Confidential Information.

9.4 Legal Compulsion to Disclose

If the Receiving Party or any of its Representatives becomes legally required (including pursuant to an order of a court of competent jurisdiction or an order or other directive of a regulatory authority having jurisdiction in the circumstances) to disclose any Confidential Information of the Disclosing Party, the Receiving Party will, to the extent permitted by law or applicable stock exchange rules, provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. If such protective order or remedy is not obtained, the Receiving Party will (and, in any case where the applicable request, order or other requirement is directed or applicable to a Representative of the Receiving Party, will cause such Representative to) furnish only that portion of such Confidential Information of the Disclosing Party that is legally required to be disclosed and will use reasonable commercial efforts to obtain an assurance that such Confidential Information of the Disclosing Party that is disclosed will be accorded confidential treatment. In addition, the Receiving Party will provide all cooperation that the Disclosing Party may reasonably request in connection with any effort on the part of the Disclosing Party to obtain any such protective order or other remedy.

ARTICLE 10
TERMINATION

10.1 Termination

This Agreement may be terminated at any time prior to the Effective Date:

(a) by the mutual written agreement of the Parties;

(b) by either Tarman, an Executive Officer or an Olympia Party if the Arrangement Resolution shall have failed to receive the requisite vote of the OFGI Shareholders for approval at the OFGI Meeting (including any adjournment or postponement thereof) in accordance with the Interim Order;

(c) by Tarman or an Executive Officer if the conditions set forth in Sections 8.1 and 8.3 (other than those conditions that by their nature are to be satisfied at closing of the Arrangement, but subject to satisfaction or waiver of those conditions) have not been satisfied or waived by the Outside Date or such condition is incapable of being satisfied by the Outside Date; provided that, the terminating party is not then in breach of this Agreement so as to cause any of the conditions set forth in Sections 8.1 and 8.3 not to be satisfied;

(d) by an Olympia Party if the conditions set forth in Sections 8.1 and 8.2 (other than those conditions that by their nature are to be satisfied at closing of the Arrangement, but subject to satisfaction or waiver of those conditions) have not been satisfied or waived by the Outside Date or such condition is incapable of being satisfied by the Outside Date; provided that, such Olympia Party is not then in breach of this Agreement so as to cause any of the conditions set forth in Sections 8.1 and 8.2 not to be satisfied; or

(e) by a Party, upon written notice to the other Parties, if the other Party fails to observe or perform any material covenant or obligation contained in this Agreement and such failure continues unremedied for a period of 15 days after notice thereof from the first Party (provided that, no such no cure period shall be provided for any such failure which by its nature cannot be remedied).

10.2 Effect of Termination

If this Agreement is terminated in accordance with the provisions of Section 10.1, this Agreement shall forthwith become void and no Party shall have any liability or further obligation to any other Party hereunder except as provided in Article 9 and Sections 12.1, 12.2, 12.3 and 12.13, all of which survive such termination. Unless otherwise provided herein, the exercise by any Party of any right of termination hereunder shall be without prejudice to any other remedy available to such Party and for greater certainty nothing in this Section 10.2 shall relieve any Party from liability for any breach by it of this Agreement that occurred prior to the date of termination.

ARTICLE 11
NOTICES

11.1 Delivery of Notices

Notwithstanding anything to the contrary contained herein, all notices or other deliveries required or permitted hereunder shall be in writing. Any notice or other delivery to be given hereunder shall be deemed to be properly provided if delivered in any of the following modes:

(a) personally, by delivering the notice to the Party on which it is to be served at that Party's address for notices as set forth in Section 11.2. Personally delivered notices shall be deemed to be received by the addressee when actually delivered as aforesaid; provided that, such delivery shall be during normal business hours on any Business Day. If a notice is not delivered on a Business Day or is delivered after the addressee's normal business hours, such notice shall be deemed to have been received by such Party at the commencement of the addressee's first Business Day next following the time of the delivery; or

(b) by e-mail (or by any other like method by which a written message may be sent) directed to the Party on which it is to be delivered at that Party's e-mail address as set forth in Section 11.2. A notice so served shall be deemed to be received by the addressee when transmitted by the Party delivering the notice, if transmitted during the addressee's normal business hours on any Business Day, or at the commencement of the next ensuing Business Day following transmission if such notice is not transmitted on a Business Day or is transmitted after the Party's normal business hours.

11.2 Notices

The address and email address for delivery of notices, documents, cheques or other instruments hereunder of each of the Parties shall be as follows:

(a) if to OFGI at:

Olympia Financial Group Inc.
4000, 520 - 3rd Avenue SW
Calgary, Alberta T2P 0R3
Attention: Jonathan Bahnuik
E-mail: [*email address redacted*]

with a copy to (which shall not constitute notice):

Blake, Cassels & Graydon LLP
Barristers and Solicitors
#3500, 855 - 2nd Street S.W.
Calgary, Alberta T2P 4J8
Attention: Scott W.N. Clarke
Email: scott.clarke@blakes.com

(b) if to OTC at:

Olympia Trust Company
4000, 520 - 3rd Avenue SW
Calgary, Alberta T2P 0R3
Attention: Jonathan Bahnuik
E-mail: [*email address redacted*]

with a copy to (which shall not constitute notice):

Blake, Cassels & Graydon LLP
Barristers and Solicitors
#3500, 855 - 2nd Street S.W.
Calgary, Alberta T2P 4J8
Attention: Scott W.N. Clarke
Email: scott.clarke@blakes.com

(c) if to Tarman and/or Rick at:

Tarman ATM Inc.
4000, 520 - 3rd Avenue SW
Calgary, Alberta T2P 0R3
Attention: Richard Skauge
E-mail: [*email address redacted*]

with a copy to (which shall not constitute notice):

Burnett Duckworth & Palmer LLP
2400, 525 – 8 Avenue SW
Calgary, Alberta T2P 1G1
Attention: Jay Reid
E-mail: JPR@bdplaw.com

(d) if to Craig at:

[*address redacted*]
Attention: Craig Skauge
E-mail: [*email address redacted*]

with a copy to (which shall not constitute notice):

Burnett Duckworth & Palmer LLP
2400, 525 – 8 Avenue SW
Calgary, Alberta T2P 1G1
Attention: Jay Reid
E-mail: JPR@bdplaw.com

(e) if to Gillis at:

[*address redacted*]
Attention: Andrea Gillis
E-mail: [*email address redacted*]

(f) if to Revol at:

[*address redacted*]
Attention: Kelly Revol
E-mail: [*email address redacted*]

A Party may change its address and/or email address for delivery by notice to the other Parties in the manner set forth herein, and such changed address for notices thereafter shall be effective for all purposes of this Agreement.

ARTICLE 12
GENERAL

12.1 Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws in effect in the Province of British Columbia and the federal laws of Canada applicable therein. Each Party accedes and submits to the jurisdiction of the courts of the Province of British Columbia and all courts of appeal therefrom.

12.2 Non-Survival of Representations and Warranties

No investigation by or on behalf of, or knowledge of, a Party, will mitigate, diminish or affect the representations or warranties made by the other Party in this Agreement or any certificate delivered by such other Party pursuant to this Agreement. The respective representations and warranties of the Parties contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms. This Section 12.2 shall not limit any undertaking, obligations, covenant or agreement of whatever nature of a Party or any of its subsidiaries which, by its terms, contemplates performance after the Effective Time or date on which this Agreement is terminated, as the case may be.

12.3 Public Communications

Each of the Parties agree to consult with each other prior to issuing any press releases or otherwise making public statements with respect to this Agreement or the Arrangement or making any filing with any Authorized Authority with respect thereto. Without limiting the generality of the foregoing, no Party shall issue any press release regarding the Arrangement, this Agreement or any transaction relating to this Agreement without first providing a draft of such press release to the other Party and reasonable opportunity for comment; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any such disclosure required in accordance with Applicable Law. If such disclosure is required and the other Party has not reviewed or commented on the disclosure, the Party making such disclosure shall use all reasonable commercial efforts to give prior oral or written notice to the other Party, and if such prior notice is not possible, to give such notice promptly following such disclosure.

12.4 Specific Performance

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed by any other Party in accordance with the terms hereof. It is accordingly agreed that each Party shall be entitled to an injunction or injunctions and other equitable relief to prevent breaches or threatened breaches of the provisions of this Agreement or to otherwise obtain specific performance of any such provisions, any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief hereby being waived.

12.5 Counterparts

This Agreement and any document or instrument to be executed and delivered by the Parties hereunder or in connection herewith may be executed and delivered in separate counterparts and delivered by any Party to the other Parties by facsimile or electronic PDF, each of which when so executed and delivered shall be deemed an original and all such counterparts shall together constitute one and the same agreement.

12.6 Successors and Assigns

This Agreement will be binding upon and will enure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties without the prior written consent of the other Party.

12.7 Supercedes Earlier Agreements

This Agreement constitutes the whole and entire agreement among the Parties in connection with the transactions contemplated herein and cancels and supercedes any prior agreements, undertakings, declarations, commitments, representations, written or oral, in respect thereof, and there are no express or implied terms, conditions, agreements, undertakings, declarations, commitments, representations or warranties or other duties (legal, equitable, fiduciary, in tort or under general principles of civil law) whatsoever among the Parties not expressly provided for in this Agreement.

12.8 Waiver

Any Party may, on its own behalf only: (i) extend the time for the performance of any of the obligations or acts of any other Party; (ii) waive compliance with any other Party's agreements or the fulfillment of any conditions to its own obligations contained herein; or (iii) waive inaccuracies in any other Party's representations or warranties contained herein or in any document delivered by such other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

12.9 Time of the Essence

Time shall be of the essence in this Agreement.

12.10 Invalidity of Provisions

If any one or more of the provisions or parts contained in this Agreement should be or become invalid, illegal or unenforceable in any respect, the remaining provisions or parts contained herein shall be and shall be conclusively deemed to be severable therefrom and the validity, legality or enforceability of such remaining provisions or parts shall not in any way be affected or impaired by the severance of the provisions or parts so severed. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

12.11 Amendment

This Agreement may at any time and from time to time before or after the holding of the OFGI Meeting but not later than the Effective Time, be amended by written agreement of the Parties without, subject to Applicable Law, further notice to or authorization on the part of the OFGI Shareholders and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; or

(d) waive compliance with or modify any other conditions precedent contained herein.

12.12 Amendment of Plan of Arrangement

The Parties may agree to amend the Plan of Arrangement as set forth in Article 5 of the Plan of Arrangement.

12.13 Expenses

Except as specifically provided herein, each Party will bear the fees and disbursements of their respective lawyers and personal advisors (including tax advisors and accountants) engaged in connection with the preparation of this Agreement and any and all agreements, instruments, documents or other writings to be executed and delivered pursuant hereto and all other costs and expenses incurred in connection herewith.

12.14 Further Assurances

Each Party will from time to time, on and after the date hereof, at the request and expense of another Party, execute and deliver all such other additional instruments, notices, releases, acquittances and other documents and shall do all such other acts and things as may be reasonably necessary to carry out the terms and conditions of this Agreement in accordance with their true intent.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed as of the date and year first above written.

OLYMPIA FINANCIAL GROUP INC.

Per: (signed) "*Jennifer Urscheler*"
Name: Jennifer Urscheler
Title: CFO

OLYMPIA TRUST COMPANY

Per: (signed) "*Jennifer Urscheler*"
Name: Jennifer Urscheler
Title: CFO

TARMAN ATM INC.

Per: (signed) "*Rick Skauge*"
Name: Richard Skauge
Title: Authorized Signatory

OLYMPIA BENEFITS INC.

Per: (signed) "*Jennifer Urscheler*"
Name: Jennifer Urscheler
Title: CFO

(signed) "*Craig Skauge*"
CRAIG SKAUGE

[*Witness signature redacted*]
WITNESS

(signed) "*Andrea Gillis*"
ANDREA GILLIS

[*Witness signature redacted*]
WITNESS

(signed) "*Kelly Revol*"
KELLY REVOL

[*Witness signature redacted*]
WITNESS

SCHEDULE 1.1(s)
CRAIG ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "**Agreement**") made as of ●, 2026 (the "**Closing Date**").

AMONG:

OLYMPIA FINANCIAL GROUP INC., a corporation existing under the laws of the Province of Alberta ("**OFGI**")

- and -

CRAIG SKAUGE (the "**Securityholder**")

- and -

OLYMPIA TRUST COMPANY, a trust agency governed by the laws of the Province of Alberta (the "**Escrow Agent**")

WHEREAS OFGI and the Securityholder are parties, together with Olympia Trust Company, Olympia Benefits Inc., Richard Skauge, Tarman ATM Inc., Andrea Gillis and Kelly Revol, to a re-organization agreement dated as of the ● day of ●, 2026 (the "**Re-organization Agreement**");

AND WHEREAS, pursuant to the Re-organization Agreement, the Securityholder has been issued the Escrow Shares;

AND WHEREAS each of OFGI and the Securityholder wishes to appoint the Escrow Agent to act as escrow agent to hold the Escrow Shares;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the foregoing recitals, the covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Definitions

Whenever used in this Agreement, including the recitals and any Schedules, the following words and phrases shall have the following meanings unless the context otherwise requires:

(a) "**affiliate**" means, in relation to any Person, any other Person that controls, is controlled by or is under common control with the first mentioned Person, and for the purposes of this definition and references in this Agreement to "affiliate", "control" means the possession, directly or indirectly, by such Person of the power to direct or cause the direction of the management and policies of the first mentioned Person, whether through the ownership of voting securities or otherwise.

(b) "**Applicable Law**" means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives, published guidelines, standards, codes of practice (regardless of whether such guidelines, standards and codes of practice have been promulgated by statute or regulation), treaties, ordinances, municipal by-laws and orders of and the terms of all judgments, orders, decrees, directives, awards and writs issued by any Authorized Authority by which such Person is bound or which has application to the transaction or event in question.

(c) "**Authorized Authority**" means, in relation to any Person, transaction or event, any: (i) national, federal, provincial, state, county, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign; (ii) agency, authority, ministry, department, board, bureau, commission, instrumentality, regulatory body, professional association, licensing authority, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, administrative or similar powers or functions of or pertaining to government, including the Canada Revenue Agency and similar provincial taxation authorities; (iii) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; and (iv) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange (including the TSX), in each case having jurisdiction over such Person, transaction or event.

(d) "**Business Combination**" means, with respect to OFGI:

(i) a formal take-over bid for all of the outstanding Equity Securities of OFGI which, if successful, would result in a change of control of OFGI;

(ii) a formal issuer bid for all of the outstanding Equity Securities of OFGI;

(iii) a statutory arrangement;

(iv) an amalgamation;

(v) a merger; or

(vi) a reorganization that has an effect similar to an amalgamation or merger.

(e) "**Business Day**" means a day on which banks are generally open for the transaction of commercial business in Calgary, Alberta, but does not include a Saturday or a Sunday or a statutory holiday under Applicable Law.

(f) "**Equity Securities**" means, with respect to any Person, any and all shares, units, interests, participations, rights in, or other equivalents (however designated and whether voting or non-voting) of, such Person's capital, whether outstanding on the date hereof or issued after the date hereof, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, and any and all rights, warrants, debt securities, options or other rights exchangeable for or convertible into any of the foregoing.

(g) "**Escrow Shares**" means the common shares in the capital of OFGI initially held in escrow as set out in Schedule "A" attached hereto, as such shares may be replaced from time to time pursuant to the terms of this Agreement.

(h) "**Parties**" means OFGI, the Securityholder and the Escrow Agent, and "**Party**" means one of them.

(i) "**Person**" includes an individual, a partnership, a corporation, a trust, a joint venture, an unincorporated organization, a union, an indigenous group, an Authorized Authority or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.

