VOTING TRUST AGREEMENT

This voting trust agreement ("**Agreement**") dated _______________ ("**Effective Date**") between:

____
the "Shareholder") *and together with*

The persons listed in Schedule A
(collectively, the "**Shareholders**")

AND

THE FORT DISTILLERY LTD.
("Corporation")

AND
NATHAN FLIM,
in his capacity as Chief Executive Officer of the Corporation
("**Voting Trustee**")

BACKGROUND:

A. The Corporation has issued Shares in the capital stock of the Corporation to the Shareholders.
B. The Shareholders, the Voting Trustee, and the Corporation desire to enter into a voting trust agreement under, which the Voting Trustee is granted comprehensive voting rights regarding all the Shares, whether now existing or acquired in the future. The Voting Trustee has agreed to enter into this Agreement.
C. The Corporation joins in this Agreement to acknowledge and agree to be bound by its terms and conditions.
D. This Agreement applies only to Shares the Corporation issued through the Crowdfunding Raise.

The Shareholders, the Corporation, and the Voting Trustee agree as follows (the capitalized terms used in this Agreement, in addition to those above, being defined in section 4.1 (Definitions).

1. GRANT OF RIGHTS

1.1 **New Shareholders.** Before the Corporation issues any Shares to a new shareholder who was issued Shares under the Crowdfunding Raise, the new shareholder must become a Party to this Agreement. No transfer of Shares may be completed unless the recipient becomes a Party to this Agreement.

1.2 **Exception.** Any Person's class B common voting shares which were issued from the Corporation's treasury and not through the Crowdfunding Raise such shares are not subject to this Agreement.

1.3 **Transfer of Shares.**

(A) The Shareholder must assign its Shares to the Voting Trustee to be held by the Voting Trustee under the conditions of this Agreement.

(B) If the Corporation issues physical share certificates, then each Shareholder must deposit their Share certificates with the Voting Trustee.

(C) The Voting Trustee is authorized and directed to cause those transfers to be made and also to cause any further transfers of the Voting Trust Shares required.

(D) Following the transfer of Shares to the Voting Trustee, the Shares will become Voting Trust Shares.

1.4 **Voting Trust Certificates**. The Voting Trustee must issue the Shareholder a Voting Trust Certificate evidencing their beneficial ownership of the Shares held by the Voting Trustee. The Form of Voting Trust Certificate is in schedule B of this Agreement.

1.5 **Power of Attorney.** Each Shareholder appoints the Voting Trustee as its true and lawful attorney and agent, with full power of substitution, for that Shareholder, and in the Shareholder's name, to exercise all powers with respect to:

(A) the Voting Trustee Voting Rights as that Shareholder otherwise could exercise; and

(B) the execution and delivery, in the name of and on behalf of such Shareholder, of all documents necessary regarding any transaction requiring the execution and delivery, in the name of and on behalf of such Shareholder, of documents under applicable law or the constating documents of the Corporation or the Shareholders' Agreement to give effect to the transaction.

1.6 **Voting Trustee Voting Rights.** The Voting Trustee may make any decisions regarding matters of the Corporation that the Shareholder would otherwise have authority to do, including voting, consenting, approving, waiving, or ratifying. ("**Voting Trustee Voting Rights**"). The Voting Trustee Voting Rights extend to any rights the Shareholder may have or receive in the future by virtue of their ownership of Shares, the Corporation's constating documents or the Shareholder's Agreement. Each Shareholder grants the Voting Trustee the following rights, and the Voting Trustee must exercise these rights in accordance with this section and the terms of the Shareholder Agreement applicable to the Shareholder:

(A) the right to waive the annual requirement of the Corporation to appoint an auditor in accordance with the Act;

(B) the right to waive the annual requirement for the Board of Directors to produce and publish financial statements in accordance with the Act, or the yearly approval of such financial statements, as applicable;

(C) the right to approve any debt or equity financing of the Corporation which the Board of Directors has determined to be in the best interests of the Corporation, including:

