

Heritage Trust Company Inc.
Standard Will Clauses

1. APPOINTMENT and COMPENSATION:

- a) I appoint Heritage Trust Company Inc. to be the Executor and Trustee of this Will.
- b) I declare that Heritage Trust Company Inc. as the Executor and Trustee of this Will (my "Trustees") shall be entitled to receive and shall be paid out of my estate, as compensation, the fees, reimbursement and other remuneration provided for in the Executor Fee Schedule annexed to this Will dated the ____ day of _____ 20__ and signed by me (for identification) prior to the execution of this Will, which Fee Schedule is hereby incorporated by reference in this Will.

2. ADDITIONAL CLAUSES FOR CO-EXECUTOR

I direct the HERITAGE TRUST COMPANY INC. shall have charge of all accounts and shall keep in its custody all the assets of my estate.

BURDEN OF ADMINISTRATION

It is my intention that the HERITAGE TRUST COMPANY INC. shall assume the burden of the administration of my estate with the custody of the assets and the maintenance of the accounts and shall be compensated for such as though acting as sole Executor and Trustee.

3. PERSONAL EFFECTS

To dispose of all articles of personal, domestic and household use or ornament belonging to me at my death, including all automobiles and accessories thereto then owned by me, in accordance with a memorandum which I intend to leave with my will. Any articles of personal, domestic and household use or ornament, including consumable stores and all automobiles and accessories thereto, which are not distributed pursuant to the terms of such memorandum, shall be disposed by my trustees as they deem appropriate and the proceeds of sale, if any, shall be added to the residue.

4. POWERS OF TRUSTEES:

In addition to all other powers granted by this Will or any Codicil thereto or by any statute of law conferred on my Trustees, I give my Trustees the following powers to be used in order to carry out the provisions of my Will:

- a) **Sell:** To sell, lease, option or otherwise dispose of or realize on any real or personal property forming part of my estate in any manner and upon any terms as they in their absolute discretion consider advisable.

- b) **Retention:** To retain for such length of time as my Trustees may deem advisable any investment or other asset (whether or not producing income) held by me at the time of my death notwithstanding that the same may not be a legal investment for trust monies authorized by law for Trustees and whether or not there is a liability attaching thereto and I direct that any such investment or asset shall be treated as producing only the income which it actually produces (if any) and for no purpose in the administration or distribution of my estate shall any notional income be attributed to any such investment or asset and I declare that my Trustees shall not be held responsible for any loss that may be incurred by my estate by reason of them so doing.
- c) **Investments:** To invest and reinvest any moneys at any time and from time to time forming part of my estate in such investments as they in their absolute discretion consider advisable, notwithstanding that such investments may not be investments authorized by law for Trustees or it may be considered a delegation of their investment duties. Without limiting the generality of the foregoing, I expressly authorize my Trustees to engage the services of one or more investment counsel, mutual fund managers and/or investment advisors as my Trustees from time to time in their absolute discretion consider advisable (the "investment counsel") to advise my Trustees in respect of the investment and reinvestment of my estate, with power to my Trustees to delegate to the investment counsel discretion to manage all or any part of the assets of my estate as may be directed by my Trustees. I authorize my Trustees to fix the remuneration to be paid to the investment counsel and such remuneration shall be charged upon my estate and payable out of the capital or income thereof in such proportions as my Trustees from time to time consider advisable. The amount of any such remuneration shall not be taken into account and/or deducted from the compensation to which my Trustees would from time to time be otherwise entitled, but rather such remuneration shall be in addition to such compensation. My Trustees shall incur no liability for any action taken in good faith as a consequence of following the advice of the investment counsel however communicated or for any loss resulting from the delegation of discretion to the investment counsel, provided that my Trustees have acted in good faith.
- d) **Borrowing:** To borrow on behalf of my estate from any institution such amounts as my Trustees consider appropriate and to mortgage, pledge, hypothecate or otherwise charge any of the assets of my estate.
- e) **Lending:** To lend money or other asset from my estate to any beneficiary, including any contingent or prospective beneficiary, under this Will for such length of time and upon such terms and at such rate of interest or without interest, and with or without security, as my Trustees consider appropriate.
- f) **Discretion:** My Trustees shall be fully protected in exercising any discretion granted to my Trustees in this Will and any Codicil thereto and shall not be liable to the beneficiaries, their heirs or personal representatives because of the exercise of such discretion. My Trustees shall exercise the