(j) "**Totally Disabled**" means the mental or physical state of the Securityholder such that: (i) the Securityholder, is, due to illness, disease, mental or physical disability or similar cause, incapable of performing the duties customarily assigned to the Securityholder for any consecutive 90 day period or for any period of 180 days (whether or not consecutive) in any consecutive 24-month period. For the purpose of determining whether this state of affairs has been reached, a medical report from a doctor chosen by Olympia Trust Company shall be deemed to be a conclusive determination of same; (ii) a court of competent jurisdiction or other competent authority has declared the Securityholder to be incapable of managing their property or incapable of personal care; or (iii) a representative under a representation agreement, an attorney under an enduring or continuing power of attorney for personal care, or any other individual given the power to do so under a similar instrument, begins to manage the affairs of the Securityholder.

(k) "**TSX**" means the Toronto Stock Exchange.

2. Appointment of Escrow Agent

Each of OFGI and the Securityholder hereby appoints the Escrow Agent to act as agent on its behalf pursuant to this Agreement, and the Escrow Agent hereby accepts such appointment on the terms and conditions of this Agreement.

3. Remuneration of Escrow Agent

The Escrow Agent shall waive its fees for services provided in connection with this Agreement.

4. Delivery of the Escrow Shares

OFGI is, concurrently with the execution of this Agreement, depositing the Escrow Shares with the Escrow Agent and the Escrow Agent hereby acknowledges receipt of the Escrow Shares. The Escrow Shares shall be held by the Escrow Agent in accordance with the terms and conditions of this Agreement.

5. Voting Rights on the Escrow Shares

Any and all voting rights attached to the Escrow Shares shall at all times be exercised by the Securityholder by giving written instructions to the Escrow Agent, and all rights attached thereto including the right to receive payment of any dividends shall be for the benefit of the Securityholder.

6. Dividends on Escrow Shares

If, during the period in which any of the Escrow Shares are retained in escrow pursuant to this Agreement, any dividend or distribution is received by the Escrow Agent in respect of the Escrow Shares, any such dividend or distribution shall, within five Business Days of receipt, be paid or transferred to the Securityholder by the Escrow Agent.

7. Reorganizations, etc.

If, during the period in which any of the Escrow Shares are retained in escrow pursuant to this Agreement, a reorganization affecting the share capital occurs, then and in each such event, the Escrow Shares shall be released and replaced by the shares of stock and other securities and property upon the terms and conditions provided in the relevant reorganization documents.

8. Release of Escrow Shares

Unless otherwise permitted pursuant to the terms of this Agreement, the Escrow Shares will be released from escrow as follows:

Release Dates	Percentage of Total Escrow Shares to be Released	Total Number of Escrow Shares to be Released
First anniversary of the Closing Date	33 1/3%	4,833
Second anniversary of the Closing Date	33 1/3%	4,833
Third anniversary of the Closing Date	33 1/3%	4,833

In the event that the Securityholder: (i) resigns his employment with Olympia Trust Company; (ii) is terminated for cause from his employment with Olympia Trust Company; (iii) becomes Totally Disabled; or (iv) dies, then he shall forfeit all remaining Escrowed Shares to be released to him pro-rated up to the first to occur of the date: (A) that his employment ended; (B) he became Totally Disabled; and (C) he died (the "**Termination Date**") and such forfeited Escrowed Shares shall be repurchased by OFGI for aggregate consideration of $1.00. For clarity, Termination Date means the date on which the Security Holder ceases to be an employee of Olympia Trust Company in accordance with (i), (ii), (iii) or (iv), above, without regard to any pay in lieu of notice of termination (whether by lump sum or salary continuance), benefits continuance or other termination or severance payments or benefits which the Securityholder may then receive or be entitled to receive, whether pursuant to contract, the common law or otherwise. By way of example, if the Termination Date in respect of the occurred 9 months from the Closing Date, the Securityholder would receive 1,886 of the Escrowed Shares and the remaining Escrowed Shares would be repurchased by OFGI for $1.00.

9. Delivery of Escrow Shares upon Release

The Escrow Agent will send to the Securityholder a direct registration system (DRS) statement, or, if requested in writing by the Securityholder to the Escrow Agent prior to a release date, a share certificate representing the Escrow Shares which have been released from escrow as soon as reasonably practicable after their release.

10. Restriction on Transfer

Unless it is expressly permitted in this Agreement or with the consent of OFGI, the Securityholder may not sell, transfer, assign, mortgage, enter into a derivative transaction concerning, or otherwise deal in any way with the Escrow Shares or any related share certificates representing the Escrow Shares.

11. Pledge, Mortgage or Charge as Collateral for a Loan

The Securityholder may pledge, mortgage or charge the Escrow Shares to a financial institution as collateral for a loan; provided that, no Escrow Shares or any share certificates representing Escrow Shares will be transferred or delivered by the Escrow Agent to the financial institution for this purpose. Any such loan agreement must provide that the Escrow Shares will remain in escrow if the lender realizes on the Escrow Shares to satisfy such loan.

12. Transfer upon Bankruptcy

(a) The Securityholder may transfer the Escrow Shares within escrow to a trustee in bankruptcy or another Person entitled to the Escrow Shares on bankruptcy.

(b) Prior to any transfer contemplated by Section 12(a), the Escrow Agent must receive:

(i) a certified copy of either:

(A) the assignment in bankruptcy filed with the Superintendent of Bankruptcy, or

(B) the receiving order adjudging the Securityholder bankrupt;

(ii) a certified copy of a certificate of appointment of the trustee in bankruptcy;

(iii) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the OFGI's transfer agent; and

(iv) an acknowledgment substantially in the form attached hereto as Schedule "B" signed by:

(A) the trustee in bankruptcy, or

(B) on direction from the trustee, with evidence of that direction attached to the acknowledgment form, another Person legally entitled to the Escrow Shares.

13. Transfer Upon Realization of Pledged, Mortgaged or Charged Escrow Securities

(a) The Securityholder may transfer within escrow to a financial institution the Escrow Shares the Securityholder has pledged, mortgaged or charged under Section 11 to that financial institution as collateral for a loan on realization of the loan.

(b) Prior to any transfer contemplated by Section 13(a), the Escrow Agent must receive:

(A) a statutory declaration of an officer of the financial institution that the financial institution is legally entitled to the Escrow Shares;

(B) a transfer power of attorney, executed by the transferor in accordance with the requirements of OFGI's transfer agent; and

(C) an acknowledgement substantially in the form attached hereto as Schedule "B" signed by the financial institution.

14. Transfer to Certain Plans and Funds

(a) The Securityholder may transfer the Escrow Shares within escrow to or between a registered retirement savings plan ("**RRSP**"), registered retirement income fund ("**RRIF**"), tax free savings account ("**TFSA**") or other similar registered plan or fund with a trustee, where the annuitant of the RRSP, RRIF or TFSA, or the beneficiaries of the other registered plan or fund are limited to the Securityholder, his/her spouse, children and parents.

(b) Prior to any transfer contemplated by Section 14(a), the Escrow Agent must receive:

(A) evidence from the trustee of the transferee plan or fund, or the trustee's agent, stating that, to the best of the trustee's knowledge, the annuitant of the RRSP, RRIF or TFSA, or the beneficiaries of the other registered plan or fund do not include any Person other than the Securityholder and his/her spouse, children and parents;

(B) a transfer power of attorney, executed by the transferor in accordance with the requirements of the OFGI's transfer agent; and

(C) an acknowledgement substantially in the form attached hereto as Schedule "B" signed by the trustee of the plan or fund.

15. Effect of Transfer Within Escrow

After the transfer of Escrow Shares within escrow, the Escrow Shares will remain in escrow and released from escrow under this Agreement as if no transfer has occurred on the same terms that applied before the transfer. The Escrow Agent will not deliver any share certificates representing the Escrow Shares to transferees contemplated by Sections 12, 13 or 14.

16. Business Combinations

The Securityholder may tender the Escrow Shares to a Person in a Business Combination. At least five Business Days prior to the date the Escrow Shares must be tendered under the Business Combination, the Securityholder must deliver to the Escrow Agent:

(a) a written direction signed by the Securityholder that directs the Escrow Agent to deliver to the depositary under the Business Combination any share certificates representing the Escrow Shares and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the depositary, and any other documentation specified or provided by the Securityholder and required to be delivered to the depositary under the Business Combination; and

(b) any other information concerning the Business Combination as the Escrow Agent may reasonably request.

17. Delivery to Depositary

As soon as reasonably practicable, and in any event no later than three Business Days after the Escrow Agent receives the documents and information required under Section 16, the Escrow Agent will deliver to the depositary, in accordance with the direction, any share certificates representing the Escrow Shares, and a letter addressed to the depositary that:

(a) identifies the Escrow Shares that are being tendered;

(b) states that the Escrow Shares are held in escrow;

(c) states that the Escrow Shares are delivered only for the purposes of the Business Combination and that they will be released from escrow only after the Escrow Agent receives the information described in Section 18;

(d) if any share certificates representing the Escrow Shares have been delivered to the depositary, requires the depositary to return to the Escrow Agent, as soon as practicable, any share certificates representing any Escrow Shares that are not released from escrow into the Business Combination; and

(e) where applicable, requires the depositary to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, any share certificates or other evidence of additional Escrow Shares that the Securityholder acquires under the business combination.

18. Release of Escrow Securities to Depositary

The Escrow Agent will release from escrow the tendered Escrow Shares when the Escrow Agent receives a declaration signed by the depositary or, if the direction identifies the depositary as acting on behalf of another Person in respect of the Business Combination, by that other Person, that:

(a) the terms and conditions of the Business Combination have been met or waived; and

(b) the Escrow Shares have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the Business Combination.

19. Escrow of New Securities

If the Securityholder receives securities (the "**New Securities**") of another issuer in exchange for its Escrow Shares, the New Securities will be subject to escrow in substitution for the tendered Escrow Shares.

20. Termination of Escrow

This Agreement shall terminate immediately after the earlier of:

(a) the time that the last of the Escrow Shares have been released from escrow in accordance with the terms of this Agreement; and

(b) the deposit of the Escrow Shares with the Court pursuant to Section 21(a).

21. Concerning the Escrow Agent

(a) **Dispute**. Notwithstanding anything to the contrary contained herein, the Escrow Agent shall have the right at any time, without notice and in its sole and absolute discretion, to deposit the certificates representing the Escrow Shares, or any portion thereof, with the Alberta Court of King's Bench in accordance with the Rules of Court respecting interpleader or in such other manner or on such other grounds as such Court may direct and shall be entitled to recover from OFGI, in such manner as may be directed by the Court, the Escrow Agent's reasonable fees and related costs and expenses incurred in connection with such action. The Escrow Agent shall give written notice of any such deposit to OFGI and the Securityholder immediately after such deposit is made.

(b) **No Obligation**. Neither the Escrow Agent, nor its directors, officers, employees, agents or associates shall be liable for any claim, proceeding, loss, damage, liability or expense of any kind or nature caused directly or indirectly by any action taken or omitted by any of them under or in connection with this Agreement or as a result of relying on any communication or document believed by any of them to be genuine and correct and to have been communicated or signed by the Person by whom it purports to be communicated or signed, unless in any case caused by gross negligence or willful misconduct of the Escrow Agent or its directors, officers, employees, agents or associates. The Escrow Agent shall have no obligation to make any determination as to the validity of any claim made by any Party for entitlement to any portion of the Escrow Shares and the Escrow Agent shall be entitled to continue to hold all or any portion of the Escrow Shares in accordance with this Agreement, until the Escrow Agent is directed by final judgment of a Court as to the disposition of the Escrow Shares or until the Escrow Shares are interplead in accordance with Section 21(a).

(c) **No Agency or Trust**. The Parties acknowledge that the Escrow Agent is holding the Escrow Shares at their request and for their convenience only and shall not be deemed to be the agent or trustee of either OFGI or the Securityholder in respect of the escrow herein referred to and the Escrow Agent shall owe no duties hereunder as trustee. The Escrow Agent shall not be liable to either OFGI or the Securityholder for any error in judgment or for any act or omission on its part in respect of the escrow, except in the case of gross negligence or willful misconduct by the Escrow Agent or its directors, officers, employees, agents or associates.

(d) **Indemnity in Favour of Escrow Agent**. OFGI and the Securityholder hereby agree to jointly and severally indemnify and save harmless the Escrow Agent, its shareholders, partners, directors, officers, employees, agents, representatives, associates and their respective affiliates, of and from, and shall pay for, all actions, proceedings, losses, liabilities, costs, claims, damages, expenses (including legal fees and expenses) and demands that may be made or brought against it or any of them or which it or any of them may suffer or incur as a result of, in respect of, or arising out of or in connection with this Agreement, the performance or non-performance by the Escrow Agent under this Agreement or any transactions contemplated by this Agreement, except such as shall result solely and directly from its own bad faith or fraud.

(e) **Limitation of Liability**. Notwithstanding any other provision of this Agreement, the Escrow Agent's liability shall be limited, in the aggregate, to the amount of fees paid to the Escrow Agent under this Agreement in the 12 months immediately prior to the Escrow Agent receiving the first notice of claim.

(f) **Resignation of Escrow Agent**. The Escrow Agent may resign and be discharged from its duties and obligations hereunder by giving 30 days' advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect. Any escrow agent which replaces the Escrow Agent after the resignation of the Escrow Agent, shall upon the execution and delivery by the Escrow Agent to such replacement escrow agent of an assignment by the Escrow Agent of its rights and interests in the Escrow Shares and, if required, this Agreement, succeed to all the Escrow Agent's rights and obligations hereunder without the execution or filing of any other document or any further act. The Escrow Agent's sole responsibility after such 30 day notice period expires shall be to hold the Escrow Shares and to deliver the same to a designated substitute escrow agent, if any, or in accordance with the directions of an order or judgment of a court of competent jurisdiction, at which time of delivery, the Escrow Agent's liabilities and obligations hereunder shall cease and terminate. If the parties have failed to appoint a successor escrow agent prior to the expiration of 30 days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the Parties.

(g) **Limitation on Duties**. It is understood and agreed that the Escrow Agent's only duties and obligations in respect of the Escrow Shares are expressly set out in this Agreement and that the Escrow Agent shall not be bound in any way by any other contract or agreement between the Parties, whether or not the Escrow Agent has knowledge thereof.

(h) **Reliance on Counsel**. The Escrow Agent shall have the right to consult with separate counsel of its own choosing (if it deems such consultation advisable) and shall not be liable for any action taken, suffered or omitted to be taken by it if the Escrow Agent acts in accordance with the advice of such counsel. The Escrow Agent shall be protected if it acts upon any written or oral communication, notice, certificate or other instrument or document believed by the Escrow Agent to be genuine and to be properly given or executed without the necessity of verifying the truth or accuracy of the same or the authority of the person giving or executing the same.

(i) **No Legal Action**. The Escrow Agent shall not be obligated to take any legal action hereunder which might, in the Escrow Agent's judgment and sole discretion, involve any expense or liability unless the Escrow Agent shall have been furnished with a reasonable retainer or indemnity from OFGI or the Securityholder, as applicable.

(j) **Discharge from Duties**. Upon disposing of the Escrow Shares in accordance with the provisions of this Agreement, the Escrow Agent shall be relieved and discharged from all obligations, liabilities and claims relating to the Escrow Shares, and the Escrow Agent shall not be subject to any claims made by or on behalf of any Party.

22. Governing Law

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each Party irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of Alberta with respect to any matter arising under this Agreement or related to this Agreement.

23. Notices

The address and email address for delivery of notices, documents, cheques or other instruments hereunder of each of the Parties shall be as follows:

(a) if to OFGI at:

Olympia Financial Group Inc.

4000, 520 – 3 Avenue S.W.
Calgary, AB T2P 0R3
Attention: Jonathan Bahnuik
E-mail: [*email address redacted*]

with a copy to (which shall not constitute notice):

Blake, Cassels & Graydon LLP
Barristers and Solicitors
#3500, 855 - 2nd Street S.W.
Calgary, Alberta T2P 4J8
Attention: Scott W.N. Clarke
Email: scott.clarke@blakes.com

(b) if to the Securityholder at:

Craig Skauge
[Address]
E-mail: ●

with a copy to (which shall not constitute notice):

[Counsel]
[Address]
Attention: ●
E-mail: ●

(c) if to the Escrow Agent at:

Olympia Trust Company
Corporate & Shareholder Services
4000, 520 – 3 Avenue S.W.
Calgary, AB T2P 0R3
Attention: Manager, Client Services
E-mail: ClientServices@olympiatrust.com

Any such communication shall be deemed to have been validly and effectively given and received on the date of personal delivery or transmission by email if such date is a Business Day and such delivery was made before 4:00 p.m. (Calgary time) and otherwise on the next Business Day. Any Party to this Agreement may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

24. Miscellaneous

(a) The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(b) Unless the context shall otherwise require, the singular shall include the plural and *vice versa*, and each pronoun in any gender shall include all other genders.