(1) any changes to the rights and privileges of the Shares;

(2) any changes to the Corporation's constating documents or Shareholders' Agreement that the Board of Directors finds necessary to facilitate any debt or equity financing;

(3) the right to exercise all votes attached to the Voting Trust Shares at all shareholder meetings;

(4) the right to vote on any other matters that the shareholders may vote, consent, approve, waive or ratify to the extent that the Board of Directors has notified the Voting Trustee that shareholders have approved such matter with at least 50.1% of the Shares in the capital of the Corporation;

(D) the right to waive notice for shareholder meetings;

(E) the right to sign all resolutions of the Corporation's shareholders with respect to the Voting Trust Shares;

(F) the right to execute and deliver all documents, agreements, and certificates required for a transfer of any Voting Trust Shares; and

(G) the right to execute and deliver any amendment to the Shareholders Agreement on behalf of the shareholders as directed by written direction executed by Shareholders beneficially holding 50.0% or more of the Voting Trust Shares;

1.7 **Refusal to Exercise**. If the Voting Trustee does not receive directions as contemplated by section 1.6(G), it must abstain from voting or acting in respect of the Voting Trust Shares or any matter relating to the Corporation.

1.8 **Notice**. The Voting Trustee must keep the Shareholders reasonably informed as to all matters relating to the Corporation arising out of the exercise or the proposed exercise by the Voting Trustee of the rights set out in section 1.6.

1.9 **Exercise of Voting Rights**. The Voting Trustee must exercise all voting rights attaching to the Voting Trust Shares as provided in this Agreement without regard to the financial or other interests of any Shareholder.

1.10 **No Implied Duties.** Except as expressly provided in this Agreement, the Voting Trustee has no fiduciary duties or responsibilities under this Agreement or otherwise.

1.11 **Rights of the Voting Trustee**. The Voting Trustee may:

(A) rely upon any instructions, any judgment, court order or other judicial process, certification, demand, notice, deed, agreement, instrument, security or other writing (each being a "Document") delivered to it under this Agreement without being required to determine the:

(1) authenticity of any Document (whether the Document purports to be an original or a copy);

(2) due authorization, execution or delivery of any Document;

(3) correctness of any fact stated in any Document; or

(4) propriety or validity of the service of any Document;

(B) rely upon any signature believed by the Voting Trustee to be genuine;

(C) assume that the Person purporting to give any receipt or advice or make any statement or execute any Document in connection with the provisions of this Agreement has been duly authorized to do so;

(D) assume that any Party to this Agreement that is a representative of any Person which is an entity other than a natural person has full power and authority to instruct the Voting Trustee on behalf of that Person unless written notice to the contrary is delivered to the Voting Trustee;

(E) in its capacity as a trustee for the benefit of the Parties, seek advice and directions from a court having jurisdiction;

(F) commence or defend any action or proceeding for the determination of any claims arising against it in respect of this Agreement, including a suit or action in interpleader;

(G) subject to the approval of the majority of the Shareholders, retain at the Shareholders' joint and several expense any independent lawyer or other expert, and act on the opinion, advice or information obtained as a result, but is not bound to act upon that opinion, advice or information, and will not be held responsible for any Losses occasioned by so retaining or not retaining any independent lawyer or other expert or for so acting or not so acting, as the case may be; and

(H) subject to the approval of the Shareholders, employ any assistance that the Voting Trustee may determine to be necessary to properly discharge its duties under this Agreement, and pay, for the account of the Shareholders, jointly and severally, the fees, disbursements and other costs required for that assistance, including legal or other services.

1.12 **Indemnification of the Voting Trustee.** The Shareholders must jointly and severally indemnify the Voting Trustee for any Loss arising in connection with this Agreement and in connection with the Shares, except Losses incurred as a result of the Voting Trustee's reckless or wilful misconduct as admitted by the Voting Trustee or determined by a court of competent jurisdiction.

