April 15, 2021

Dream Impact Trust (the "**Trust**")
Suite 301
State Street Financial Centre
30 Adelaide Street East
Toronto, Ontario
M5C 3H1

\- and –

Dream Impact Master LP (the "**Partnership**")
Suite 301
State Street Financial Centre
30 Adelaide Street East
Toronto, Ontario
M5C 3H1

Attention: Mr. Amar Bhalla
Chair, Board of Trustees of Dream Impact Trust
Director, Dream Impact Master GP Inc.

Dear Amar

Amended and Restated Management Agreement dated April 15, 2021 (the "Management Agreement") between Dream Asset Management Corporation ("DAM"), the Trust and the Partnership

Reference is made to the Management Agreement pursuant to which the Partnership has agreed to pay certain Management Fees (as defined in the Management Agreement) on a monthly basis to DAM in consideration for the services contemplated by the Management Agreement. Terms used in this letter agreement ("**Agreement**") with initial capitals which are not defined in this Agreement are used with the meaning ascribed to such terms in the Management Agreement.

This letter confirms our agreement that effective for the period from January 1, 2021 until December 31, 2023, the Partnership will satisfy its obligation in respect of the payment of Management Fees plus applicable taxes pursuant to the Management Agreement by the delivery of units ("**Units**") of the Trust, with the number of Units to be delivered to be determined by

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dividing the amount of the Management Fees plus applicable taxes payable by the net asset value per Unit as determined by the Trust and reported in the Trust's most recently filed annual management discussion & analysis ("**NAV per Unit**") prior to the date of issuance and delivery of the Units, rounded down to the nearest whole number.

The Trust agrees to issue an aggregate of up to 5,000,000 Units to DAM in consideration for a cash purchase price equal to the then applicable NAV per Unit. It is the current practice of the Partnership to settle the payment of Management Fees pursuant to the Management Agreement on a quarterly basis on March 31, June 30, September 30 and December 31 of each year. Units shall be issued as directed by the Partnership by notice to the Trust, on a quarterly basis. The first issuance of Units in accordance with this Agreement shall be in respect of the quarter ended March 31, 2021 and the last issuance of Units in accordance with this Agreement shall be in respect of the quarter ended December 31, 2023.

Performance of the parties' obligations under this Agreement is subject to:

(a) approval of the TSX of the additional listing of up to 5,000,000 Units to be issued to DAM in accordance with the terms of this Agreement; and

(b) approval by a simple majority of the votes cast by unitholders of the Trust represented in person or by proxy at the meeting of unitholders of the Trust to be held on June 7, 2021, excluding the votes cast by DAM, its affiliates and any other unitholder required to be excluded from such approval in accordance with the requirements of the TSX.

If the approvals contemplated by clauses (a) and (b) above are not obtained prior to June 30, 2021 this agreement shall automatically terminate and be of no further force or effect and the obligations of DAM, the Partnership and the Trust under the Management Agreement shall continue unamended.

Sincerely,

DREAM ASSET MANAGEMENT CORPORATION

By: ***"Deborah Starkman***
Name: Deborah Starkman
Title: Chief Financial Officer

The foregoing is acknowledged and agreed as of the date first written above.

DREAM IMPACT MASTER LP by its general partner, **DREAM IMPACT MASTER GP INC.**

By: ***"Amar Bhalla"***
Name: Amar Bhalla
Title: Director

DREAM IMPACT TRUST

By: ***"Amar Bhalla"***
Name: Amar Bhalla
Title: Trustee

[Letter agreement dated April 15, 2021 between Dream Asset Management Corporation, Dream Impact Master LP and Dream Impact Trust]