(c) This Agreement may be executed in any number of counterparts and any Party may execute any such counterpart by portable document format ("PDF") or other electronic means, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

(d) This Agreement or any provision hereof may be amended or waived only by written instrument duly signed by the Party against whom such amendment or waiver is sought to be enforced.

(e) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver.

(f) No failure on the part of the Corporation to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

(g) If one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect under Applicable Law, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and the remaining provisions hereof shall remain in full force and effect.

(h) This Agreement is for the sole and exclusive benefit of the Parties, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

(i) No Party may assign its rights hereunder without the prior written consent of the other Parties.

(j) This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

(k) All references herein to money amounts are to lawful money of Canada.

(l) The Schedules attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it. This Agreement shall override the Schedules attached hereto to the extent of any inconsistency.

(m) Any reference to time of day or date means the local time or date in Calgary, Alberta.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

OLYMPIA FINANCIAL GROUP INC.	**OLYMPIA TRUST COMPANY**
Per: ____________________________ Name: Title:	Per: ____________________________ Name: Dean Naugler Title: EVP, Corporate & Shareholder Services
CRAIG SKAUGE Per: ____________________________	Per: ____________________________ Name: Sonny Schmidt Title: Relationship Manager

SCHEDULE "A"
LIST OF ESCROW SHARES

Name of Registered Holder	Address of Registered Holder	Number of Escrow Shares
Craig Skauge	●	14,499

SCHEDULE "B"
FORM OF ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

TO: Olympia Trust Company and Olympia Financial Group Inc.

RE: Escrow Agreement dated ●, 2026 among Olympia Trust Company, Olympia Financial Group Inc. and Craig Skauge (the "**Escrow Agreement**")

The undersigned acknowledges that the securities listed in the attached Exhibit "A" (the "Escrow Shares") have been or will be transferred to the undersigned and that the Escrow Shares are subject to the Escrow Agreement.

For other good and valuable consideration, the undersigned agrees to be bound by the Escrow Agreement in respect of the Escrow Shares, as if it were an original signatory to the Escrow Agreement.

Dated at ____________________ on ______________.

[UNDERSIGNED]

By: ___________________________
Name:
Title:

SCHEDULE 1.1(cc)
GILLIS ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "**Agreement**") made as of ●, 2026 (the "**Closing Date**").

AMONG:

OLYMPIA FINANCIAL GROUP INC., a corporation existing under the laws of the Province of Alberta ("**OFGI**")

- and -

ANDREA GILLIS (the "**Securityholder**")

- and -

OLYMPIA TRUST COMPANY, a trust agency governed by the laws of the Province of Alberta (the "**Escrow Agent**")

WHEREAS OFGI and the Securityholder are parties, together with Olympia Trust Company, Olympia Benefits Inc., Richard Skauge, Tarman ATM Inc., Craig Skauge, and Kelly Revol, to a re-organization agreement dated as of the ● day of ●, 2026 (the "**Re-organization Agreement**");

AND WHEREAS, pursuant to the Re-organization Agreement, the Securityholder has been issued the Escrow Shares;

AND WHEREAS each of OFGI and the Securityholder wishes to appoint the Escrow Agent to act as escrow agent to hold the Escrow Shares;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the foregoing recitals, the covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Definitions

Whenever used in this Agreement, including the recitals and any Schedules, the following words and phrases shall have the following meanings unless the context otherwise requires:

(a) "**affiliate**" means, in relation to any Person, any other Person that controls, is controlled by or is under common control with the first mentioned Person, and for the purposes of this definition and references in this Agreement to "affiliate", "control" means the possession, directly or indirectly, by such Person of the power to direct or cause the direction of the management and policies of the first mentioned Person, whether through the ownership of voting securities or otherwise.

(b) "**Applicable Law**" means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives, published guidelines, standards, codes of practice (regardless of whether such guidelines, standards and codes of practice have been promulgated by statute or regulation), treaties, ordinances, municipal by-laws and orders of and the terms of all judgments, orders, decrees, directives, awards and writs issued by any Authorized Authority by which such Person is bound or which has application to the transaction or event in question.

(c) "**Authorized Authority**" means, in relation to any Person, transaction or event, any: (i) national, federal, provincial, state, county, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign; (ii) agency, authority, ministry, department, board, bureau, commission, instrumentality, regulatory body, professional association, licensing authority, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, administrative or similar powers or functions of or pertaining to government, including the Canada Revenue Agency and similar provincial taxation authorities; (iii) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; and (iv) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange (including the TSX), in each case having jurisdiction over such Person, transaction or event.

(d) "**Business Combination**" means, with respect to OFGI:

(i) a formal take-over bid for all of the outstanding Equity Securities of OFGI which, if successful, would result in a change of control of OFGI;

(ii) a formal issuer bid for all of the outstanding Equity Securities of OFGI;

(iii) a statutory arrangement;

(iv) an amalgamation;

(v) a merger; or

(vi) a reorganization that has an effect similar to an amalgamation or merger.

(e) "**Business Day**" means a day on which banks are generally open for the transaction of commercial business in Calgary, Alberta, but does not include a Saturday or a Sunday or a statutory holiday under Applicable Law.

(f) "**Equity Securities**" means, with respect to any Person, any and all shares, units, interests, participations, rights in, or other equivalents (however designated and whether voting or non-voting) of, such Person's capital, whether outstanding on the date hereof or issued after the date hereof, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, and any and all rights, warrants, debt securities, options or other rights exchangeable for or convertible into any of the foregoing.

(g) "**Escrow Shares**" means the common shares in the capital of OFGI initially held in escrow as set out in Schedule "A" attached hereto, as such shares may be replaced from time to time pursuant to the terms of this Agreement.

(h) "**Parties**" means OFGI, the Securityholder and the Escrow Agent, and "**Party**" means one of them.

(i) "**Person**" includes an individual, a partnership, a corporation, a trust, a joint venture, an unincorporated organization, a union, an indigenous group, an Authorized Authority or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.

(j) "**Totally Disabled**" means the mental or physical state of the Securityholder such that: (i) the Securityholder, is, due to illness, disease, mental or physical disability or similar cause, incapable of performing the duties customarily assigned to the Securityholder for any consecutive 90 day period or for any period of 180 days (whether or not consecutive) in any consecutive 24-month period. For the purpose of determining whether this state of affairs has been reached, a medical report from a doctor chosen by Olympia Trust Company shall be deemed to be a conclusive determination of same; (ii) a court of competent jurisdiction or other competent authority has declared the Securityholder to be incapable of managing their property or incapable of personal care; or (iii) a representative under a representation agreement, an attorney under an enduring or continuing power of attorney for personal care, or any other individual given the power to do so under a similar instrument, begins to manage the affairs of the Securityholder.

(k) "**TSX**" means the Toronto Stock Exchange.

2. Appointment of Escrow Agent

Each of OFGI and the Securityholder hereby appoints the Escrow Agent to act as agent on its behalf pursuant to this Agreement, and the Escrow Agent hereby accepts such appointment on the terms and conditions of this Agreement.

3. Remuneration of Escrow Agent

The Escrow Agent shall waive its fees for services provided in connection with this Agreement.

4. Delivery of the Escrow Shares

OFGI is, concurrently with the execution of this Agreement, depositing the Escrow Shares with the Escrow Agent and the Escrow Agent hereby acknowledges receipt of the Escrow Shares. The Escrow Shares shall be held by the Escrow Agent in accordance with the terms and conditions of this Agreement.

5. Voting Rights on the Escrow Shares

Any and all voting rights attached to the Escrow Shares shall at all times be exercised by the Securityholder by giving written instructions to the Escrow Agent, and all rights attached thereto including the right to receive payment of any dividends shall be for the benefit of the Securityholder.

6. Dividends on Escrow Shares

If, during the period in which any of the Escrow Shares are retained in escrow pursuant to this Agreement, any dividend or distribution is received by the Escrow Agent in respect of the Escrow Shares, any such dividend or distribution shall, within five Business Days of receipt, be paid or transferred to the Securityholder by the Escrow Agent.

7. Reorganizations, etc.

If, during the period in which any of the Escrow Shares are retained in escrow pursuant to this Agreement, a reorganization affecting the share capital occurs, then and in each such event, the Escrow Shares shall be released and replaced by the shares of stock and other securities and property upon the terms and conditions provided in the relevant reorganization documents.

8. Release of Escrow Shares

Unless otherwise permitted pursuant to the terms of this Agreement, the Escrow Shares will be released from escrow as follows:

Release Dates	Percentage of Total Escrow Shares to be Released	Total Number of Escrow Shares to be Released
First anniversary of the Closing Date	25%	2,513
Second anniversary of the Closing Date	25%	2,513
Third anniversary of the Closing Date	25%	2,513
Fourth anniversary of the Closing Date	25%	2,514

In the event that the Securityholder: (i) resigns her employment with Olympia Trust Company; (ii) is terminated for cause from her employment with Olympia Trust Company; (iii) becomes Totally Disabled; or (iv) dies, then she shall forfeit all remaining Escrowed Shares to be released to her pro-rated up to the first to occur of the date: (A) that her employment ended; (B) she became Totally Disabled; and (C) she died (the "Termination Date") and such forfeited Escrowed Shares shall be repurchased by OFGI for aggregate consideration of $1.00. For clarity, Termination Date means the date on which the Security Holder ceases to be an employee of Olympia Trust Company in accordance with (i), (ii), (iii) or (iv), above, without regard to any pay in lieu of notice of termination (whether by lump sum or salary continuance), benefits continuance or other termination or severance payments or benefits which the Securityholder may then receive or be entitled to receive, whether pursuant to contract, the common law or otherwise. By way of example, if the Termination Date in respect of the occurred 9 months from the Closing Date, the Securityholder would receive 1,886 of the Escrowed Shares and the remaining Escrowed Shares would be repurchased by OFGI for $1.00.

9. Delivery of Escrow Shares upon Release

The Escrow Agent will send to the Securityholder a direct registration system (DRS) statement, or, if requested in writing by the Securityholder to the Escrow Agent prior to a release date, a share certificate representing the Escrow Shares which have been released from escrow as soon as reasonably practicable after their release.

10. Restriction on Transfer

Unless it is expressly permitted in this Agreement or with the consent of OFGI, the Securityholder may not sell, transfer, assign, mortgage, enter into a derivative transaction concerning, or otherwise deal in any way with the Escrow Shares or any related share certificates representing the Escrow Shares.

11. Pledge, Mortgage or Charge as Collateral for a Loan

The Securityholder may pledge, mortgage or charge the Escrow Shares to a financial institution as collateral for a loan; provided that, no Escrow Shares or any share certificates representing Escrow Shares will be transferred or delivered by the Escrow Agent to the financial institution for this purpose. Any such loan agreement must provide that the Escrow Shares will remain in escrow if the lender realizes on the Escrow Shares to satisfy such loan.

12. Transfer upon Bankruptcy

(a) The Securityholder may transfer the Escrow Shares within escrow to a trustee in bankruptcy or another Person entitled to the Escrow Shares on bankruptcy.

(b) Prior to any transfer contemplated by Section 12(a), the Escrow Agent must receive:

(i) a certified copy of either:

(A) the assignment in bankruptcy filed with the Superintendent of Bankruptcy, or

(B) the receiving order adjudging the Securityholder bankrupt;

(ii) a certified copy of a certificate of appointment of the trustee in bankruptcy;

(iii) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the OFGI's transfer agent; and

(iv) an acknowledgment substantially in the form attached hereto as Schedule "B" signed by:

(A) the trustee in bankruptcy, or

(B) on direction from the trustee, with evidence of that direction attached to the acknowledgment form, another Person legally entitled to the Escrow Shares.

13. Transfer Upon Realization of Pledged, Mortgaged or Charged Escrow Securities

(a) The Securityholder may transfer within escrow to a financial institution the Escrow Shares the Securityholder has pledged, mortgaged or charged under Section 11 to that financial institution as collateral for a loan on realization of the loan.

(b) Prior to any transfer contemplated by Section 13(a), the Escrow Agent must receive:

(A) a statutory declaration of an officer of the financial institution that the financial institution is legally entitled to the Escrow Shares;

(B) a transfer power of attorney, executed by the transferor in accordance with the requirements of OFGI's transfer agent; and

(C) an acknowledgement substantially in the form attached hereto as Schedule "B" signed by the financial institution.

14. Transfer to Certain Plans and Funds

(a) The Securityholder may transfer the Escrow Shares within escrow to or between a registered retirement savings plan ("**RRSP**"), registered retirement income fund ("**RRIF**"), tax free savings account ("**TFSA**") or other similar registered plan or fund with a trustee, where the annuitant of the RRSP, RRIF or TFSA, or the beneficiaries of the other registered plan or fund are limited to the Securityholder, his/her spouse, children and parents.

(b) Prior to any transfer contemplated by Section 14(a), the Escrow Agent must receive:

(A) evidence from the trustee of the transferee plan or fund, or the trustee's agent, stating that, to the best of the trustee's knowledge, the annuitant of the RRSP, RRIF or TFSA, or the beneficiaries of the other registered plan or fund do not include any Person other than the Securityholder and his/her spouse, children and parents;

(B) a transfer power of attorney, executed by the transferor in accordance with the requirements of the OFGI's transfer agent; and

(C) an acknowledgement substantially in the form attached hereto as Schedule "B" signed by the trustee of the plan or fund.

15. Effect of Transfer Within Escrow

After the transfer of Escrow Shares within escrow, the Escrow Shares will remain in escrow and released from escrow under this Agreement as if no transfer has occurred on the same terms that applied before the transfer. The Escrow Agent will not deliver any share certificates representing the Escrow Shares to transferees contemplated by Sections 12, 13 or 14.

16. Business Combinations

The Securityholder may tender the Escrow Shares to a Person in a Business Combination. At least five Business Days prior to the date the Escrow Shares must be tendered under the Business Combination, the Securityholder must deliver to the Escrow Agent:

(a) a written direction signed by the Securityholder that directs the Escrow Agent to deliver to the depositary under the Business Combination any share certificates representing the Escrow Shares and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the depositary, and any other documentation specified or provided by the Securityholder and required to be delivered to the depositary under the Business Combination; and

(b) any other information concerning the Business Combination as the Escrow Agent may reasonably request.

17. Delivery to Depositary

As soon as reasonably practicable, and in any event no later than three Business Days after the Escrow Agent receives the documents and information required under Section 16, the Escrow Agent will deliver to the depositary, in accordance with the direction, any share certificates representing the Escrow Shares, and a letter addressed to the depositary that:

(a) identifies the Escrow Shares that are being tendered;

(b) states that the Escrow Shares are held in escrow;

(c) states that the Escrow Shares are delivered only for the purposes of the Business Combination and that they will be released from escrow only after the Escrow Agent receives the information described in Section 18;

(d) if any share certificates representing the Escrow Shares have been delivered to the depositary, requires the depositary to return to the Escrow Agent, as soon as practicable, any share certificates representing any Escrow Shares that are not released from escrow into the Business Combination; and

(e) where applicable, requires the depositary to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, any share certificates or other evidence of additional Escrow Shares that the Securityholder acquires under the business combination.

18. Release of Escrow Securities to Depositary

The Escrow Agent will release from escrow the tendered Escrow Shares when the Escrow Agent receives a declaration signed by the depositary or, if the direction identifies the depositary as acting on behalf of another Person in respect of the Business Combination, by that other Person, that:

(a) the terms and conditions of the Business Combination have been met or waived; and

(b) the Escrow Shares have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the Business Combination.

