



Wealth Management
Estate & Trust Services

**POWER OF ATTORNEY
FEE AGREEMENT**

ROYAL TRUST CORPORATION OF CANADA

I, _____, agree that the compensation to be paid to Royal Trust Corporation of Canada ("Royal Trust") for its services as my attorney appointed pursuant to my Power of Attorney (the "Power of Attorney") will be as follows:

SET UP FEES

On Royal Trust beginning to act under the Power of Attorney, for the collection and consolidation of my assets, attending to notifications and preparing a plan for managing my affairs, an amount shall be charged at the applicable rate set out below, payable on the total amount of my assets, but excluding the value of all assets held in an account with a RBC member company, subject to a minimum fee of \$10,000.00.

On the first \$ 3,000,000	2.0 %
On the next \$ 2,000,000	1.0 %
On the balance	0.5 %

FIDUCIARY SERVICES

For fiduciary services under the Power of Attorney, the account shall be charged an annual fee calculated in accordance with the tiered rates set out for Option A below, payable monthly, based on the market value of assets held under administration at the end of the previous month. I understand and agree that the applicable rate that my account will be charged shall be determined based on the market value of my account at the time that Royal Trust begins to act. Depending on the asset size of the account, a minimum fee may be applied.

	Option A	Option B
	RBC Affiliated Company	External Investment Advisor/Manager
On the first \$ 2,000,000	0.70 %	1.00 %
On the next \$ 3,000,000	0.45 %	0.65 %
On the next \$ 10,000,000	0.35 %	0.50 %
On the next \$ 50,000,000	0.25 %	0.35 %
On the next \$ 100,000,000	0.15 %	0.10 %
On the balance	0.05 %	0.05 %

I have directed or requested that an investment advisor or manager shall manage or continue to manage the investments of my account. It is acknowledged and agreed that the fees payable to any investment advisor or manager shall be in accordance with that investment advisor or manager's usual rates, in addition to those set out in this fee agreement. Further, this fee agreement represents fees chargeable for fiduciary services, and oversight of asset management, by Royal Trust only. Royal Trust will be reimbursed from my account for any out of pocket expenses incurred in relation to the provision of such investment advisory and investment management services. If Royal Trust is required to provide investment management services at the time it begins to act under the Power of Attorney, I acknowledge and agree that Royal Trust may charge investment management fees, at the usual rates charged by Royal Trust at the applicable time, in addition to the fiduciary fees set out above. If the investments of the account are managed by an investment advisor who is not employed by an entity affiliated with Royal Trust at the time Royal Trust begins to act, the annual fee will be calculated in accordance with the tiered rates in Option B above.

TAX SERVICES

For tax return preparation services, a fee based on Royal Trust's scale of fees for such services in effect from time to time will be charged.

SPECIAL FEES

The above fees do not include any special fee connected with any exceptional effort required to administer my assets under the Power of Attorney. Circumstances where a special fee may be charged include, but are not limited to, litigation directly or indirectly involving the attorney and the property under administration or litigation otherwise on my behalf, or exceptional services provided or responsibilities undertaken by Royal Trust in connection with the management or sale of real estate, business interests, foreign assets or other unusual assets. Any special fee will be based on the additional time, effort and responsibility in dealing with these matters, at current hourly rates.

OUT OF POCKET EXPENSES

In addition to its compensation for its services, Royal Trust will be reimbursed from my assets, or shall be entitled to pay directly therefrom, for all legal fees, costs (judicial or not) and disbursements, other charges and reasonable out-of-pocket expenses, including but not limited to investment advisory fees and management fees (subject to any such fees set out in this agreement), or property management fees, if any, incurred by Royal Trust in the administration of my Power of Attorney. For greater certainty, despite anything to the contrary in the Power of Attorney, any such fees paid shall not be taken into account in determining Royal Trust's compensation as stipulated by this agreement but is to be in addition thereto, notwithstanding that Royal Trust may directly or indirectly benefit by such fees being paid, unless Royal Trust has agreed otherwise regarding such compensation, and in particular, with respect to investment advisory and asset management fees.

PAYMENT OF FEES

The above fees shall take effect when Royal Trust commences to act as my attorney. I agree that Royal Trust shall be entitled to take the fees contained in this agreement from the assets under its management, and shall be paid in priority to all other claims for fees and expenses. The fees shall be payable monthly or at such frequency as Royal Trust considers reasonable.

I also acknowledge and agree that the payment of the above fees to which Royal Trust is entitled under this agreement does not include any applicable taxes, whether federal or provincial, including but not limited to goods and services tax, and harmonized sales tax, which shall be an additional charge to the account.

ASSETS PLACED ON DEPOSIT

I acknowledge and agree that Royal Trust may deposit any of my assets including cash, in or with Royal Trust, any financial institution affiliated or related to Royal Trust or any agent of or advisor to Royal Trust (collectively, "Authorized Depositories") notwithstanding that any of the Authorized Depositories may benefit therefrom, and the Authorized Depositories shall not be required to account for, or to give up, any such benefit. In particular, it shall not be improper for Royal Trust to deposit moneys with, or give custody of the assets of my account to Royal Trust or any Authorized Depositories, notwithstanding any benefit realized as a result, including retaining a profit in excess of interest paid (if any) on, or fees payable to any affiliated or related companies in respect of, such deposit or custody arrangement.

SUCCESSORS

This agreement is binding on and operates to the benefit of Royal Trust and its successors and assigns and is also binding on and operates to the benefit of me and my estate, heirs, personal representatives, successors, and assigns. Any trust company resulting from the merger or amalgamation of Royal Trust with one or more trust companies and any trust company which succeeds to substantially all of the trust business of Royal Trust shall thereupon become the successor of Royal Trust hereunder without further act or formality. Royal Trust may assign its rights and obligations under this agreement to an affiliate qualified to provide similar service without prior written consent.

AGREEMENT

This fee agreement including any schedules attached to it and any written amendments to any of these documents executed from time to time constitute the entire agreement.

HEADINGS

The headings used in this agreement are for convenience only and are not to be considered a part of this agreement and do not in any way limit or amplify the terms and provisions in this agreement.

LANGUAGE

The parties hereto have expressly requested that this agreement and all documents relating thereto be drawn up in the English language. Les parties aux présentes ont expressément demandé que cette convention et tous les documents qui s'y rapportent soient rédigés en langue anglaise.

Dated this _____ day of _____, 20_____

Client's Signature: _____

Print Name:

ROYAL TRUST CORPORATION OF CANADA

By: _____

Print Name: _____