1.13 **Liability of the Voting Trustee.** The Voting Trustee is not liable for:

(A) any error of judgment in any act done or omitted;

(B) any mistake of fact or law; or

(C) anything which the Voting Trustee may do or refrain from doing in good faith.

1.14 **Dividends and Distributions.** Despite the grant to the Voting Trustee under section 1.6, the Shareholders may receive all cash and other property received or distributed in respect of or in exchange for any Voting Trust Shares. The beneficial ownership of the Voting Trust Shares remains with each Shareholder.

1.15 **Additional Shares, Share Conversions.** The provisions of this Agreement relating to the Voting Trust Shares also apply to:

(A) any voting securities into which the Voting Trust Shares may be converted, exchanged, changed, reclassified, redesignated, subdivided or consolidated;

(B) any voting securities that may be distributed on the Voting Trust Shares as a dividend or otherwise;

(C) any voting securities of the Corporation or of any successor corporation which may be received on or in respect of the Voting Trust Shares on a reorganization, amalgamation, consolidation or merger, statutory or otherwise; and

(collectively, "New Shares"). Upon the occurrence of any of the events listed in this section 1.15, the Shareholder must promptly deliver the certificates representing the New Shares to the Voting Trustee. The Voting Trustee must issue a replacement or additional Voting Trust Certificates, as the case may be, to represent the beneficial interest of the Shareholder in the New Shares, which will be Voting Trust Shares under this Agreement.

1.16 **Transfer/Encumbrance.** No Shareholder may transfer or pledge as security any Voting Trust Shares unless the transfer or pledge is in accordance with the terms of the Shareholders' Agreement and the transferee or pledgee agrees to enter into the participation agreement attached as schedule C before accepting the transfer or realizing on the pledge, as the case may be.

1.17 **Legend.** The Trustee must cause all Voting Trust Certificates to bear a legend, as set out below, giving notice that the Voting Trust Shares are subject to the terms and conditions of this Agreement.

> **"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF A VOTING TRUST AGREEMENT DATED ___________, 20__ AMONG THE CORPORATION, THE VOTING TRUSTEE, AND THE SHAREHOLDERS LISTED IN THE SCHEDULE A THERETO, AND ARE NOT TRANSFERABLE, NOR MAY THE SHARES BE ENCUMBERED IN ANY WAY, EXCEPT IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF SUCH AGREEMENT, A COPY OF WHICH IS ON FILE AND AVAILABLE FOR THE REVIEW OF SHAREHOLDERS AT THE REGISTERED OFFICE OF THE CORPORATION."**

1.18 **Lost Certificates.** If a Voting Trust Certificate is lost, stolen, mutilated, or destroyed, the Voting Trustee, at the Voting Trustee's sole discretion, may issue a duplicate of that certificate upon receipt of evidence of the loss or mutilation that is satisfactory to the Voting Trustee, and either:

(A) if the Voting Trust Certificate was lost, an indemnity satisfactory to the Voting Trustee; or

(B) the existing Voting Trust Certificate, if mutilated,

along with payment of the Voting Trustee's reasonable fees and expenses in connection with the issuance of a new Voting Trust Certificate.

1.19 **Acknowledgement; Corporation to Take Notice.** The Corporation acknowledges the terms of this Agreement and must commit an act or omission within its reasonable control which would be contrary to the terms of this Agreement. The Corporation must abide by this Agreement, and the Corporation must advise the chair of any meeting of shareholders of the Corporation of the provisions of this Agreement**.**

2. TERM

2.1 **Term of Agreement.** This Agreement commences on the Effective Date and continues in full force until:

(A) **21 years from the Effective Date, unless extended as provided by law;**

(B) **upon the dissolution or bankruptcy of the Corporation or the Corporation making an assignment under provisions of the Bankruptcy and Insolvency Act (Canada) or the Companies' Creditors Arrangement Act (Canada);**

(C) **upon the Corporation completing a public offering of shares through a prospectus, registration statement, or similar disclosure document that is filed and cleared with one or more securities regulatory authorities; or**

(D) **with the written consent of the Voting Trustee and the Corporation.**

2.2 **Successor Voting Trustee.** If the Voting Trustee becomes unable to perform the duties required under this Agreement or executes a written resignation, the Board of Directors must appoint a successor Voting Trustee.