19. Escrow of New Securities

If the Securityholder receives securities (the "**New Securities**") of another issuer in exchange for its Escrow Shares, the New Securities will be subject to escrow in substitution for the tendered Escrow Shares.

20. Termination of Escrow

This Agreement shall terminate immediately after the earlier of:

(a) the time that the last of the Escrow Shares have been released from escrow in accordance with the terms of this Agreement; and

(b) the deposit of the Escrow Shares with the Court pursuant to Section 21(a).

21. Concerning the Escrow Agent

(a) **Dispute**. Notwithstanding anything to the contrary contained herein, the Escrow Agent shall have the right at any time, without notice and in its sole and absolute discretion, to deposit the certificates representing the Escrow Shares, or any portion thereof, with the Alberta Court of King's Bench in accordance with the Rules of Court respecting interpleader or in such other manner or on such other grounds as such Court may direct and shall be entitled to recover from OFGI, in such manner as may be directed by the Court, the Escrow Agent's reasonable fees and related costs and expenses incurred in connection with such action. The Escrow Agent shall give written notice of any such deposit to OFGI and the Securityholder immediately after such deposit is made.

(b) **No Obligation**. Neither the Escrow Agent, nor its directors, officers, employees, agents or associates shall be liable for any claim, proceeding, loss, damage, liability or expense of any kind or nature caused directly or indirectly by any action taken or omitted by any of them under or in connection with this Agreement or as a result of relying on any communication or document believed by any of them to be genuine and correct and to have been communicated or signed by the Person by whom it purports to be communicated or signed, unless in any case caused by gross negligence or willful misconduct of the Escrow Agent or its directors, officers, employees, agents or associates. The Escrow Agent shall have no obligation to make any determination as to the validity of any claim made by any Party for entitlement to any portion of the Escrow Shares and the Escrow Agent shall be entitled to continue to hold all or any portion of the Escrow Shares in accordance with this Agreement, until the Escrow Agent is directed by final judgment of a Court as to the disposition of the Escrow Shares or until the Escrow Shares are interplead in accordance with Section 21(a).

(c) **No Agency or Trust**. The Parties acknowledge that the Escrow Agent is holding the Escrow Shares at their request and for their convenience only and shall not be deemed to be the agent or trustee of either OFGI or the Securityholder in respect of the escrow herein referred to and the Escrow Agent shall owe no duties hereunder as trustee. The Escrow Agent shall not be liable to either OFGI or the Securityholder for any error in judgment or for any act or omission on its part in respect of the escrow, except in the case of gross negligence or willful misconduct by the Escrow Agent or its directors, officers, employees, agents or associates.

(d) **Indemnity in Favour of Escrow Agent**. OFGI and the Securityholder hereby agree to jointly and severally indemnify and save harmless the Escrow Agent, its shareholders, partners, directors, officers, employees, agents, representatives, associates and their respective affiliates, of and from, and shall pay for, all actions, proceedings, losses, liabilities, costs, claims, damages, expenses (including legal fees and expenses) and demands that may be made or brought against it or any of them or which it or any of them may suffer or incur as a result of, in respect of, or arising out of or in connection with this Agreement, the performance or non-performance by the Escrow Agent under this Agreement or any transactions contemplated by this Agreement, except such as shall result solely and directly from its own bad faith or fraud.

(e) **Limitation of Liability**. Notwithstanding any other provision of this Agreement, the Escrow Agent's liability shall be limited, in the aggregate, to the amount of fees paid to the Escrow Agent under this Agreement in the 12 months immediately prior to the Escrow Agent receiving the first notice of claim.

(f) **Resignation of Escrow Agent**. The Escrow Agent may resign and be discharged from its duties and obligations hereunder by giving 30 days' advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect. Any escrow agent which replaces the Escrow Agent after the resignation of the Escrow Agent, shall upon the execution and delivery by the Escrow Agent to such replacement escrow agent of an assignment by the Escrow Agent of its rights and interests in the Escrow Shares and, if required, this Agreement, succeed to all the Escrow Agent's rights and obligations hereunder without the execution or filing of any other document or any further act. The Escrow Agent's sole responsibility after such 30 day notice period expires shall be to hold the Escrow Shares and to deliver the same to a designated substitute escrow agent, if any, or in accordance with the directions of an order or judgment of a court of competent jurisdiction, at which time of delivery, the Escrow Agent's liabilities and obligations hereunder shall cease and terminate. If the parties have failed to appoint a successor escrow agent prior to the expiration of 30 days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the Parties.

(g) **Limitation on Duties**. It is understood and agreed that the Escrow Agent's only duties and obligations in respect of the Escrow Shares are expressly set out in this Agreement and that the Escrow Agent shall not be bound in any way by any other contract or agreement between the Parties, whether or not the Escrow Agent has knowledge thereof.

(h) **Reliance on Counsel**. The Escrow Agent shall have the right to consult with separate counsel of its own choosing (if it deems such consultation advisable) and shall not be liable for any action taken, suffered or omitted to be taken by it if the Escrow Agent acts in accordance with the advice of such counsel. The Escrow Agent shall be protected if it acts upon any written or oral communication, notice, certificate or other instrument or document believed by the Escrow Agent to be genuine and to be properly given or executed without the necessity of verifying the truth or accuracy of the same or the authority of the person giving or executing the same.

(i) **No Legal Action**. The Escrow Agent shall not be obligated to take any legal action hereunder which might, in the Escrow Agent's judgment and sole discretion, involve any expense or liability unless the Escrow Agent shall have been furnished with a reasonable retainer or indemnity from OFGI or the Securityholder, as applicable.

(j) **Discharge from Duties**. Upon disposing of the Escrow Shares in accordance with the provisions of this Agreement, the Escrow Agent shall be relieved and discharged from all obligations, liabilities and claims relating to the Escrow Shares, and the Escrow Agent shall not be subject to any claims made by or on behalf of any Party.

22. Governing Law

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each Party irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of Alberta with respect to any matter arising under this Agreement or related to this Agreement.

23. Notices

The address and email address for delivery of notices, documents, cheques or other instruments hereunder of each of the Parties shall be as follows:

(a) if to OFGI at:

Olympia Financial Group Inc.

4000, 520 – 3 Avenue S.W.
Calgary, AB T2P 0R3
Attention: Jonathan Bahnuik
E-mail: [*email address redacted*]

with a copy to (which shall not constitute notice):

Blake, Cassels & Graydon LLP
Barristers and Solicitors
#3500, 855 - 2nd Street S.W.
Calgary, Alberta T2P 4J8
Attention: Scott W.N. Clarke
Email: scott.clarke@blakes.com

(b) if to the Securityholder at:

Andrea Gillis
[Address]
E-mail: ●

with a copy to (which shall not constitute notice):

[Counsel]
[Address]
Attention: ●
E-mail: ●

(c) if to the Escrow Agent at:

Olympia Trust Company
Corporate & Shareholder Services
4000, 520 – 3 Avenue S.W.
Calgary, AB T2P 0R3
Attention: Manager, Client Services
E-mail: ClientServices@olympiatrust.com

Any such communication shall be deemed to have been validly and effectively given and received on the date of personal delivery or transmission by email if such date is a Business Day and such delivery was made before 4:00 p.m. (Calgary time) and otherwise on the next Business Day. Any Party to this Agreement may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

24. Miscellaneous

(a) The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(b) Unless the context shall otherwise require, the singular shall include the plural and *vice versa*, and each pronoun in any gender shall include all other genders.

(c) This Agreement may be executed in any number of counterparts and any Party may execute any such counterpart by portable document format ("PDF") or other electronic means, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

(d) This Agreement or any provision hereof may be amended or waived only by written instrument duly signed by the Party against whom such amendment or waiver is sought to be enforced.

(e) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver.

(f) No failure on the part of the Corporation to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

(g) If one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect under Applicable Law, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and the remaining provisions hereof shall remain in full force and effect.

(h) This Agreement is for the sole and exclusive benefit of the Parties, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

(i) No Party may assign its rights hereunder without the prior written consent of the other Parties.

(j) This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

(k) All references herein to money amounts are to lawful money of Canada.

(l) The Schedules attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it. This Agreement shall override the Schedules attached hereto to the extent of any inconsistency.

(m) Any reference to time of day or date means the local time or date in Calgary, Alberta.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

OLYMPIA FINANCIAL GROUP INC.

Per: ____________________________
Name:
Title:

ANDREA GILLIS

Per: ____________________________

OLYMPIA TRUST COMPANY

Per: ____________________________
Name: Dean Naugler
Title: EVP, Corporate & Shareholder Services

Per: ____________________________
Name: Sonny Schmidt
Title: Relationship Manager

SCHEDULE "A"
LIST OF ESCROW SHARES

Name of Registered Holder	Address of Registered Holder	Number of Escrow Shares
Andrea Gillis	●	10,053

SCHEDULE "B"
FORM OF ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

TO: Olympia Trust Company and Olympia Financial Group Inc.

RE: Escrow Agreement dated ●, 2026 among Olympia Trust Company, Olympia Financial Group Inc. and Andrea Gillis (the "**Escrow Agreement**")

The undersigned acknowledges that the securities listed in the attached Exhibit "A" (the "Escrow Shares") have been or will be transferred to the undersigned and that the Escrow Shares are subject to the Escrow Agreement.

For other good and valuable consideration, the undersigned agrees to be bound by the Escrow Agreement in respect of the Escrow Shares, as if it were an original signatory to the Escrow Agreement.

Dated at ____________________ on ______________.

[UNDERSIGNED]

By: ___________________________
Name:
Title:

SCHEDULE 1.1(ddd)
REVOL ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "**Agreement**") made as of ●, 2026 (the "**Closing Date**").

AMONG:

OLYMPIA FINANCIAL GROUP INC., a corporation existing under the laws of the Province of Alberta ("**OFGI**")

\- and -

KELLY REVOL (the "**Securityholder**")

\- and -

OLYMPIA TRUST COMPANY, a trust agency governed by the laws of the Province of Alberta (the "**Escrow Agent**")

WHEREAS OFGI and the Securityholder are parties, together with Olympia Trust Company, Olympia Benefits Inc., Richard Skauge, Tarman ATM Inc., Craig Skauge, and Andrea Gillis, to a re-organization agreement dated as of the ● day of ●, 2026 (the "**Re-organization Agreement**");

AND WHEREAS, pursuant to the Re-organization Agreement, the Securityholder has been issued the Escrow Shares;

AND WHEREAS each of OFGI and the Securityholder wishes to appoint the Escrow Agent to act as escrow agent to hold the Escrow Shares;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the foregoing recitals, the covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Definitions

Whenever used in this Agreement, including the recitals and any Schedules, the following words and phrases shall have the following meanings unless the context otherwise requires:

(a) "**affiliate**" means, in relation to any Person, any other Person that controls, is controlled by or is under common control with the first mentioned Person, and for the purposes of this definition and references in this Agreement to "affiliate", "control" means the possession, directly or indirectly, by such Person of the power to direct or cause the direction of the management and policies of the first mentioned Person, whether through the ownership of voting securities or otherwise.

(b) "**Applicable Law**" means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives, published guidelines, standards, codes of practice (regardless of whether such guidelines, standards and codes of practice have been promulgated by statute or regulation), treaties, ordinances, municipal by-laws and orders of and the terms of all judgments, orders, decrees, directives, awards and writs issued by any Authorized Authority by which such Person is bound or which has application to the transaction or event in question.

(c) "**Authorized Authority**" means, in relation to any Person, transaction or event, any: (i) national, federal, provincial, state, county, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign; (ii) agency, authority, ministry, department, board, bureau, commission, instrumentality, regulatory body, professional association, licensing authority, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, administrative or similar powers or functions of or pertaining to government, including the Canada Revenue Agency and similar provincial taxation authorities; (iii) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; and (iv) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange (including the TSX), in each case having jurisdiction over such Person, transaction or event.

(d) "**Business Combination**" means, with respect to OFGI:

(i) a formal take-over bid for all of the outstanding Equity Securities of OFGI which, if successful, would result in a change of control of OFGI;

(ii) a formal issuer bid for all of the outstanding Equity Securities of OFGI;

(iii) a statutory arrangement;

(iv) an amalgamation;

(v) a merger; or

(vi) a reorganization that has an effect similar to an amalgamation or merger.

(e) "**Business Day**" means a day on which banks are generally open for the transaction of commercial business in Calgary, Alberta, but does not include a Saturday or a Sunday or a statutory holiday under Applicable Law.

(f) "**Equity Securities**" means, with respect to any Person, any and all shares, units, interests, participations, rights in, or other equivalents (however designated and whether voting or non-voting) of, such Person's capital, whether outstanding on the date hereof or issued after the date hereof, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, and any and all rights, warrants, debt securities, options or other rights exchangeable for or convertible into any of the foregoing.

(g) "**Escrow Shares**" means the common shares in the capital of OFGI initially held in escrow as set out in Schedule "A" attached hereto, as such shares may be replaced from time to time pursuant to the terms of this Agreement.

(h) "**Parties**" means OFGI, the Securityholder and the Escrow Agent, and "**Party**" means one of them.

(i) "**Person**" includes an individual, a partnership, a corporation, a trust, a joint venture, an unincorporated organization, a union, an indigenous group, an Authorized Authority or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.

(j) "**Totally Disabled**" means the mental or physical state of the Securityholder such that: (i) the Securityholder, is, due to illness, disease, mental or physical disability or similar cause, incapable of performing the duties customarily assigned to the Securityholder for any consecutive 90 day period or for any period of 180 days (whether or not consecutive) in any consecutive 24-month period. For the purpose of determining whether this state of affairs has been reached, a medical report from a doctor chosen by Olympia Trust Company shall be deemed to be a conclusive determination of same; (ii) a court of competent jurisdiction or other competent authority has declared the Securityholder to be incapable of managing their property or incapable of personal care; or (iii) a representative under a representation agreement, an attorney under an enduring or continuing power of attorney for personal care, or any other individual given the power to do so under a similar instrument, begins to manage the affairs of the Securityholder.

(k) "**TSX**" means the Toronto Stock Exchange.

2. Appointment of Escrow Agent

Each of OFGI and the Securityholder hereby appoints the Escrow Agent to act as agent on its behalf pursuant to this Agreement, and the Escrow Agent hereby accepts such appointment on the terms and conditions of this Agreement.

3. Remuneration of Escrow Agent

The Escrow Agent shall waive its fees for services provided in connection with this Agreement.

4. Delivery of the Escrow Shares

OFGI is, concurrently with the execution of this Agreement, depositing the Escrow Shares with the Escrow Agent and the Escrow Agent hereby acknowledges receipt of the Escrow Shares. The Escrow Shares shall be held by the Escrow Agent in accordance with the terms and conditions of this Agreement.

5. Voting Rights on the Escrow Shares

Any and all voting rights attached to the Escrow Shares shall at all times be exercised by the Securityholder by giving written instructions to the Escrow Agent, and all rights attached thereto including the right to receive payment of any dividends shall be for the benefit of the Securityholder.

6. Dividends on Escrow Shares

If, during the period in which any of the Escrow Shares are retained in escrow pursuant to this Agreement, any dividend or distribution is received by the Escrow Agent in respect of the Escrow Shares, any such dividend or distribution shall, within five Business Days of receipt, be paid or transferred to the Securityholder by the Escrow Agent.

7. Reorganizations, etc.

If, during the period in which any of the Escrow Shares are retained in escrow pursuant to this Agreement, a reorganization affecting the share capital occurs, then and in each such event, the Escrow Shares shall be released and replaced by the shares of stock and other securities and property upon the terms and conditions provided in the relevant reorganization documents.

