



## **Power of Attorney Fee Schedule**

I, \_\_\_\_\_, agree that where Heritage Trust Company Inc. ("Heritage Trust") has acted as my attorney as appointed in my Power of Attorney dated \_\_\_\_\_, Heritage Trust will be entitled to receive compensation for its services in the administration of my assets and I agree that the compensation paid to the Attorney will be as follows:

### **1. Activation/Account Set-Up Fee**

An activation/account set-up fee will be payable equal to 1.5% on the first \$1,000,000.00 and 1% on the balance of the market value of my assets. The minimum activation fee is \$5000 and the maximum activation fee is \$20,000. Where Heritage Trust is also the appointed Executor of my estate, I understand the Executor's fee will be reduced by 15% to a maximum reduction of \$5,000.

### **2. Annual Attorney Fee**

An annual Attorney fee equal to 0.5% of the market value of my assets, including cash on hand, will be payable in quarterly instalments calculated at the end of each quarter. This fee is subject to a minimum annual fee of \$5000.

Commencing five years after my incapacity, Heritage Trust may change the fees to a percentage fee that is reasonably similar to fees charged by Heritage Trust to others at that time.

### **3. Distribution Fee**

On each distribution of any capital of the Trust, a distribution fee equal to 1.5% of the market value of the assets distributed from the Trust will be payable.

### **4. Director Fees**

Set-up fee of \$2,500.00 per company. Annual minimum fee is the greater of \$2,500.00 or an hourly rate of \$250, from the date of the Director's appointment, payable on or before the first anniversary of the appointment.

### **5. Real Estate**

Any commissions paid for the services of a real estate broker or agent with respect to the sale, purchase, lease or mortgage of any real property forming part of my estate will be a disbursement in addition to the fees stated.



## **6. Investment Management Services**

Any fees paid for services of one or more professional investment management firms or advisors hired by Heritage Trust to manage any or all of my assets will be a disbursement in addition to the fees stated herein.

## **7. Out of Pocket Expenses**

The above fees are exclusive of all legal and accounting costs and disbursements, if any, properly incurred in the administration of my assets, other charges and out-of-pocket expenses (including preparation of income tax returns) paid by the Attorney for which it will be reimbursed by my estate.

## **8. Special Fees**

Compensation does not include any special fees connected to any exceptional effort required to administer my assets. These would include but are not limited to any additional services or responsibilities, such as management, operation or sale of real property, business interests, farm interests, foreign assets or special assets, the research of historical cost data for tax purposes, involvement in litigation on behalf of the Donor, and any extraordinary time spent, Special fees will be charged at an hourly rate of \$250.

## **9. Technology Fee**

A technology fee of 5% will be applied to all Heritage Trust fees. This fee supports secure digital infrastructure, document management systems, cyber protection, fiduciary software, and related administrative technologies required to deliver services efficiently and safely.

## **10. Overdue accounts**

Any invoice issued by Heritage Trust Company Inc. is due within 30 days of the invoice date. Amounts unpaid after the due date will bear interest from the due date until paid in full at the prime rate announced by Heritage Trust's primary Canadian chartered bank from time to time plus 2% per annum, calculated daily and charged monthly.

## **11. Loans to estates and trusts**

If an estate or trust lacks liquidity, Heritage Trust Company Inc. may advance funds to pay expenses, taxes, or professional fees. Any advance is a loan owing to Heritage and will bear interest from the date of advance at the prime rate announced by Heritage Trust's primary Canadian chartered bank from time to time plus 2% per annum, calculated daily and charged monthly, and will be reimbursed from the first available estate or trust funds, including sale proceeds, before any distributions.



**12. Taxes**

GST and any other sales or value added tax will be levied on all fees where applicable.

**13. Co-Attorney's Compensation**

The compensation of Co-Attorneys, if any, will be in addition to the compensation payable to Heritage Trust under this agreement.

**14. Successors**

This agreement shall be binding upon and will enure to the benefit of the parties hereto and their respective heirs, successors and personal representatives.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Donor

**HERITAGE TRUST COMPANY INC.**

Per: \_\_\_\_\_