powers, authority and discretion given to my Trustees in what my Trustees deem to be the best interests, whether monetary or otherwise, of the beneficiaries, whether or not such exercise may confer an advantage on one or more of the beneficiaries or would otherwise be considered as other than an impartial exercise of my Trustees' duties hereunder or as not being maintenance of an even hand among the beneficiaries. All such exercise of my Trustees' powers, authority and discretion shall be binding upon all the beneficiaries and shall not be subject to any question or review by any person, official, authority, court or tribunal.

- g) **Liability:** My Trustees shall not be responsible to my estate or to any individuals or entities that are interested in my Will for any loss, expenses, damage, hardship, inconvenience, inequity or undesirable thing which results from, is related to or is caused or aggravated by the exercise of or non-exercise of any power and/or discretion provided to my Trustees under my Will or any Codicil thereto.
- h) **Payment Of Debts:** To pay out of and charge to the capital of my general estate my legally enforceable debts, funeral and testamentary expenses and all estate, inheritance and succession duties or taxes whether imposed by or pursuant to the law of this or any other jurisdiction whatsoever that may be payable as a result of my death.
- i) **Power to Distribute Assets in Kind:** To make any distribution of my estate by paying or satisfying any interest therein, either in whole or in part, by distributing assets of my estate, and my Trustees shall determine the value of my estate and such assets for the purpose of making such distribution and the decision of my Trustees shall be binding upon all persons notwithstanding that my Trustees may be personally interested in such division and distribution.
- j) **Power to Represent Estate as a Shareholder:** To act for, initiate, vote and represent my estate as shareholder in any corporation in which my estate may hold shares in any way whatsoever, whether to obtain authority to increase or reduce the capital or to obtain increased powers or the initiation or agreement to any proposed liquidation, amalgamation, reconstruction or reorganization of any such company or in any other way howsoever, and generally to deal with any and all shares, bonds and debentures belonging to my estate in the fullest and most unrestricted manner.
- k) **Power to Settle Claims:** To compromise, settle, waive or pay any claim or claims at any time owing by my estate or which my estate may have against others for such consideration or no consideration and upon such terms and conditions as my Trustees may deem advisable and to refer to arbitration all such claims if my Trustees deem same advisable.
- l) **Power to deal with Real or Leasehold Property:** as long as any real or leasehold property forming part of my estate remains unsold, my Trustees may permit any beneficiary of this Will or any other person to rent, lease, use or occupy any such property for such length of time and upon such terms as

my Trustees, in their absolute discretion, consider appropriate. My trustees may accept surrenders of leases and tenancies. They may expend moneys from my residuary estate to make repairs, improvements, generally manage and develop the property as they consider appropriate. My Trustees may give any options they consider appropriate with a view to the sale of such properties. They may renew and keep renewed any mortgage upon any of my real estate. They may borrow money on any of my real estate upon any mortgage, and they may pay off and discharge or repay any mortgage in existence from time to time.