8. Release of Escrow Shares

Unless otherwise permitted pursuant to the terms of this Agreement, the Escrow Shares will be released from escrow as follows:

Release Dates	Percentage of Total Escrow Shares to be Released	Total Number of Escrow Shares to be Released
First anniversary of the Closing Date	25%	3,093
Second anniversary of the Closing Date	25%	3,093
Third anniversary of the Closing Date	25%	3,093
Fourth anniversary of the Closing Date	25%	3,094

In the event that the Securityholder: (i) resigns her employment with Olympia Trust Company; (ii) is terminated for cause from her employment with Olympia Trust Company; (iii) becomes Totally Disabled; or (iv) dies, then she shall forfeit all remaining Escrowed Shares to be released to her pro-rated up to the first to occur of the date: (A) that her employment ended; (B) she became Totally Disabled; and (C) she died (the "**Termination Date**") and such forfeited Escrowed Shares shall be repurchased by OFGI for aggregate consideration of $1.00. For clarity, Termination Date means the date on which the Security Holder ceases to be an employee of Olympia Trust Company in accordance with (i), (ii), (iii) or (iv), above, without regard to any pay *in lieu* of notice of termination (whether by lump sum or salary continuance), benefits continuance or other termination or severance payments or benefits which the Securityholder may then receive or be entitled to receive, whether pursuant to contract, the common law or otherwise. By way of example, if the Termination Date in respect of the occurred 9 months from the Closing Date, the Securityholder would receive 2,320 of the Escrowed Shares and the remaining Escrowed Shares would be repurchased by OFGI for $1.00.

9. Delivery of Escrow Shares upon Release

The Escrow Agent will send to the Securityholder a direct registration system (DRS) statement, or, if requested in writing by the Securityholder to the Escrow Agent prior to a release date, a share certificate representing the Escrow Shares which have been released from escrow as soon as reasonably practicable after their release.

10. Restriction on Transfer

Unless it is expressly permitted in this Agreement or with the consent of OFGI, the Securityholder may not sell, transfer, assign, mortgage, enter into a derivative transaction concerning, or otherwise deal in any way with the Escrow Shares or any related share certificates representing the Escrow Shares.

11. Pledge, Mortgage or Charge as Collateral for a Loan

The Securityholder may pledge, mortgage or charge the Escrow Shares to a financial institution as collateral for a loan; provided that, no Escrow Shares or any share certificates representing Escrow Shares will be transferred or delivered by the Escrow Agent to the financial institution for this purpose. Any such loan agreement must provide that the Escrow Shares will remain in escrow if the lender realizes on the Escrow Shares to satisfy such loan.

12. Transfer upon Bankruptcy

(a) The Securityholder may transfer the Escrow Shares within escrow to a trustee in bankruptcy or another Person entitled to the Escrow Shares on bankruptcy.

(b) Prior to any transfer contemplated by Section 12(a), the Escrow Agent must receive:

(i) a certified copy of either:

(A) the assignment in bankruptcy filed with the Superintendent of Bankruptcy, or

(B) the receiving order adjudging the Securityholder bankrupt;

(ii) a certified copy of a certificate of appointment of the trustee in bankruptcy;

(iii) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the OFGI's transfer agent; and

(iv) an acknowledgment substantially in the form attached hereto as Schedule "B" signed by:

(A) the trustee in bankruptcy, or

(B) on direction from the trustee, with evidence of that direction attached to the acknowledgment form, another Person legally entitled to the Escrow Shares.

13. Transfer Upon Realization of Pledged, Mortgaged or Charged Escrow Securities

(a) The Securityholder may transfer within escrow to a financial institution the Escrow Shares the Securityholder has pledged, mortgaged or charged under Section 11 to that financial institution as collateral for a loan on realization of the loan.

(b) Prior to any transfer contemplated by Section 13(a), the Escrow Agent must receive:

(A) a statutory declaration of an officer of the financial institution that the financial institution is legally entitled to the Escrow Shares;

(B) a transfer power of attorney, executed by the transferor in accordance with the requirements of OFGI's transfer agent; and

(C) an acknowledgement substantially in the form attached hereto as Schedule "B" signed by the financial institution.

14. Transfer to Certain Plans and Funds

(a) The Securityholder may transfer the Escrow Shares within escrow to or between a registered retirement savings plan ("**RRSP**"), registered retirement income fund ("**RRIF**"), tax free savings account ("**TFSA**") or other similar registered plan or fund with a trustee, where the annuitant of the RRSP, RRIF or TFSA, or the beneficiaries of the other registered plan or fund are limited to the Securityholder, his/her spouse, children and parents.

(b) Prior to any transfer contemplated by Section 14(a), the Escrow Agent must receive:

(A) evidence from the trustee of the transferee plan or fund, or the trustee's agent, stating that, to the best of the trustee's knowledge, the annuitant of the RRSP, RRIF or TFSA, or the beneficiaries of the other registered plan or fund do not include any Person other than the Securityholder and his/her spouse, children and parents;

(B) a transfer power of attorney, executed by the transferor in accordance with the requirements of the OFGI's transfer agent; and

(C) an acknowledgement substantially in the form attached hereto as Schedule "B" signed by the trustee of the plan or fund.

15. Effect of Transfer Within Escrow

After the transfer of Escrow Shares within escrow, the Escrow Shares will remain in escrow and released from escrow under this Agreement as if no transfer has occurred on the same terms that applied before the transfer. The Escrow Agent will not deliver any share certificates representing the Escrow Shares to transferees contemplated by Sections 12, 13 or 14.

16. Business Combinations

The Securityholder may tender the Escrow Shares to a Person in a Business Combination. At least five Business Days prior to the date the Escrow Shares must be tendered under the Business Combination, the Securityholder must deliver to the Escrow Agent:

(a) a written direction signed by the Securityholder that directs the Escrow Agent to deliver to the depositary under the Business Combination any share certificates representing the Escrow Shares and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the depositary, and any other documentation specified or provided by the Securityholder and required to be delivered to the depositary under the Business Combination; and

(b) any other information concerning the Business Combination as the Escrow Agent may reasonably request.

17. Delivery to Depositary

As soon as reasonably practicable, and in any event no later than three Business Days after the Escrow Agent receives the documents and information required under Section 16, the Escrow Agent will deliver to the depositary, in accordance with the direction, any share certificates representing the Escrow Shares, and a letter addressed to the depositary that:

(a) identifies the Escrow Shares that are being tendered;

(b) states that the Escrow Shares are held in escrow;

(c) states that the Escrow Shares are delivered only for the purposes of the Business Combination and that they will be released from escrow only after the Escrow Agent receives the information described in Section 18;

(d) if any share certificates representing the Escrow Shares have been delivered to the depositary, requires the depositary to return to the Escrow Agent, as soon as practicable, any share certificates representing any Escrow Shares that are not released from escrow into the Business Combination; and

(e) where applicable, requires the depositary to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, any share certificates or other evidence of additional Escrow Shares that the Securityholder acquires under the business combination.

18. Release of Escrow Securities to Depositary

The Escrow Agent will release from escrow the tendered Escrow Shares when the Escrow Agent receives a declaration signed by the depositary or, if the direction identifies the depositary as acting on behalf of another Person in respect of the Business Combination, by that other Person, that:

(a) the terms and conditions of the Business Combination have been met or waived; and

(b) the Escrow Shares have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the Business Combination.

19. Escrow of New Securities

If the Securityholder receives securities (the "**New Securities**") of another issuer in exchange for its Escrow Shares, the New Securities will be subject to escrow in substitution for the tendered Escrow Shares.

20. Termination of Escrow

This Agreement shall terminate immediately after the earlier of:

(a) the time that the last of the Escrow Shares have been released from escrow in accordance with the terms of this Agreement; and

(b) the deposit of the Escrow Shares with the Court pursuant to Section 21(a).

21. Concerning the Escrow Agent

(a) **Dispute**. Notwithstanding anything to the contrary contained herein, the Escrow Agent shall have the right at any time, without notice and in its sole and absolute discretion, to deposit the certificates representing the Escrow Shares, or any portion thereof, with the Alberta Court of King's Bench in accordance with the Rules of Court respecting interpleader or in such other manner or on such other grounds as such Court may direct and shall be entitled to recover from OFGI, in such manner as may be directed by the Court, the Escrow Agent's reasonable fees and related costs and expenses incurred in connection with such action. The Escrow Agent shall give written notice of any such deposit to OFGI and the Securityholder immediately after such deposit is made.

(b) **No Obligation**. Neither the Escrow Agent, nor its directors, officers, employees, agents or associates shall be liable for any claim, proceeding, loss, damage, liability or expense of any kind or nature caused directly or indirectly by any action taken or omitted by any of them under or in connection with this Agreement or as a result of relying on any communication or document believed by any of them to be genuine and correct and to have been communicated or signed by the Person by whom it purports to be communicated or signed, unless in any case caused by gross negligence or willful misconduct of the Escrow Agent or its directors, officers, employees, agents or associates. The Escrow Agent shall have no obligation to make any determination as to the validity of any claim made by any Party for entitlement to any portion of the Escrow Shares and the Escrow Agent shall be entitled to continue to hold all or any portion of the Escrow Shares in accordance with this Agreement, until the Escrow Agent is directed by final judgment of a Court as to the disposition of the Escrow Shares or until the Escrow Shares are interplead in accordance with Section 21(a).

(c) **No Agency or Trust**. The Parties acknowledge that the Escrow Agent is holding the Escrow Shares at their request and for their convenience only and shall not be deemed to be the agent or trustee of either OFGI or the Securityholder in respect of the escrow herein referred to and the Escrow Agent shall owe no duties hereunder as trustee. The Escrow Agent shall not be liable to either OFGI or the Securityholder for any error in judgment or for any act or omission on its part in respect of the escrow, except in the case of gross negligence or willful misconduct by the Escrow Agent or its directors, officers, employees, agents or associates.

(d) **Indemnity in Favour of Escrow Agent**. OFGI and the Securityholder hereby agree to jointly and severally indemnify and save harmless the Escrow Agent, its shareholders, partners, directors, officers, employees, agents, representatives, associates and their respective affiliates, of and from, and shall pay for, all actions, proceedings, losses, liabilities, costs, claims, damages, expenses (including legal fees and expenses) and demands that may be made or brought against it or any of them or which it or any of them may suffer or incur as a result of, in respect of, or arising out of or in connection with this Agreement, the performance or non-performance by the Escrow Agent under this Agreement or any transactions contemplated by this Agreement, except such as shall result solely and directly from its own bad faith or fraud.

(e) **Limitation of Liability**. Notwithstanding any other provision of this Agreement, the Escrow Agent's liability shall be limited, in the aggregate, to the amount of fees paid to the Escrow Agent under this Agreement in the 12 months immediately prior to the Escrow Agent receiving the first notice of claim.

(f) **Resignation of Escrow Agent**. The Escrow Agent may resign and be discharged from its duties and obligations hereunder by giving 30 days' advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect. Any escrow agent which replaces the Escrow Agent after the resignation of the Escrow Agent, shall upon the execution and delivery by the Escrow Agent to such replacement escrow agent of an assignment by the Escrow Agent of its rights and interests in the Escrow Shares and, if required, this Agreement, succeed to all the Escrow Agent's rights and obligations hereunder without the execution or filing of any other document or any further act. The Escrow Agent's sole responsibility after such 30 day notice period expires shall be to hold the Escrow Shares and to deliver the same to a designated substitute escrow agent, if any, or in accordance with the directions of an order or judgment of a court of competent jurisdiction, at which time of delivery, the Escrow Agent's liabilities and obligations hereunder shall cease and terminate. If the parties have failed to appoint a successor escrow agent prior to the expiration of 30 days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the Parties.

(g) **Limitation on Duties**. It is understood and agreed that the Escrow Agent's only duties and obligations in respect of the Escrow Shares are expressly set out in this Agreement and that the Escrow Agent shall not be bound in any way by any other contract or agreement between the Parties, whether or not the Escrow Agent has knowledge thereof.

(h) **Reliance on Counsel**. The Escrow Agent shall have the right to consult with separate counsel of its own choosing (if it deems such consultation advisable) and shall not be liable for any action taken, suffered or omitted to be taken by it if the Escrow Agent acts in accordance with the advice of such counsel. The Escrow Agent shall be protected if it acts upon any written or oral communication, notice, certificate or other instrument or document believed by the Escrow Agent to be genuine and to be properly given or executed without the necessity of verifying the truth or accuracy of the same or the authority of the person giving or executing the same.

(i) **No Legal Action**. The Escrow Agent shall not be obligated to take any legal action hereunder which might, in the Escrow Agent's judgment and sole discretion, involve any expense or liability unless the Escrow Agent shall have been furnished with a reasonable retainer or indemnity from OFGI or the Securityholder, as applicable.

(j) **Discharge from Duties**. Upon disposing of the Escrow Shares in accordance with the provisions of this Agreement, the Escrow Agent shall be relieved and discharged from all obligations, liabilities and claims relating to the Escrow Shares, and the Escrow Agent shall not be subject to any claims made by or on behalf of any Party.

22. Governing Law

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each Party irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of Alberta with respect to any matter arising under this Agreement or related to this Agreement.

23. Notices

The address and email address for delivery of notices, documents, cheques or other instruments hereunder of each of the Parties shall be as follows:

(a) if to OFGI at:

Olympia Financial Group Inc.

4000, 520 – 3 Avenue S.W.
Calgary, AB T2P 0R3
Attention: Jonathan Bahnuik
E-mail: [*email address redacted*]

with a copy to (which shall not constitute notice):

Blake, Cassels & Graydon LLP
Barristers and Solicitors
#3500, 855 - 2nd Street S.W.
Calgary, Alberta T2P 4J8
Attention: Scott W.N. Clarke
Email: scott.clarke@blakes.com

(b) if to the Securityholder at:

Kelly Revol
[Address]
E-mail: ●

with a copy to (which shall not constitute notice):

[Counsel]
[Address]
Attention: ●
E-mail: ●

(c) if to the Escrow Agent at:

Olympia Trust Company
Corporate & Shareholder Services
4000, 520 – 3 Avenue S.W.
Calgary, AB T2P 0R3
Attention: Manager, Client Services
E-mail: ClientServices@olympiatrust.com

Any such communication shall be deemed to have been validly and effectively given and received on the date of personal delivery or transmission by email if such date is a Business Day and such delivery was made before 4:00 p.m. (Calgary time) and otherwise on the next Business Day. Any Party to this Agreement may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

24. Miscellaneous

(a) The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(b) Unless the context shall otherwise require, the singular shall include the plural and *vice versa*, and each pronoun in any gender shall include all other genders.

(c) This Agreement may be executed in any number of counterparts and any Party may execute any such counterpart by portable document format ("PDF") or other electronic means, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

(d) This Agreement or any provision hereof may be amended or waived only by written instrument duly signed by the Party against whom such amendment or waiver is sought to be enforced.

(e) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver.

(f) No failure on the part of the Corporation to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

(g) If one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect under Applicable Law, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and the remaining provisions hereof shall remain in full force and effect.

(h) This Agreement is for the sole and exclusive benefit of the Parties, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

(i) No Party may assign its rights hereunder without the prior written consent of the other Parties.

(j) This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

(k) All references herein to money amounts are to lawful money of Canada.

(l) The Schedules attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it. This Agreement shall override the Schedules attached hereto to the extent of any inconsistency.

(m) Any reference to time of day or date means the local time or date in Calgary, Alberta.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

OLYMPIA FINANCIAL GROUP INC.

Per: ____________________________
Name:
Title:

KELLY REVOL

Per: ____________________________

OLYMPIA TRUST COMPANY

Per: ____________________________
Name: Dean Naugler
Title: EVP, Corporate & Shareholder Services

Per: ____________________________
Name: Sonny Schmidt
Title: Relationship Manager

SCHEDULE "A"
LIST OF ESCROW SHARES

Name of Registered Holder	Address of Registered Holder	Number of Escrow Shares
Kelly Revol	●	12,373

SCHEDULE "B"
FORM OF ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

TO: Olympia Trust Company and Olympia Financial Group Inc.

RE: Escrow Agreement dated ●, 2026 among Olympia Trust Company, Olympia Financial Group Inc. and Kelly Revol (the "**Escrow Agreement**")

The undersigned acknowledges that the securities listed in the attached Exhibit "A" (the "Escrow Shares") have been or will be transferred to the undersigned and that the Escrow Shares are subject to the Escrow Agreement.

