April 17, 2024

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

Second Amended and Restated Management Agreement dated February 13, 2023 (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. Capitalized terms used in this letter agreement (“**Agreement**”) which are not defined in this Agreement have the meaning ascribed to such terms in the Management Agreement.

This letter confirms our agreement that:

(i) For the period from January 1, 2024 until December 31, 2024, the Partnership will satisfy its obligations in respect of the payment of Base Management Fees and Acquisition Fees, inclusive of applicable taxes, pursuant to the Management Agreement, by the delivery of 550,000 units (“**2024 Units**”) of the Trust to DAM.

(ii) The Trust agrees to issue to the Partnership, or as it may otherwise direct, the 2024 Units in consideration for a subscription price per Unit equal to equal to the aggregate Base Management Fees and Acquisition Fees payable in respect of the period from January 1, 2024 to December 31, 2024 (inclusive of taxes) divided by 550,000. The subscription price for the 2024 Units shall be paid and satisfied by the Partnership recording an additional capital contribution by the Trust to the Partnership in an amount equal to the aggregate subscription price payable for the 2024 Units.

(iii) The Partnership hereby directs the Trust to issue the 2024 Units to DAM or as it may otherwise direct. The 2024 Units shall be issued to DAM (or as it may otherwise direct) on a quarterly basis, within 90 days following the end of the quarter to which the applicable Base Management Fees and Acquisition Fees relate (the "**2024 Last Issuance Date**").

(iv) At any time prior to the 2024 Last Issuance Date and assuming the Agreement is not earlier terminated, the Trust shall have the right to request that this Agreement be extended to cover the Base Management Fees and Acquisition Fees payable in respect of the period from January 1, 2025 to December 31, 2025 (the "**First Extension Option**"). If each of Master LP and DAM agree to such request, or if they fail to decline such request within 10 business of receipt thereof, this Agreement shall be automatically extended upon the following terms and conditions:

a. For the period from January 1, 2025 until December 31, 2025, the Partnership will satisfy its obligations in respect of the payment of Base Management Fees and Acquisition Fees, inclusive of applicable taxes pursuant to the Management Agreement, by the delivery of 600,000 units ("**2025 Units**") of the Trust to DAM.

b. The Trust agrees to issue to the Partnership, or as it may otherwise direct, the 2025 Units in consideration for a subscription price per Unit equal to equal to the aggregate Base Management Fees and Acquisition Fees payable in respect of the period from January 1, 2025 to December 31, 2025 (inclusive of taxes) divided by 600,000. The subscription price for the 2025 Units shall be paid and satisfied by the Partnership recording an additional capital contribution by the Trust to the Partnership in an amount equal to the aggregate subscription price payable for the 2025 Units.

c. The Partnership hereby directs the Trust to issue the 2025 Units to DAM or as it may otherwise direct. The 2025 Units shall be issued to DAM (or as it may otherwise direct) on a quarterly basis, within 90 days of the end of the quarter to which the applicable Base Management Fees and Acquisition Fees relate (the "**2025 Last Issuance Date**").

If the First Extension Option is not exercised and agreed by the 2024 Last Issuance Date or if DAM or Master LP decline the request in respect of the First Extension Option, this Agreement shall terminate effective after the 2024 Last Issuance Date.

(v) If the First Extension Option is exercised and agreed, then at any time after the exercise of the First Extension Option and prior to the 2025 Last Issuance Date and assuming the Agreement is not earlier terminated, the Trust shall have the right to request that this Agreement be extended to cover the Base Management Fees and Acquisition Fees payable in respect of the period from January 1, 2026 to December 31, 2026 (the "**Second Extension Option**"). If each of Master LP and DAM agree to such request, or if they fail to decline such request within 10 business of receipt thereof, this Agreement shall be automatically extended upon the following terms and conditions:

a. For the period from January 1, 2026 until December 31, 2026, the Partnership will satisfy its obligations in respect of the payment of Base Management Fees and Acquisition Fees, inclusive of applicable taxes pursuant to the Management Agreement, by the delivery of 650,000 units ("**2026 Units**") of the Trust to DAM.

b. The Trust agrees to issue to the Partnership, or as it may otherwise direct the 2025 Units in consideration for a subscription price per Unit equal to equal to the aggregate Base Management Fees and Acquisition Fees payable in respect of the period from January 1, 2026 to December 31, 2026 (inclusive of taxes) divided by 650,000. The subscription price for the 2026 Units shall be paid and satisfied by the Partnership recording an additional capital contribution by the Trust to the Partnership in an amount equal to the aggregate subscription price payable for the 2026 Units.

c. The Partnership hereby directs the Trust to issue the 2026 Units to DAM or as it may otherwise direct. The 2026 Units shall be issued to DAM (or as it may otherwise direct) on a quarterly basis, within 90 days of the end of the quarter to which the applicable Base Management Fees and Acquisition Fees relate.

If the Second Extension Option is not exercised and agreed by the 2025 Last Issuance Date or if DAM or Master LP decline the request in respect of the Second Extension Option, this Agreement shall terminate effective after the 2025 Last Issuance Date.

(vi) The first issuance of Units in accordance with this Agreement shall be in respect of the quarter ended March 31, 2024 and the last issuance of Units in accordance with this Agreement shall be (i) in respect of the quarter ended December 31, 2024, if the First Extension Option is not exercised; (ii) in respect of the quarter ended December 31, 2025, if the First Extension Option is exercised and agreed, but the Second Extension

Option is not exercised and agreed; and (iii) in respect of the quarter ended December 31, 2026, if both Extension Options are exercised and agreed. This Agreement shall automatically terminate after the last issuance of Units hereunder.

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

(A) approval of the TSX of the additional listing of 1,800,000 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 12, 2024, 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, 2024 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.

Any of the Trust, the Partnership or DAM may terminate this Agreement at any time effective upon 90 days' prior written notice of termination to the other parties without payment of any termination fee.

Sincerely,

DREAM ASSET MANAGEMENT CORPORATION

By: ***"Meaghan Peloso"***
Name: Meaghan Peloso
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