2.3 **Appointment of the Voting Trustee.** The appointment of the Voting Trustee, or any successor trustee, as Voting Trustee under this Agreement terminates on the first of the following events:

(A) the Voting Trustee ceases to be an officer or director of the Corporation;

(B) the Voting Trustee dies or becomes mentally, physically or legally unable to perform the functions of the Voting Trustee under this Agreement as evidenced and determined by an independent medical expert or as determined by a final and definitive judgment granted by a court of competent jurisdiction;

(C) the Voting Trustee delivers to the Corporation and the other Parties to this Agreement a written resignation as Voting Trustee or compliance with section 2.4;

(D) the Voting Trustee is removed in accordance with section 2.5; or

(E) the Parties agree in writing to terminate this Agreement in accordance with section 2.1.

If any of the events listed in section 2.3 (A)- (D) occur, a successor Voting Trustee will be appointed by the a majority of the Shareholders beneficially holding no less than 50% of the votes attached to the Voting Trust Shares, and, if the requisite approval to appoint a successor Voting Trustee is not obtained within 30 days following the occurrence of that event, the board of directors of the Corporation may appoint a successor Voting Trustee, and if the board of directors of the Corporation do not appoint a successor Voting Trustee for any or no reason within 60 days following the occurrence of such event, any Shareholder may apply to any court of competent jurisdiction in the province of Alberta to appoint a successor Voting Trustee.

2.4 **Resignation of Voting Trustee.** The Voting Trustee may, at any time, resign and be discharged from all further obligations, duties and liabilities under this Agreement by giving each of the

Shareholders and the Corporation at least 7 Business Days' notice in writing of its intention to resign, or any shorter notice that the Shareholders and the Corporation may accept as sufficient.

2.5 **Removal of the Voting Trustee**. Shareholders beneficially holding no less than 66.67 of the votes attached to the Voting Trust Shares may remove the Voting Trustee by providing written notice specifying the effective date of the removal of the Voting Trustee to the Voting Trustee and the Corporation.

2.6 **Successor Voting Trustee**

(A) A successor Voting Trustee must agree in writing to be bound by and to comply with the provisions of this Agreement.

(B) An outgoing Voting Trustee will execute all documents and do all acts and things that may be reasonably required in order to vest a successor Voting Trustee with all of the responsibilities, obligations, duties and powers of a Voting Trustee under this Agreement.

(C) The Shareholders agree to do all acts and things and execute all documents necessary to give full force and effect to all of the provisions of this section 2.

2.7 **No Further Duties**. At the time the appointment of a Person as Voting Trustee is terminated, that Person will be discharged of and from all future duties and obligations arising in connection with this Agreement.

2.8 **Return of Shares**. Upon the termination of this Agreement, the Voting Trustee will reassign and deliver to each Shareholder the certificates representing its Voting Trust Shares, duly endorsed for transfer in the name of the Shareholder.

3. REPRESENTATIONS AND WARRANTIES

3.1 **Mutual Representations and Warranties.** Each Party represents and warrants as of the Effective Date that:

(A) **Existence.** If a Party is a corporation, it is incorporated and exists under the Laws of the jurisdictions of their respective incorporation and is in good standing under such respective jurisdictions.

(B) **Authority and Capacity.** They have the authority and capacity to enter into this Agreement.

(C) **Execution and Delivery.** They will sign and deliver this Agreement and take all required actions to authorize it.

(D) **Enforceability.** This Agreement constitutes a legal, valid, and binding obligation enforceable against the Parties according to its terms.

(E) **No Conflicts.** They are not under any restriction or obligation that the Party could reasonably expect might affect its performance of its obligations under this Agreement.