For other good and valuable consideration, the undersigned agrees to be bound by the Escrow Agreement in respect of the Escrow Shares, as if it were an original signatory to the Escrow Agreement.

Dated at ____________________ on ______________.

[UNDERSIGNED]

By: ___________________________
Name:
Title:

SCHEDULE 1.1(ggg)
TARMAN ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "**Agreement**") made as of ●, 2026 (the "**Closing Date**").

AMONG:

OLYMPIA FINANCIAL GROUP INC., a corporation existing under the laws of the Province of Alberta ("**OFGI**")

- and -

TARMAN ATM INC., a corporation existing under the laws of the Province of Alberta (the "**Securityholder**")

- and -

OLYMPIA TRUST COMPANY, a trust agency governed by the laws of the Province of Alberta (the "**Escrow Agent**")

WHEREAS OFGI and the Securityholder are parties, together with Olympia Trust Company, Olympia Benefits Inc., Richard Skauge, Craig Skauge, Andrea Gillis and Kelly Revol, to a re-organization agreement dated as of the ● day of ●, 2026 (the "**Re-organization Agreement**");

AND WHEREAS, pursuant to the Re-organization Agreement, the Securityholder has been issued the Escrow Shares;

AND WHEREAS each of OFGI and the Securityholder wishes to appoint the Escrow Agent to act as escrow agent to hold the Escrow Shares;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the foregoing recitals, the covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Definitions

Whenever used in this Agreement, including the recitals and any Schedules, the following words and phrases shall have the following meanings unless the context otherwise requires:

(a) "**affiliate**" means, in relation to any Person, any other Person that controls, is controlled by or is under common control with the first mentioned Person, and for the purposes of this definition and references in this Agreement to "affiliate", "control" means the possession, directly or indirectly, by such Person of the power to direct or cause the direction of the management and policies of the first mentioned Person, whether through the ownership of voting securities or otherwise.

(b) "**Applicable Law**" means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives, published guidelines, standards, codes of practice (regardless of whether such guidelines, standards and codes of practice have been promulgated by statute or regulation), treaties, ordinances, municipal by-laws and orders of and the terms of all judgments, orders, decrees, directives, awards and writs issued by any Authorized Authority by which such Person is bound or which has application to the transaction or event in question.

(c) "**Authorized Authority**" means, in relation to any Person, transaction or event, any: (i) national, federal, provincial, state, county, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign; (ii) agency, authority, ministry, department, board, bureau, commission, instrumentality, regulatory body, professional association, licensing authority, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, administrative or similar powers or functions of or pertaining to government, including the Canada Revenue Agency and similar provincial taxation authorities; (iii) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; and (iv) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange (including the TSX), in each case having jurisdiction over such Person, transaction or event.

(d) "**Business Combination**" means, with respect to OFGI:

(i) a formal take-over bid for all of the outstanding Equity Securities of OFGI which, if successful, would result in a Change of Control of OFGI;

(ii) a formal issuer bid for all of the outstanding Equity Securities of OFGI;

(iii) a statutory arrangement;

(iv) an amalgamation;

(v) a merger; or

(vi) a reorganization that has an effect similar to an amalgamation or merger.

(e) "**Business Day**" means a day on which banks are generally open for the transaction of commercial business in Calgary, Alberta, but does not include a Saturday or a Sunday or a statutory holiday under Applicable Law.

(f) "**Change of Control**" means, in respect of the Securityholder:

(i) the direct or indirect acquisition by a Person, or group of Persons acting jointly or otherwise in concert, of Equity Securities of the Securityholder or an affiliate of the Securityholder (whether through the acquisition of previously issued and outstanding Equity Securities, or of Equity Securities that have not been previously issued, or any combination thereof and whether on a one time basis or cumulatively) that represent the right to cast more than 50% of the votes attaching to all Equity Securities in the capital of the Securityholder or an affiliate of the Securityholder which may be cast to elect directors of the Securityholder or an affiliate of the Securityholder; or

(ii) an amalgamation, arrangement, merger or other consolidation of the Securityholder or an affiliate of the Securityholder with another entity, or any other transaction (including the disposition of Equity Securities) pursuant to which the holders of Equity Securities of the Securityholder or an affiliate of the

Securityholder immediately prior thereto do not immediately thereafter own (directly or indirectly) Equity Securities of the successor or continuing entity which entitles them to cast more than 50% of the votes attaching to all Equity Securities in the capital of the successor or continuing entity which may be cast to elect directors of that entity.

(g) "**Equity Securities**" means, with respect to any Person, any and all shares, units, interests, participations, rights in, or other equivalents (however designated and whether voting or non-voting) of, such Person's capital, whether outstanding on the date hereof or issued after the date hereof, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, and any and all rights, warrants, debt securities, options or other rights exchangeable for or convertible into any of the foregoing.

(h) "**Escrow Shares**" means the common shares in the capital of OFGI initially held in escrow as set out in Schedule "A" attached hereto, as such shares may be replaced from time to time pursuant to the terms of this Agreement.

(i) "**Parties**" means OFGI, the Securityholder and the Escrow Agent, and "**Party**" means one of them.

(j) "**Person**" includes an individual, a partnership, a corporation, a trust, a joint venture, an unincorporated organization, a union, an indigenous group, an Authorized Authority or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.

(k) "**TSX**" means the Toronto Stock Exchange.

2. Appointment of Escrow Agent

Each of OFGI and the Securityholder hereby appoints the Escrow Agent to act as agent on its behalf pursuant to this Agreement, and the Escrow Agent hereby accepts such appointment on the terms and conditions of this Agreement.

3. Remuneration of Escrow Agent

The Escrow Agent shall waive its fees for services provided in connection with this Agreement.

4. Delivery of the Escrow Shares

OFGI is, concurrently with the execution of this Agreement, depositing the Escrow Shares with the Escrow Agent and the Escrow Agent hereby acknowledges receipt of the Escrow Shares. The Escrow Shares shall be held by the Escrow Agent in accordance with the terms and conditions of this Agreement.

5. Voting Rights on the Escrow Shares

Any and all voting rights attached to the Escrow Shares shall at all times be exercised by the Securityholder by giving written instructions to the Escrow Agent, and all rights attached thereto including the right to receive payment of any dividends shall be for the benefit of the Securityholder.

6. Dividends on Escrow Shares

If, during the period in which any of the Escrow Shares are retained in escrow pursuant to this Agreement, any dividend or distribution is received by the Escrow Agent in respect of the Escrow Shares, any such dividend or distribution shall, within five Business Days of receipt, be paid or transferred to the Securityholder by the Escrow Agent.

7. Reorganizations, etc.

If, during the period in which any of the Escrow Shares are retained in escrow pursuant to this Agreement, a reorganization affecting the share capital occurs, then and in each such event, the Escrow Shares shall be released and replaced by the shares of stock and other securities and property upon the terms and conditions provided in the relevant reorganization documents.

8. Release of Escrow Shares

Unless otherwise permitted pursuant to the terms of this Agreement, the Escrow Shares will be released from escrow as follows:

Release Dates	**Percentage of Total Escrow Shares to be Released**	**Total Number of Escrow Shares to be Released**
First anniversary of the Closing Date	33 1/3%	19,332
Second anniversary of the Closing Date	33 1/3%	19,332
Third anniversary of the Closing Date	33 1/3%	19,332

9. Delivery of Escrow Shares upon Release

The Escrow Agent will send to the Securityholder a direct registration system (DRS) statement, or, if requested in writing by the Securityholder to the Escrow Agent prior to a release date, a share certificate representing the Escrow Shares which have been released from escrow as soon as reasonably practicable after their release.

10. Restriction on Transfer

Unless it is expressly permitted in this Agreement or with the consent of OFGI, the Securityholder may not:

(a) sell, transfer, assign, mortgage, enter into a derivative transaction concerning, or otherwise deal in any way with the Escrow Shares or any related share certificates representing the Escrow Shares; or

(b) participate in a transaction that results in a Change of Control or a change in the economic exposure of the holders of Equity Securities of the Securityholder to the risks of holding the Escrow Shares.

11. Pledge, Mortgage or Charge as Collateral for a Loan

The Securityholder may pledge, mortgage or charge the Escrow Shares to a financial institution as collateral for a loan; provided that, no Escrow Shares or any share certificates representing Escrow Shares will be transferred or delivered by the Escrow Agent to the financial institution for this purpose. Any such loan agreement must provide that the Escrow Shares will remain in escrow if the lender realizes on the Escrow Shares to satisfy such loan.

12. Transfer upon Bankruptcy

(a) The Securityholder may transfer the Escrow Shares within escrow to a trustee in bankruptcy or another Person entitled to the Escrow Shares on bankruptcy.

(b) Prior to any transfer contemplated by Section 12(a), the Escrow Agent must receive:

(i) a certified copy of either:

(A) the assignment in bankruptcy filed with the Superintendent of Bankruptcy, or

(B) the receiving order adjudging the Securityholder bankrupt;

(ii) a certified copy of a certificate of appointment of the trustee in bankruptcy;

(iii) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the OFGI's transfer agent; and

(iv) an acknowledgment substantially in the form attached hereto as Schedule "B" signed by:

(A) the trustee in bankruptcy, or

(B) on direction from the trustee, with evidence of that direction attached to the acknowledgment form, another Person legally entitled to the Escrow Shares.

13. Transfer Upon Realization of Pledged, Mortgaged or Charged Escrow Securities

(a) The Securityholder may transfer within escrow to a financial institution the Escrow Shares the Securityholder has pledged, mortgaged or charged under Section 11 to that financial institution as collateral for a loan on realization of the loan.

(b) Prior to any transfer contemplated by Section 13(a), the Escrow Agent must receive:

(A) a statutory declaration of an officer of the financial institution that the financial institution is legally entitled to the Escrow Shares;

(B) a transfer power of attorney, executed by the transferor in accordance with the requirements of OFGI's transfer agent; and

(C) an acknowledgement substantially in the form attached hereto as Schedule "B" signed by the financial institution.

14. Transfer to Certain Plans and Funds

(a) The Securityholder may transfer the Escrow Shares within escrow to or between a registered retirement savings plan ("**RRSP**"), registered retirement income fund ("**RRIF**"), tax free savings account ("**TFSA**") or other similar registered plan or fund with a trustee, where the annuitant of the RRSP, RRIF or TFSA, or the beneficiaries of the other registered plan or fund are limited to the holder of Equity Securities of the Securityholder, his/her spouse, children and parents, or, if he holder of Equity Securities of the Securityholder is the trustee of such a registered plan or fund, to the annuitant of the RRSP, RRIF or TFSA, or a beneficiary of the other registered plan or fund, as applicable, or his/ spouse, children and parents.

(b) Prior to any transfer contemplated by Section 14(a), the Escrow Agent must receive:

(A) evidence from the trustee of the transferee plan or fund, or the trustee's agent, stating that, to the best of the trustee's knowledge, the annuitant of the RRSP, RRIF or TFSA, or the beneficiaries of the other registered plan or fund do not include any Person other than the holder of Equity Securities of the Securityholder and his/her spouse, children and parents;

(B) a transfer power of attorney, executed by the transferor in accordance with the requirements of the OFGI's transfer agent; and

(C) an acknowledgement substantially in the form attached hereto as Schedule "B" signed by the trustee of the plan or fund.

15. Effect of Transfer Within Escrow

After the transfer of Escrow Shares within escrow, the Escrow Shares will remain in escrow and released from escrow under this Agreement as if no transfer has occurred on the same terms that applied before the transfer. The Escrow Agent will not deliver any share certificates representing the Escrow Shares to transferees contemplated by Sections 12, 13 or 14.

16. Business Combinations

The Securityholder may tender the Escrow Shares to a Person in a Business Combination. At least five Business Days prior to the date the Escrow Shares must be tendered under the Business Combination, the Securityholder must deliver to the Escrow Agent:

(a) a written direction signed by the Securityholder that directs the Escrow Agent to deliver to the depositary under the Business Combination any share certificates representing the Escrow Shares and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the depositary, and any other documentation specified or provided by the Securityholder and required to be delivered to the depositary under the Business Combination; and

(b) any other information concerning the Business Combination as the Escrow Agent may reasonably request.

17. Delivery to Depositary

As soon as reasonably practicable, and in any event no later than three Business Days after the Escrow Agent receives the documents and information required under Section 16, the Escrow Agent will deliver to the depositary, in accordance with the direction, any share certificates representing the Escrow Shares, and a letter addressed to the depositary that:

(a) identifies the Escrow Shares that are being tendered;

(b) states that the Escrow Shares are held in escrow;

(c) states that the Escrow Shares are delivered only for the purposes of the Business Combination and that they will be released from escrow only after the Escrow Agent receives the information described in Section 18;

(d) if any share certificates representing the Escrow Shares have been delivered to the depositary, requires the depositary to return to the Escrow Agent, as soon as practicable, any share certificates representing any Escrow Shares that are not released from escrow into the Business Combination; and

(e) where applicable, requires the depositary to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, any share certificates or other evidence of additional Escrow Shares that the Securityholder acquires under the business combination.

18. Release of Escrow Securities to Depositary

The Escrow Agent will release from escrow the tendered Escrow Shares when the Escrow Agent receives a declaration signed by the depositary or, if the direction identifies the depositary as acting on behalf of another Person in respect of the Business Combination, by that other Person, that:

(a) the terms and conditions of the Business Combination have been met or waived; and

(b) the Escrow Shares have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the Business Combination.

19. Escrow of New Securities

If the Securityholder receives securities (the "**New Securities**") of another issuer in exchange for its Escrow Shares, the New Securities will be subject to escrow in substitution for the tendered Escrow Shares.

20. Termination of Escrow

This Agreement shall terminate immediately after the earlier of:

(a) the time that the last of the Escrow Shares have been released from escrow in accordance with the terms of this Agreement; and

(b) the deposit of the Escrow Shares with the Court pursuant to Section 21(a).

21. Concerning the Escrow Agent

(a) **Dispute**. Notwithstanding anything to the contrary contained herein, the Escrow Agent shall have the right at any time, without notice and in its sole and absolute discretion, to deposit the certificates representing the Escrow Shares, or any portion thereof, with the Alberta Court of King's Bench in accordance with the Rules of Court respecting interpleader or in such other manner or on such other grounds as such Court may direct and shall be entitled to recover from OFGI, in such manner as may be directed by the Court, the Escrow Agent's reasonable fees and related costs and expenses incurred in connection with such action. The Escrow Agent shall give written notice of any such deposit to OFGI and the Securityholder immediately after such deposit is made.

(b) **No Obligation**. Neither the Escrow Agent, nor its directors, officers, employees, agents or associates shall be liable for any claim, proceeding, loss, damage, liability or expense of any kind or nature caused directly or indirectly by any action taken or omitted by any of them under or in connection with this Agreement or as a result of relying on any communication or document believed by any of them to be genuine and correct and to have been communicated or signed by the Person by whom it purports to be communicated or signed, unless in any case caused by gross negligence or willful misconduct of the Escrow Agent or its directors, officers, employees, agents or associates. The Escrow Agent shall have no obligation to make any determination as to the validity of any claim made by any Party for entitlement to any portion of the Escrow Shares and the Escrow Agent shall be entitled to continue to hold all or any portion of the Escrow Shares in accordance with this Agreement, until the Escrow Agent is directed by final judgment of a Court as to the disposition of the Escrow Shares or until the Escrow Shares are interplead in accordance with Section 21(a).

(c) **No Agency or Trust**. The Parties acknowledge that the Escrow Agent is holding the Escrow Shares at their request and for their convenience only and shall not be deemed to be the agent or trustee of either OFGI or the Securityholder in respect of the escrow herein referred to and the Escrow Agent shall owe no duties hereunder as trustee. The Escrow Agent shall not be liable to either OFGI or the Securityholder for any error in judgment or for any act or omission on its part in respect of the escrow, except in the case of gross negligence or willful misconduct by the Escrow Agent or its directors, officers, employees, agents or associates.

