

March 5, 2020

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VIA E-MAIL

File 00001.00007

The Bank of Nova Scotia Trust Company
130 King Street West, 20th Floor
Toronto, Ontario
M5X 1K1
Attention: Randy Reid

Dear Randy:

Re: Estate of Mary E. Stillman

We acknowledge receipt of The Bank of Nova Scotia Trust Company ("Scotia") proposed revised Compensation Agreement for the Trust Services (the "Agreement") provided to the Trust established by the last will of Mary E. Stillman (the "Trust") which you provided to us on February 18, 2020.

We attended a meeting of the Finance Committee of Belmont House with representatives of Community Living Ontario participating by conference call, on February 18, 2020. At that meeting we discussed the service that had been provided to date by Scotia as well as the change in investment strategy that had been taken by Scotia without advising the beneficiaries of the Trust or obtaining their input on such a change. The Trust funds are now managed through a pooling arrangement, with no personalized service. In essence, the Trust has gone from a tailored, bespoke type of investing to essentially a plain vanilla pooled fund with no specific consideration of the nature of the Trust. Such a change in level of service should result in a considerable reduction in fees.

In addition, the Trust incurred approximately \$100,000.00 in fees paid to Scotia to make this conversion, which the beneficiaries do not see as being in the best interest of the Trust or its beneficiaries.

The beneficiaries are in agreement that the compensation for this type of investing should be significantly reduced from that previously paid. As structured, there is very little for Scotia to do other than maintain what will now be very simplified accounts and calculate the amount to be distributed to the beneficiaries in accordance with the Court's direction.

The beneficiaries have reviewed the Agreement and propose the following:

1. The Care and Management fee shall be 0.40% based on the average market value of the Trust for the quarter for which such fees are paid;
2. The Care and Management fee shall be payable out of the Trust quarterly and shall be charged 100 % from Capital and will be subject to HST;
3. This arrangement will be effective as of January 1, 2020 and will be reviewed after 3 years being December 31, 2022;
4. The Agreement will be amended to provide that Scotia will not undertake any "Special Services" or any "Special Projects" as described in the Agreement, without the prior approval of the beneficiaries of the Trust; and
5. Scotia will agree to meet with the beneficiaries at least annually.

Both beneficiaries have considered this proposal carefully and believe that it better reflects fair and reasonable compensation for the services now being provided by Scotia.

We look forward to receiving a revised Compensation Agreement incorporating these terms.

Yours truly,

WeirFoulds LLP



Lori M. Duffy

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