(F) **No Disputes or Proceedings.** No legal proceedings are pending, threatened, or foreseeable against either Party which would affect that Party's ability to complete its obligations under this Agreement.

(G) **No Bankruptcy.** They have not taken or authorized any proceedings related to that Party's bankruptcy, insolvency, liquidation, dissolution, or winding up.

(H) **No Consent Required.** No consent of a governmental authority or third party is required for execution and delivery by such Party of this Agreement.

(I) **No Breach.** If a Party is a corporation, the execution, delivery, and performance of its obligations under this Agreement do not and will not breach or result in a default under:

(1) its articles, by-laws, or any unanimous shareholder's agreement;

(2) any Law to which it is subject;

(3) any judgment, order, or decree of any Governmental Authority to which it is subject; or

(4) any agreement to which it is a Party or by which it is bound.

3.2 **Representations and Warranties of the Shareholders.** Each Shareholder represents and warrants as of the Effective Date:

(A) **Resident.** It is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).

(B) **Shares in Corporate Shareholder.** If the Shareholder is a Corporate Shareholder, it has a good and marketable title to the securities, free of all encumbrances and rights of other Persons.

(C) **Third Party Rights.** No Person has any agreement or option or any right or privilege (whether by law, pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase of any of the Shareholders securities referred to in section 3.2 (A).

3.3 **Representations and Warranties Continuously Given.** All representations and warranties of the Parties contained in this Agreement are deemed to be continuously given during the term of this Agreement.

4. GENERAL

4.1 **Definitions.** In this Agreement:

(A) **“Act”** means the Business Corporations Act of Alberta.

(B) **"Board of Directors"** means the directors of the Corporation.

(C) **"Corporation"** means The Fort Distillery Ltd.

(D) **“Corporate Shareholder”** means any Shareholder who is a corporation and not a natural person.

(E) **“Crowdfunding Raise”** means the Corporation’s capital raise through a third-party funder through such third party’s website under which there is an offer or sale of equity of securities, involving or relating to direct or indirect interests, or any combination of direct or indirect interests with the intent of being exempt from relevant registration requirements and applicable laws.

(F) **“Effective Date”** means the date outlined at the top of page 1.

(G) **“Loss”** means any loss, including damages, expenses, fines, actions, and all reasonable professional fees, but excluding loss of profits and consequential damages.

(H) **“Party”** means the Shareholder or the Voting Trustee, or the Corporation, or collectively the **“Parties”.**

(I) **“Person”** means:

(1) a natural person, whether acting in their capacity or their capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;

(2) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, or any other organization or entity of any kind; and

(3) a governmental authority.

(J) **“Shares”** means the Class B common voting shares in the capital of the Corporation.

(K) **"Shareholders”** is defined at the top of this Agreement and includes any Person who, after the Effective Date, becomes a party to this Agreement, specifically any Person who received the Shares through the Crowdfunding Raise.

(L) **“Shareholder Agreement”** means the unanimous shareholders agreement made first on January 1, 2022, and as may be amended, restated, or supplemented from time to time thereafter, between all shareholders of the Corporation’s shares (including the Shareholders and Shares subject under this Agreement.).

(M) **“Voting Trust Shares**” means the Shares that have been transferred to the Voting Trustee.

(N) **"Voting Trustee "** means Nathan Flim, who will be granted the rights transferred to them from the Shareholder and includes any successor Voting Trustee.

(O) **“Voting Trustee Certificate”** means the certificate that proves a Shareholder's beneficial ownership of the Shares held by the Voting Trustee.

(P) **"Voting Trustee Rights"** is defined in section 1.6.

4.2 **Definitions in Shareholder Agreement.** Capitalized terms used in this Agreement and defined in the Shareholder Agreement have the same meanings as in the Shareholder Agreement unless otherwise defined or unless the context otherwise requires.

4.3 **Certain Rules of Interpretation**

(A) **Affiliates.** Whenever the term Corporation is used in this Agreement, when applicable, it includes its Affiliates.