- m) **Power to Engage Agents and Professionals:** my Trustees may employ such agents and professionals or other assistants as they in their absolute discretion consider appropriate in carrying out the administration of my estate. My Trustees may pay for the same out of the income and capital of my estate as they see fit. They may delegate to such agent any authority they consider appropriate, provided that they shall not delegate to such agent the discretionary right to distribute income or capital from my estate. Without limiting the generality of the foregoing, my Trustees may act on the opinion, advice of or information obtained from any professional advisor and they shall not be responsible for any resulting loss to my estate.
- n) **Tax Election:** To make all such allocations, elections, determinations, designations and distributions as my Trustees in their uncontrolled discretion shall consider to be in the best interests of my estate as a whole, and specifically any allocations and elections as may be necessary under the Income Tax Act (Canada) or any similar legislation of any province or other jurisdiction in force from time to time. Where any specific funds, shares, or residue are created under this my Will, my Trustees shall have the absolute power of determination as to the specific assets which shall form such fund, share or residue, as the case may be. Any such allocations and elections once made are not to be subject to review by anyone.
- o) **Pre-taking of Compensation:** I authorize my Trustees to take and transfer to themselves at reasonable intervals from the income and/or capital of my estate amounts on account of compensation which my Trustees reasonably anticipate will be requested at the end of the accounting period in progress, either upon the audit of the estate accounts or on approval by the beneficiaries of my estate. Provided, however, that if the amount subsequently awarded on Court audit or agreed to by the beneficiaries is less than the amount pretaken, the difference shall be repaid forthwith to my estate without interest.
- p) **Power to Continue, Discontinue or Wind up any Business:** To continue, discontinue, or wind up any business, joint stock company, contract or transaction pending or in which I may be interested at the time of my death.
- q) **Minor's Share:** To make any payment of income or capital on behalf of any person under the age of majority or under any disability to a parent or guardian of such person or to any person to whom my Trustees, in their absolute discretion, shall consider it advisable to make such payments, whose receipt shall be a sufficient discharge to my Trustees.

- r) **Early Vesting Clause:** Notwithstanding anything else in this my Will and any Codicil, if my Trustees are holding a share or shares of my estate in trust for any beneficiary or beneficiaries and my Trustees in their absolute discretion deem that the amount of the share or shares being held in trust is less than an amount my Trustees in their uncontrolled discretion deem advantageous to the beneficiary or beneficiaries having regard to the costs of administering such share or shares, I authorize my Trustees, in their absolute discretion, to pay or transfer the remainder of that share to such beneficiary or to the parent or legal guardian of such beneficiary if my Trustees deem it appropriate in the circumstances.
- s) **Annuity Clause:** I hereby authorize my trustees to purchase an annuity for life or a term of years for any beneficiary, where the cost of administration of any trust fund maintained by my Trustees on behalf of any such beneficiary has become excessive compared to the capital and income of the fund.
- t) **Charity Clause:** For the purposes of this my Will: I direct that the receipt of the person professing to be the Treasurer or other proper officer for the time being of each organization receiving a benefit under the terms of my said Last Will and Testament shall be a full and sufficient discharge to my Trustees, who shall have no further responsibility in connection with the proper application of such benefit.

5. **DIGITAL AND ELECTRONIC ASSETS AND LIABILITIES**

My Trustees may exercise any rights, powers and privileges in connection with any digital or electronic property or online accounts forming part of my estate to the same extent as I could if I were alive and the only owner of that property. My Trustee's powers, which may be exercised how, when and on whatever terms my Trustee decides, include:

- (a) accessing, retrieving and downloading, or securely deleting digital or electronic property;
- (b) managing or disposing of domain names;
- (c) continuing operation of or dismantling websites;
- (d) managing or closing accounts (including social media accounts, email accounts, cloud storage accounts, online gaming accounts, subscription media accounts and electronic commerce accounts);
- (e) protecting or securely deleting my digital works and related intellectual property, including documents, blog posts, photographs, videos and websites;
- (f) protecting my personal information; and
- (g) accessing digital wallets and managing any associated digital currencies or crypto currencies.

FOR POWERS OF ATTORNEY

Include our compensation paragraph

Attorney Fee

HERITAGE TRUST COMPANY INC. shall be entitled to receive, and shall be paid out of my assets, the fees, reimbursement and other compensation for acting as Attorney provided for in the Fee Agreement dated _____ and signed by me prior to the execution of my Power of Attorney.