(d) **Indemnity in Favour of Escrow Agent**. OFGI and the Securityholder hereby agree to jointly and severally indemnify and save harmless the Escrow Agent, its shareholders, partners, directors, officers, employees, agents, representatives, associates and their respective affiliates, of and from, and shall pay for, all actions, proceedings, losses, liabilities, costs, claims, damages, expenses (including legal fees and expenses) and demands that may be made or brought against it or any of them or which it or any of them may suffer or incur as a result of, in respect of, or arising out of or in connection with this Agreement, the performance or non-performance by the Escrow Agent under this Agreement or any transactions contemplated by this Agreement, except such as shall result solely and directly from its own bad faith or fraud.

(e) **Limitation of Liability**. Notwithstanding any other provision of this Agreement, the Escrow Agent's liability shall be limited, in the aggregate, to the amount of fees paid to the Escrow Agent under this Agreement in the 12 months immediately prior to the Escrow Agent receiving the first notice of claim.

(f) **Resignation of Escrow Agent**. The Escrow Agent may resign and be discharged from its duties and obligations hereunder by giving 30 days' advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect. Any escrow agent which replaces the Escrow Agent after the resignation of the Escrow Agent, shall upon the execution and delivery by the Escrow Agent to such replacement escrow agent of an assignment by the Escrow Agent of its rights and interests in the Escrow Shares and, if required, this Agreement, succeed to all the Escrow Agent's rights and obligations hereunder without the execution or filing of any other document or any further act. The Escrow Agent's sole responsibility after such 30 day notice period expires shall be to hold the Escrow Shares and to deliver the same to a designated substitute escrow agent, if any, or in accordance with the directions of an order or judgment of a court of competent jurisdiction, at which time of delivery, the Escrow Agent's liabilities and obligations hereunder shall cease and terminate. If the parties have failed to appoint a successor escrow agent prior to the expiration of 30 days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the Parties.

(g) **Limitation on Duties**. It is understood and agreed that the Escrow Agent's only duties and obligations in respect of the Escrow Shares are expressly set out in this Agreement and that the Escrow Agent shall not be bound in any way by any other contract or agreement between the Parties, whether or not the Escrow Agent has knowledge thereof.

(h) **Reliance on Counsel**. The Escrow Agent shall have the right to consult with separate counsel of its own choosing (if it deems such consultation advisable) and shall not be liable for any action taken, suffered or omitted to be taken by it if the Escrow Agent acts in accordance with the advice of such counsel. The Escrow Agent shall be protected if it acts upon any written or oral communication, notice, certificate or other instrument or document believed by the Escrow Agent to be genuine and to be properly given or executed without the necessity of verifying the truth or accuracy of the same or the authority of the person giving or executing the same.

(i) **No Legal Action**. The Escrow Agent shall not be obligated to take any legal action hereunder which might, in the Escrow Agent's judgment and sole discretion, involve any expense or liability unless the Escrow Agent shall have been furnished with a reasonable retainer or indemnity from OFGI or the Securityholder, as applicable.

(j) **Discharge from Duties**. Upon disposing of the Escrow Shares in accordance with the provisions of this Agreement, the Escrow Agent shall be relieved and discharged from all obligations, liabilities and claims relating to the Escrow Shares, and the Escrow Agent shall not be subject to any claims made by or on behalf of any Party.

22. Governing Law

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each Party irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of Alberta with respect to any matter arising under this Agreement or related to this Agreement.

23. Notices

The address and email address for delivery of notices, documents, cheques or other instruments hereunder of each of the Parties shall be as follows:

(a) if to OFGI at:

Olympia Financial Group Inc.

4000, 520 – 3 Avenue S.W.
Calgary, AB T2P 0R3
Attention: Jonathan Bahnuik
E-mail: [*email address redacted*]

with a copy to (which shall not constitute notice):

Blake, Cassels & Graydon LLP
Barristers and Solicitors
#3500, 855 - 2nd Street S.W.
Calgary, Alberta T2P 4J8
Attention: Scott W.N. Clarke
Email: scott.clarke@blakes.com

(b) if to the Securityholder at:

Tarman ATM Inc.
4000, 520 – 3 Avenue S.W.
Calgary, AB T2P 0R3
Attention: ●
E-mail: ●

with a copy to (which shall not constitute notice):

[Tarman Counsel]
[Address]
Attention: ●
E-mail: ●

(c) if to the Escrow Agent at:

Olympia Trust Company
Corporate & Shareholder Services
4000, 520 – 3 Avenue S.W.
Calgary, AB T2P 0R3
Attention: Manager, Client Services
E-mail: ClientServices@olympiatrust.com

Any such communication shall be deemed to have been validly and effectively given and received on the date of personal delivery or transmission by email if such date is a Business Day and such delivery was made before 4:00 p.m. (Calgary time) and otherwise on the next Business Day. Any Party to this Agreement may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

24. Miscellaneous

(a) The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(b) Unless the context shall otherwise require, the singular shall include the plural and *vice versa*, and each pronoun in any gender shall include all other genders.

(c) This Agreement may be executed in any number of counterparts and any Party may execute any such counterpart by portable document format ("PDF") or other electronic means, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

(d) This Agreement or any provision hereof may be amended or waived only by written instrument duly signed by the Party against whom such amendment or waiver is sought to be enforced.

(e) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver.

(f) No failure on the part of the Corporation to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

(g) If one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect under Applicable Law, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and the remaining provisions hereof shall remain in full force and effect.

(h) This Agreement is for the sole and exclusive benefit of the Parties, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

(i) No Party may assign its rights hereunder without the prior written consent of the other Parties.

(j) This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

(k) All references herein to money amounts are to lawful money of Canada.

(l) The Schedules attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it. This Agreement shall override the Schedules attached hereto to the extent of any inconsistency.

(m) Any reference to time of day or date means the local time or date in Calgary, Alberta.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

OLYMPIA FINANCIAL GROUP INC.

Per: ______________________________
Name:
Title:

TARMAN ATM INC.

Per: ______________________________
Name:
Title:

OLYMPIA TRUST COMPANY

Per: ______________________________
Name: Dean Naugler
Title: EVP, Corporate & Shareholder Services

Per: ______________________________
Name: Sonny Schmidt
Title: Relationship Manager

SCHEDULE "A"
LIST OF ESCROW SHARES

Name of Registered Holder	Address of Registered Holder	Number of Escrow Shares
Tarman ATM Inc.	4000, 520 – 3 Avenue SW Calgary, AB T2P 0R3	57,996

SCHEDULE "B"
FORM OF ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

TO: Olympia Trust Company and Olympia Financial Group Inc.

RE: Escrow Agreement dated ●, 2026 among Olympia Trust Company, Olympia Financial Group Inc. and Tarman ATM Inc. (the "**Escrow Agreement**")

The undersigned acknowledges that the securities listed in the attached Exhibit "A" (the "Escrow Shares") have been or will be transferred to the undersigned and that the Escrow Shares are subject to the Escrow Agreement.

For other good and valuable consideration, the undersigned agrees to be bound by the Escrow Agreement in respect of the Escrow Shares, as if it were an original signatory to the Escrow Agreement.

Dated at ____________________ on ______________.

[UNDERSIGNED]

By: ___________________________
Name:
Title:

SCHEDULE 1.1(vv)
PLAN OF ARRANGEMENT

PLAN OF ARRANGEMENT UNDER SECTION 288
OF THE
***BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)**

ARTICLE 1
INTERPRETATION

1.1 Definitions

Unless otherwise indicated, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Reorganization Agreement and the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

"**Applicable Canadian Securities Laws**" means, collectively, and as the context may require, the applicable securities legislation of each of the provinces and territories of Canada, and the rules, regulations, instruments, blanket orders and policies published and/or promulgated thereunder, as such may be amended from time to time prior to the Effective Date, that is binding upon or applicable to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities.

"**Applicable Law**" means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives, published guidelines, standards, codes of practice (regardless of whether such guidelines, standards and codes of practice have been promulgated by statute or regulation), treaties, ordinances, municipal by-laws and orders of and the terms of all judgments, orders, decrees, directives, awards and writs issued by any Authorized Authority by which such Person is bound or which has application to the transaction or event in question.

"**Arrangement**" means the arrangement of OFGI under the provisions of section 288 of the BCBCA, on the terms and conditions set forth herein as supplemented, or modified in accordance with the provisions of the Reorganization Agreement and this Plan of Arrangement, or amended or made at the direction of the Court in the Final Order.

"**Arrangement Resolution**" means the special resolution to be considered by the OFGI Shareholders at the OFGI Meeting in respect of the Arrangement, substantially in the form included in the management information circular of OFGI.

"**Authorized Authority**" means, in relation to any Person, transaction or event, any: (i) national, federal, provincial, state, county, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign; (ii) agency, authority, ministry, department, board, bureau, commission, instrumentality, regulatory body, professional association, licensing authority, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, administrative or similar powers or functions of or pertaining to government, including the Canada Revenue Agency and similar provincial taxation authorities; (iii) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; and (iv) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange (including the TSX), in each case having jurisdiction over such Person, transaction or event.

"**BCBCA**" means the *Business Corporations Act* (British Columbia).

"**Business Day**" means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Calgary, Alberta or Vancouver, British Columbia.

"**Cash Consideration**" means the cash portion of the consideration to be paid by OFGI or OTC, as applicable to Tarman and each of the Executive Officers, as more particularly set forth in Schedule "A" attached hereto.

"**Court**" means the Supreme Court of British Columbia.

"**Craig Escrow Agreement**" means the escrow agreement to be entered into on the Effective Date amongst the Escrow Agent, OFGI, and Craig.

"**Craig Skauge Employment Agreement**" means the amended and restated employment agreement among Craig Skauge, as employee, and OTC, OFGI and OBI (as successor to Exempt Edge Inc.), dated January 1, 2018, as amended or supplemented and/or restated from time to time.

"**Effective Date**" means the date the Arrangement becomes effective as set out in the Reorganization Agreement.

"**Effective Time**" means 12:01 a.m. on the Effective Date.

"**Encumbrance**" means, any mortgage, pledge, assignment, charge, lien, security interest, adverse interest in property, other third party interest or encumbrance of any kind whether contingent or absolute, and any agreement, option, right or privilege (whether by Applicable Law, contract or otherwise) capable of becoming any of the foregoing.

"**Escrow Agreements**" means, collectively, the Tarman Escrow Agreement, the Craig Escrow Agreement, the Gillis Escrow Agreement and the Revol Escrow Agreement.

"**Escrow Agent**" means OTC, in its capacity as escrow agent pursuant to the terms of the Escrow Agreements.

"**Executive Officers**" means, collectively: (i) Craig Skauge, Executive Vice-President of OFGI and President & Chief Executive Officer of OTC; (ii) Andrea Gillis, Executive Vice-President, Investment Account Services, Securities of OTC; and (iii) Kelly Revol, Executive Vice President, Investment Account Services, Mortgages of OTC and "Executive Officer" means any of them.

"**Final Order**" means the final order of the Court pursuant to section 291 of the BCBCA, approving the Arrangement after a hearing considering, amongst other things, the procedural and substantive farness of the terms and conditions of the Arrangement, as such order may be amended by the Court with the consent of the Parties at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to the Parties, each acting reasonably) on appeal.

"**Gillis Employment Agreement**" means the amended and restated employment agreement among Andrea Gillis, as employee, and OTC and OFGI, dated July 1, 2018, as amended or supplemented and/or restated from time to time.

"**Gillis Escrow Agreement**" means the escrow agreement to be entered into on the Effective Date amongst the Escrow Agent, OFGI, and Andrea Gillis.

"**Interim Order**" means the interim order of the Court concerning the Arrangement made pursuant to subsection 291(2) of the BCBCA, providing for, among other things, advice and directions in connection with the Arrangement and the holding of the OFGI Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction prior to the Effective Time.

"**Management Agreements**" means, collectively, the Craig Skauge Employment Agreement, the Gillis Employment Agreement and the Revol Employment Agreement.

"**Management OFGI Subscribed Shares**" means the OFGI Shares to be subscribed for by each of the Executive Officers pursuant to the terms of this Plan of Arrangement, as more particularly set forth in Schedule "A" attached hereto.

"**OBI**" means Olympia Benefits Inc. a corporation existing under the laws of the Province of Alberta.

"**OFGI**" means Olympia Financial Group Inc., a corporation existing under the laws of the Province of British Columbia.

"**OFGI Meeting**" means the special meeting of OFGI Shareholders to be held to consider, among other matters: (A) the Arrangement Resolution; and (B) certain annual meeting matters, and any adjournment(s) or postponement(s) thereof.

"**OFGI Shareholders**" means holders of OFGI Shares from time to time.

"**OFGI Shares**" means the common shares in the capital of OFGI, as constituted on the date hereof.

"**OTC**" means Olympia Trust Company, a trust corporation existing under the laws of the Province of Alberta.

"**OTC Consideration Shares**" means the OTC Shares to be issued to Tarman pursuant to the terms of this Plan of Arrangement, which have an aggregate value of $64,847,000.

"**OTC Shares**" means the Class "A" common shares in the capital of OTC, as constituted on the date hereof.

"**Parties**" means OFGI, OTC, Tarman and each of the Executive Officers and "**Party**" means any one of them.

"**Person**" includes an individual, a partnership, a corporation, a trust, a joint venture, an unincorporated organization, a union, an indigenous group, an Authorized Authority or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.

"**Plan of Arrangement**" means this plan of arrangement, as supplemented, modified or amended from time to time in accordance with the terms of the Reorganization Agreement and the terms hereof or at the direction of the Court in the Final Order.

"**Reorganization Agreement**" means the reorganization agreement dated July 15, 2026 among OFGI, OTC, Tarman and the Executive Officers with respect to the Arrangement (including the Schedules thereto), as supplemented, modified or amended.

"**Revol Employment Agreement**" means the amended and restated employment agreement among Kelly Revol, as employee, and OTC and OFGI, dated July 1, 2018, as amended or supplemented and/or restated from time to time.

"**Revol Escrow Agreement**" means the escrow agreement to be entered into on the Effective Date amongst the Escrow Agent, OFGI, and Kelly Revol.

"**Section 85 Election**" has the meaning specified in Section 3.3.

"**Tarman**" means Tarman ATM Inc., a corporation existing under the laws of the Province of Alberta.

"**Tarman Agreement**" means the Amended and Restated Management Agreement dated October 1, 2020 between OFGI and Tarman.

"**Tarman Escrow Agreement**" means the escrow agreement dated to be entered into on the Effective Date amongst the Escrow Agent, OFGI, and Tarman.

"**Tarman OFGI Consideration Shares**" means the 433,493 OFGI Shares to be issued to Tarman pursuant to the terms of this Plan of Arrangement, which have an aggregate value of $44,847,000.

"**Tax Act**" means the *Income Tax Act*, RSC 1985, c 1 (5th Supp).

"**TSX**" means the Toronto Stock Exchange.

"**Withholding Taxes**" has the meaning ascribed thereto in Section 4.2 of this Plan of Arrangement.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into articles and sections is for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto" and "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number, etc.

Words importing the singular number include the plural and *vice versa*, and words importing the use of any gender include all genders. Where the word "including" or "includes" is used in this Plan of Arrangement, it means "including (or includes), without limitation".

1.4 Date for Any Action

If any date on which any action is required to be taken hereunder is not a Business Day, such action shall be taken on the next succeeding day that is a Business Day.

1.5 Time

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein are local time in Vancouver, British Columbia unless otherwise stipulated herein.

1.6 Currency

Unless otherwise indicated, all dollar amounts referred to in this Plan of Arrangement are in Canadian funds, unless otherwise indicated herein.

1.7 References to Legislation

References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

1.8 Governing Law

This Plan of Arrangement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein.

ARTICLE 2
THE REORGANIZATION AGREEMENT

2.1 Plan Pursuant to the Reorganization Agreement

This Plan of Arrangement is made pursuant to the Reorganization Agreement. If there is any inconsistency or conflict between the provisions of this Plan of Arrangement and the provisions of the Reorganization Agreement, the provisions of this Plan of Arrangement shall govern.