(B) **Number and Gender.** Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

(C) **Headings**. Headings are for convenience only and do not affect the interpretations of this Agreement.

(D) **Including.** Unless the context requires otherwise, the term "including" means "including but not limited to."

(E) **Internal References.** References in this Agreement to sections and other subdivisions are to those parts of this Agreement.

(F) **Construction of Terms.** The Parties have each participated in settling the terms of this Agreement. Any rule of legal interpretation stating that any ambiguity is to be resolved against the drafting Party will not apply in interpreting this Agreement.

4.4 **Notices**

(A) A notice or other communication under this Agreement is effective if it is in writing and received by the Party to which it is addressed. It is considered received as follows:

(1) If a paper copy is delivered by a delivery organization that allows users to track deliveries upon receipt as stated in the tracking system;

(2) If a paper copy is delivered by other means when the intended recipient or a representative of the intended recipient signs for it;

(3) If it is delivered by email, when the intended recipient acknowledges by notice in accordance with this section 4.4 (but without need for further acknowledgment) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgment of a message for purposes of this section 4.4; and

(4) If the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(B) The Parties relevant addresses are listed at the bottom of this Agreement.

4.5 **Governing Law**

(A) **Governing Law.** Alberta and applicable Canadian federal law apply to all matters arising under or relating to this Agreement without regard to any choice-of-law rules that might direct the application of another jurisdiction's laws.

(B) **Designation of Forum.** Any Party bringing a legal action or proceeding against the other Party arising out of or relating to this Agreement must bring the legal action or proceeding in the courts of Alberta.

(C) **Submission to Jurisdiction.** Each Party to this Agreement submits to the exclusive jurisdiction of the courts of Alberta and its appellate courts for all legal actions and proceedings arising out of or relating to this Agreement.

(D) **Legislation.** Any reference to legislation includes the legislation and its relevant regulations, which are amended or re-enacted periodically.

4.6 **Time.** Time is of the essence.

4.7 **Amendment.** This Agreement may only be amended by a written document signed by the Parties.

4.8 **Entire Agreement.** This Agreement represents the entire agreement between the Parties. It cannot be changed except by a written agreement signed by the Parties.

4.9 **Binding Agreement.** This Agreement binds and benefits each Party, including their respective successors and permitted assigns.

4.10 **Assignment.** Neither Party may assign this Agreement without the other Party's written consent, which must not be unreasonably withheld. Corporation A may not delegate any responsibility arising from this Agreement with Corporation A's prior written consent. Corporation A entering into contracts with subcontractors is not considered an assignment.

4.11 **Waiver.** A Party's failure or neglect to enforce any of its rights under this Agreement is not considered a waiver of that Party's rights.

4.12 **Expiry of Time Period.** In this Agreement, if any period ends on a day other than a Business Day, it will be extended to the following Business Day.

4.13 **Additional Documents.** At the other Party's written request, each Party must provide the requesting Party, or sign for the requesting Party, any additional documents required to consummate the transactions contemplated by this Agreement.

4.14 **Severability.** If a court, for any reason, holds a provision of this Agreement to be unenforceable, the rest remains fully enforceable.

4.15 **Payment of Costs.** Each Party is responsible for all costs, including legal fees and expenses, incurred in negotiating and preparing this Agreement.

4.16 **Acknowledgement—Independent Legal Advice.** The Shareholder acknowledges that:

(A) it has received or had the opportunity to obtain independent legal advice from its lawyer regarding the terms of this Agreement before its execution; and

(B) it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

4.17 **Counterparts.** This Agreement may be signed in counterparts, each considered an original, but all constitute a single instrument and may be delivered electronically.

4.18 **Schedules.** The following attached schedules form part of this Agreement:

(A) **Schedule A: Shareholders**

(B) **Schedule B:** Form of Voting Trust Certificate

(C) **Schedule C:** Participation Agreement

This Agreement is effective as of the Effective Date shown at the top of the first page, even if any signatures are made after that date.