2.2 Binding Effect

This Plan of Arrangement and the Arrangement, shall become effective at, and be binding as and from, the Effective Time, on: (a) OFGI; (b) OTC; (c) OBI; (d) Tarman; (e) the Executive Officers; (f) all OFGI Shareholders; and (g) all other Persons, without any further act or formality required on the part of any Person except as expressly provided herein.

ARTICLE 3
PLAN OF ARRANGEMENT

3.1 Arrangement

Commencing at the Effective Time, each of the following steps, events or transactions set out in this Section 3.1 shall be deemed to occur sequentially as set out below in two minute intervals in the following order (or in such other manner, order or times as the Parties to the Reorganization Agreement may agree in writing) without any further act or formality required on the part of any Person, except as otherwise provided herein:

Assignment of Tarman Agreement and the Issuance of OTC Consideration Shares

(a) all of Tarman's right, title, estate and interest in and to the Tarman Agreement, and all benefit and advantage derived or to be derived therefrom, shall be, and shall be deemed to be, transferred and assigned by Tarman to OTC, for OTC to have and to hold the same for its sole use and benefit absolutely;

(b) OTC shall be bound by, observe and perform, carry out and fulfill any and all rights, duties, covenants, obligations, liabilities and agreements required to be observed and performed by Tarman under the terms of the Tarman Agreement, in place and stead of Tarman;

(c) in exchange for the transfer and assignment of the Tarman Agreement as set forth above, OTC shall issue the OTC Consideration Shares to Tarman, which shares shall be, and shall be deemed to be, duly authorized, validly issued, fully paid and non-assessable OTC Shares;

(d) Tarman shall be added to the register of holders of OTC Shares maintained by or on behalf of OTC in respect of the OTC Consideration Shares;

(e) pursuant to section 57(2) of the *Loan and Trust Corporations Act* (Alberta), the amount to be added to the capital account of OTC in respect of the OTC Consideration Shares is equal to the amount agreed upon by Tarman and OTC in the joint election made pursuant to section 85 of the Tax Act with respect to the Tarman Agreement;

Exchange for Tarman OFGI Consideration Shares and Cash Consideration

(f) following the transfer of the Tarman Agreement, all of the OTC Consideration Shares outstanding at the Effective Time shall be, and shall be deemed to be, transferred by Tarman to OFGI (free and clear of any Encumbrances), in exchange for the Tarman OFGI Consideration Shares, which shall be deemed to be duly authorized, validly issued and fully paid and non-assessable OFGI Shares, and OFGI shall pay to Tarman the applicable portion of the Cash Consideration as set forth in Schedule "A";

(g) Tarman shall cease to be a holder of the OTC Consideration Shares and to have any rights as a holder of OTC Consideration Shares, other than the right to receive the Tarman OFGI Consideration Shares, and the name of Tarman shall be removed from the register of holders of OTC Shares maintained by or on behalf of OTC;

(h) the register of holders of OTC Shares maintained by or on behalf of OTC shall be updated to include the OTC Consideration Shares transferred to, and in the name of, OFGI;

(i) the register of holders of OFGI Shares maintained by or on behalf of OFGI shall be updated to include the Tarman OFGI Consideration Shares issued to, and in the name of, Tarman;

(j) pursuant to section 72 of the BCBCA, the amount to be added to the capital account of OFGI in respect of the Tarman OFGI Consideration Shares is equal to the amount agreed upon by Tarman and OFGI in the joint election made pursuant to section 85 of the Tax Act with respect to OTC Consideration Shares, less the portion of the Cash Consideration payable to Tarman in accordance with Section 3.1(f);

Issuance to Management of Cash Consideration and Termination of Management Agreements

(k) in exchange for the termination and settlement of the Management Agreements, OTC shall pay the applicable portion of the Cash Consideration to each Executive Officer, in each case as more particularly set forth in Schedule "A" attached hereto, subject in each case to the directions to pay contemplated by Section 3.1(m);

(l) each of the Management Agreements shall be, and shall be deemed to be, terminated by the parties thereto, and all rights and obligations of each of the parties thereto, shall be extinguished and of no further force and effect;

Subscription for Management OFGI Subscribed Shares

(m) following the payment of the Cash Consideration, each Executive Officer will be deemed to have subscribed for the number of Management OFGI Subscribed Shares as set forth in Schedule "A" attached hereto by directing that OTC pay to OFGI the portion of their respective Cash Consideration as set forth in Schedule "A" attached hereto, provided that if the Cash Consideration is insufficient to cover the subscription price for such Management OFGI Subscribed Shares, each Executive Officer shall deliver the remaining portion of the subscription price to OFGI;

(n) the Management OFGI Subscribed Shares shall be, and shall be deemed to be, duly authorized, validly issued, fully paid and non-assessable OFGI Shares, and shall be subject in each case to the escrow provisions set forth in Section 4.1(c);

(o) the register of holders of OFGI Shares maintained by or on behalf of OFGI shall be updated to include the Management OFGI Subscribed Shares in the name of each of the Executive Officers, as more particularly set forth in Schedule "A";

(p) pursuant to section 72 of the BCBCA, the amount to be added to the capital account of OFGI in respect of the Management OFGI Subscribed Shares is equal to the issue price of the Management OFGI Subscribed Shares; and

Termination of Tarman Agreement

(q) the Tarman Agreement shall be, and shall be deemed to be, terminated by the parties thereto for nominal consideration and all rights and obligations of each of the parties thereto, shall be extinguished and of no further force and effect.

3.2 No Fractional Securities

No fractional OTC Shares or Tarman OFGI Shares shall be issued under the Arrangement. In the event that Tarman or an Executive Officer would otherwise be entitled to a fractional OTC Share or OFGI Share hereunder, such number of OTC Shares or OFGI Shares, as applicable, issuable to Tarman or the Executive Officer, as applicable, shall be rounded up to the next whole number of shares if the fractional entitlement is equal to or greater than 0.5 and if the fractional entitlement is less than 0.5, such shares shall, without any additional compensation, be rounded down to the next whole number of OTC Shares or OFGI Shares, as applicable.

3.3 Section 85 Election

For greater certainty, Tarman shall be entitled to make an income tax election pursuant to section 85 of the Tax Act (and the analogous provisions of any provincial legislation), with respect to each of the transfers of (a) the Tarman Agreement to OTC, and (b) the OTC Consideration Shares to OFGI, by providing OTC or OFGI, as applicable, with two copies of the duly completed election form within 90 days following the Effective Date (each, a "**Section 85 Election**"). Thereafter, subject to the applicable Section 85 Election form being correct and complete and complying with the provisions of the Tax Act (and the analogous provisions of any provincial legislation), such election form shall be signed by OTC or OFGI, as applicable, and returned to Tarman within 60 days after receipt thereof by OTC or OFGI, as applicable, for filing with the Canada Revenue Agency (or applicable provincial tax authority). OTC and OFGI shall not be responsible for the proper or accurate completion of any election form and, except for OTC's and OFGI's obligation to return duly completed Section 85 Election forms received by OTC or OFGI, as applicable, OTC and OFGI shall not be responsible for any taxes, interest or penalties resulting from the failure by Tarman to properly and accurately complete or file any election form in the form and manner and within the time prescribed by the Tax Act (or any applicable provincial legislation). In its sole discretion, OTC or OFGI, as applicable, may choose to sign and return an election form received by it more than 90 days following the Effective Date, but neither OTC nor OFGI shall have any obligation to do so. OTC and OFGI shall have no responsibility or liability in respect of any Section 85 Election other than the specific requirements contemplated in this Section 3.3.

ARTICLE 4
CERTIFICATES AND DELIVERY OF OTC CONSIDERATION SHARES, TARMAN OFGI CONSIDERATION SHARES AND MANAGEMENT OFGI SUBSCRIBED SHARES

4.1 Delivery of Consideration

(a) OTC shall, in accordance with Section 3.1(c), deliver a share certificate representing the OTC Consideration Shares to Tarman.

(b) Tarman shall, in accordance with Section 3.1(f), deliver the share certificate representing the OTC Consideration Shares, duly endorsed for transfer, to OFGI.

(c) OFGI shall, in accordance with Section 3.1(f), 3.1(k), 3.1(m) and 3.1(n)

(i) (A) deposit, or cause to be deposited, in escrow with the Escrow Agent a certificate representing, or other evidence regarding, 57,996 Tarman OFGI Consideration Shares, which certificate, or other evidence, shall be held, as of the Effective Time by the Escrow Agent on behalf of Tarman in accordance with the provisions of the Tarman Escrow Agreement; and (B) deliver, or cause to be delivered, a certificate representing, or other evidence regarding, 375,497 Tarman OFGI Consideration Shares to, or as directed by, Tarman;

(ii) (A) deposit, or cause to be deposited, in escrow with the Escrow Agent a certificate representing, or other evidence regarding, 14,499 Management OFGI Subscribed Shares issuable to Craig Skauge, which certificate, or other evidence, shall be held, as of the Effective Time by the Escrow Agent on behalf of Craig Skauge in accordance with the provisions of the Craig Escrow Agreement; and (B) deliver, or cause to be delivered, a certificate representing, or other evidence regarding, 4,833 Management OFGI Subscribed Shares issuable to Craig Skauge to, or as directed by, Craig Skauge;

(iii) (A) deposit, or cause to be deposited, in escrow with the Escrow Agent a certificate representing, or other evidence regarding, 10,053 Management OFGI Subscribed Shares issuable to Andrea Gillis, which certificate, or other evidence shall be held, as of the Effective Time by the Escrow Agent on behalf of Andrea Gillis, in accordance with the provisions of the Gillis Escrow Agreement; and (B) deliver, or cause to be delivered, a certificate representing, or other evidence regarding, 2,513 Management OFGI Subscribed Shares issuable to Andrea Gillis to, or as directed by, Andrea Gillis; and

(iv) (A) deposit, or cause to be deposited, in escrow with the Escrow Agent a certificate representing, or other evidence regarding, 12,373 Management OFGI Subscribed Shares issuable to Kelly Revol, which certificate, or other evidence, shall be held, as of the Effective Time by the Escrow Agent on behalf of Kelly Revol in accordance with the provisions of the Revol Escrow Agreement; and (B) deliver, or cause to be delivered, a certificate representing, or other evidence regarding, 3,093 Management OFGI Subscribed Shares issuable to Kelly Revol to, or as directed by, Kelly Revol.

4.2 Withholdings

OTC and OFGI shall be entitled to deduct or withhold from any amounts payable (including from any shares issuable) to Tarman or any of the Executive Officers pursuant to the Arrangement, such amounts as OTC or OFGI reasonably determines it is required to deduct or withhold with respect to such payment, issuance or transfer, as the case may be, under the Tax Act or any provision of federal, provincial, territorial, state, local or foreign tax law ("**Withholding Taxes**"). To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated, for all purposes hereof, as having been paid or delivered to Tarman or the Executive Officers, as applicable, provided that such deducted or withheld amounts (or net proceeds therefrom) are timely remitted to the appropriate Authorized Authority. If OTC is required to deduct or withhold in respect of an amount payable to Tarman, OTC is hereby authorized to request that Tarman provide a cash payment in an amount sufficient to cover any applicable withholding taxes to enable it to comply with all deduction or withholding requirements applicable to it. OFGI is hereby authorized to sell or otherwise dispose of any Tarman OFGI Consideration Shares or Management OFGI Subscribed Shares issuable pursuant to the Arrangement as is necessary to provide sufficient funds to OFGI to enable it to comply with all deduction or withholding requirements applicable to it. OFGI shall not be liable to Tarman or any of the Executive Officers for any deficiency in respect of any proceeds received, and OFGI shall notify Tarman or the Executive Officers, as applicable, thereof and remit to such Party any unapplied balance of the net proceeds.

4.3 No Encumbrances

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Encumbrances or other claims of third parties of any kind.

4.4 Paramountcy

From and after the Effective Time:

(a) this Plan of Arrangement shall take precedence and priority over any and all rights related to the Tarman Agreement prior to the Effective Time;

(b) other than any indemnities set forth in the Reorganization Agreement which survive completion of the Arrangement, the rights and obligations of OFGI, OTC and Tarman, the Executive Officers, and any trustee, escrow agent, transfer agent or other depositary therefor, shall be solely as provided for in this Plan of Arrangement; and

(c) all actions, causes of action, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to the Tarman Agreement shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 5
AMENDMENTS

5.1 Amendment of this Plan of Arrangement

(a) OFGI, OTC, Craig and Tarman may amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification or supplement must be: (i) set out in writing; (ii) approved by each of OFGI, OTC, Craig Skauge and Tarman, each acting reasonably; (iii) filed with the Court and, if made following the OFGI Meeting, approved by the Court; and (iv) communicated to the OFGI Shareholders, if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by any party to the Reorganization Agreement at any time prior to or at the OFGI Meeting (provided that the other parties, as applicable, shall have consented thereto in writing, acting reasonably) with or without any other prior notice or communication and, if so proposed and accepted by the Persons voting at the OFGI Meeting (other than as may be required by the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the OFGI Meeting shall be effective only: (i) if it is consented to in writing by each of OFGI, OTC, Craig Skauge and Tarman (in each case, acting reasonably); and (ii) if required by the Court, it is consented to by some or all of the OFGI Shareholders voting in the manner directed by the Court.

(d) This Plan of Arrangement may be amended, modified or supplemented following the Effective Time unilaterally by OFGI, provided that it concerns a matter which, in the reasonable opinion of OFGI, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not materially adverse to the economic interest of any holder of OFGI Shares.

ARTICLE 6
FURTHER ASSURANCES

6.1 Notwithstanding

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Reorganization Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.

SCHEDULE "A"

Party	Consideration	
	Cash Consideration	**OFGI Shares issued pursuant to the Arrangement**
Tarman	$20 million (less applicable withholding taxes) payable by OFGI on the Effective Date	Equivalent of $44.847 million in Tarman OFGI Consideration Shares
Craig Skauge	$12 million (less applicable withholding taxes) payable by OTC on the Effective Date(1)	Equivalent of $2 million in Management OFGI Subscribed Shares
Kelly Revol	$6.6 million(2)(3)	Equivalent of $1.6 million in Management OFGI Subscribed Shares
Andrea Gillis	$6.3 million(2)(4)	Equivalent of $1.3 million in Management OFGI Subscribed Shares

Notes:

(1) $2 million of the Cash Consideration payable to Craig Skauge shall be used to subscribe for the Management OFGI Subscribed Shares.

(2) Subject at all times to the provisions of section 3.6 of the Reorganization Agreement, the Cash Consideration payable to Andrea Gillis and Kelly Revol (excluding the portion directed to OFGI for payment of the Management OFGI Subscribed Shares) shall be paid by OTC in accordance with the following schedule:

AMOUNT	**PAYMENT DATE**
$1 million (less applicable withholding taxes)	Effective Date
$1 million (less applicable withholding taxes)	First anniversary of the Effective Date
$1 million (less applicable withholding taxes)	Second anniversary of the Effective Date
$1 million (less applicable withholding taxes)	Third anniversary of the Effective Date
$1 million (less applicable withholding taxes)	Fourth anniversary of the Effective Date

(3) $1.6 million of the Cash Consideration payable to Kelly Revol shall be used to subscribe for the Management OFGI Subscribed Shares.

(4) $1.3 million of the Cash Consideration payable to Andrea Gillis shall be used to subscribe for the Management OFGI Subscribed Shares.

SCHEDULE 8.1(e)
THIRD PARTY APPROVALS

1. Consent of the Minister of Finance (Alberta) to the issuance of the OTC Consideration Shares, Tarman OFGI Consideration Shares and Management OFGI Subscribed Shares as required by sections 56(4)(b) and 77 of the *Loan and Trust Corporations Act* (Alberta) and the Schedule A to the OFGI Articles.

2. Conditional approval of the TSX of the Arrangement, if required, and the listing of the Tarman OFGI Consideration Shares and Management OFGI Subscribed Shares issuable pursuant to the Arrangement on the TSX, subject only to customary conditions for such listing.