Shareholder

____
By:

Address: ____

Email Address:____

Voting Trustee

____
By: Nathan Flim

The Fort Distillery Ltd.

____
By: Nathan Flim, President

Address: Unit 128, 8818 – 111 Street, Fort Saskatchewan, Alberta T8L 3T4

Email Address: nathan@thefortdistillery.com

SCHEDULE A

SHAREHOLDERS

#	NAME OF SHAREHOLDER	NUMBER AND CLASS OF SHARES

SCHEDULE B

FORM OF VOTING TRUST CERTIFICATE

Voting Trust Certificate

This certificate is issued under the terms of a voting trust agreement dated __________ (the "**Agreement**"), made between the undersigned shareholder (the "**Shareholder**") and the undersigned voting trustee (the "**Voting Trustee**"). Both this certificate and the Voting Trust Shares it represents are subject to all the terms and conditions of the Agreement.

Capitalized terms used in this certificate and not otherwise defined have the meanings given to those terms in the Agreement.

This certifies that ____ (the "**Shareholder**") is the beneficial owner of ______________ fully paid Voting Trust Shares and may receive immediate payment by the Voting Trustee of the dividends and distributions, if any, paid to or collected by the Voting Trustee upon those Voting Trust Shares, subject to the Agreement.

This certificate is transferable by the Shareholder, either in person or by duly authorized attorney, to a different beneficial holder of the Voting Trust Shares set out above only on the books kept for that purpose by the Voting Trustee, according to rules established for that purpose by the Voting Trustee. Until transferred, the Voting Trustee may treat the Shareholder as the holder of this certificate for all purposes.

The Voting Trustee has executed and delivered this certificate as of the Effective Date.

Voting Trustee

Per: _________________________________

Name: Nathaniel Flim

Countersigned by the Shareholder below on ___________________.

Shareholder

Per: _________________________________

Name (if not an individual):

Title (if not an individual):

SCHEDULE C
PARTICIPATION AGREEMENT

TO: ALL PARTIES WHO ARE NOW OR BECOME BOUND BY THE VOTING TRUST AGREEMENT

BY: ____
(the "**New Shareholder**")
DATED: ____

BACKGROUND:
A. The Fort Distillery Ltd. (the "**Corporation**"), Nathaniel Flim as "Voting Trustee" and the New Shareholder entered into a Voting Trust Agreement dated _________________ (the "**VTA**").
B. Under the terms of the VTA, the Corporation cannot permit the New Shareholder to convert or acquire voting securities in the capital of the Corporation unless the New Shareholder enters into this participation agreement (this "**Participation Agreement**").
C. The New Shareholder wishes to become a party to the VTA and to be bound to each of the existing and future parties to the VTA by all the applicable terms and conditions of the VTA in the same manner as if the New Shareholder was an original party to the VTA.

IN CONSIDERATION OF the transfer or issuance of common shares of the Corporation to the New Shareholder, the New Shareholder agrees as follows:

1) Defined Terms. Capitalized terms used but not defined in this Agreement have the meanings given to those terms in the VTA.
2) Agreement to be Bound. The New Shareholder agrees to be bound by all the applicable terms and conditions provided for in the VTA in the same manner as if the New Shareholder was an original party to the VTA, which had duly executed and delivered the VTA.

The New Shareholder's address for the giving of any Communication is as follows:

____

The New Shareholder is the legal and beneficial owner of _________________ Voting Trust Shares.
The provisions of the VTA regarding governing law, submission to jurisdiction, severability, counterparts and electronic signatures and delivery, as well as the VTA's provisions with respect to independent legal advice, also apply to this Agreement. The New Shareholder acknowledges that having been provided with a complete copy of the VTA before executing this Agreement.
The New Shareholder has signed this Agreement as of the date above.

If the New Shareholder is a natural person:

____
Print Name:

If the New Shareholder is a corporation: Corporation Name: _______________________

By: ____
Print Name:
Print Title: