

This is the Will of _____ of the city of Ottawa, in the Province of Ontario, dates the _____ day of _____ in the year of Our Lord two thousand and _____. I refer to it below as "my General Will".

Definitions and Interpretation

1. The following definitions and rules of interpretation apply to this Will:
 - 1.1 "My Limited Property Will" is another Will that I executed on _____, 2010, and "my Limited Property Estate" is the property that is in fact disposed of by my Limited Property Will.
 - 1.2 "My General Estate" means all my worldwide real and personal property other than my Limited Property Estate..
 - 1.3 "My children" means my children, _____.
 - 1.4 "Division Day" refers to any time on the 7th day after my death.
 - 1.5 "Personal effects" refers to the contents of, or property (such as a car or boat) kept about, any residence of mine; and that it is reasonable to consider I own more for personal consumption, use and enjoyment than for investment. Unless the context dictates otherwise, the cost of delivering any of my personal effects to the person to whom they are given is to be borne by my estate.
 - 1.6 A "beneficiary" is a person entitled to benefit under this Will.
 - 1.7 This Will shall be read with such changes of gender and number as the context may require.
 - 1.8 Any direction in this Will to divide any part of my estate in a certain manner shall also entail its payment in accordance with the scheme of division, unless the context dictates otherwise.

Previous Wills and Property Passing Outside Will

2. Neither the execution of my General Will nor the execution of my Limited Property Will is intended to revoke the other: they are to operate concurrently. Apart from the foregoing, this Will revokes any previous Will I may have made.
3. This Will does not alter any designation I may have made prior to the date of this Will, and other than by Will, under any policy of life insurance, registered retirement savings plan, annuity, registered retirement income fund, or any other plan or policy under which I am competent to designate a recipient other than by Will.

Appointment of Trustee

4. I appoint my spouse, _____ to be my Trustee.
5. I appoint _____, to be my Trustees in the event that my original Trustee dies or is unwilling or unable to act at any time before the administration of my estate or any trust created by this Will is complete.
6. I appoint my friend, _____, to be my Trustee in the event that _____ and _____ die or are all unwilling or unable to act at any time before the administration of my estate or any trust created by this Will is complete.
7. If none of _____ and _____ can continue to act as my Trustee at any time before the administration of my estate or any trust created by this Will is complete, the last of them to have acted as a Trustee shall by deed or Will appoint a replacement Trustee.
8. My Trustee may receive payments from time to time from the capital and income of the trust funds created by this my General Will on account of compensation, so frequently as my Trustee considers appropriate; but subject to the subsequent approval of any such amounts so paid by those to whom my Trustee would normally account, and to such adjustment as may result therefrom.

Disposition of Estate

9. I give my General Estate to my Trustee, in trust to deal with it in accordance with the balance of this Will.
10. Pay my debts and the expenses of administering my estate, in such proportions as between my General Estate and my Limited Property Estate as my Trustee may, in conjunction with the Trustee of my Limited Property Estate, determine to be appropriate. For greater certainty, this includes:
 - 10.1.1 The expenses of and incidental to my funeral and burial.
 - 10.2 Any taxes due as a result of my death levied by any jurisdiction. This includes income or wealth taxes (the latter of which are not in force in Canada at the date of this Will); and whether those taxes be levied on me, my estate or any beneficiary, or any combination of the foregoing.
11. Dispose of my clothing and personal effects and any articles of household furniture or furnishings which I may own at the time of my decease in accordance with a list which will be found with this my Will, I being fully aware that while this disposition may not be strictly in accordance with the provisions of the Succession Law Reform Act, or any amendments thereto, my Trustee will carry out my wishes notwithstanding; and I direct

my Trustee that any of such articles which are not specifically designated in the said list shall be disposed of as my Trustee deems advisable.

12. Deal with the residue of my estate as follows:

12.1 If my spouse is alive on Division Day, pay or transfer the residue of my estate to my spouse, as her own property absolutely.

12.2 In the event that my said spouse is not alive on Division Day, I direct my Trustee to transfer and divide the residue of my estate in the following manner:-

12.2.1 To transfer and divide the remainder of the residue of my estate equally between my children, _____, share and share alike, with the capital of the share of each child to be paid to him as hereinafter set out. In the event that either of my children should predecease the survivor of my spouse and myself, or should die before receiving the full benefit to which he is entitled under this my Will, then I direct my Trustee to transfer the share to which he would have been entitled had he survived, or the amount thereof then remaining, to my remaining child, in accordance with the provisions of this my Will.

12.2.2 If a child of mine is below the age of 25 years on division day:

12.2.2.1 I direct my Trustee to hold his share and invest it, and add the income from the share to its capital; and pay the share to him when he attains the age of 25 years. Until such time, my Trustee may make such payments out of either or both of the income and capital of the share as my Trustee thinks is best for his maintenance, education, advancement in life and general personal benefit.

12.2.2.2 Notwithstanding anything else in this Will, my Trustee may not accumulate income beyond the maximum period permissible by law. After that date, all of the income earned by my estate must be paid out to the persons eligible to receive it, subject to whatever discretion to apportion it my Trustee may otherwise have been given.

12.2.3 In the event that there are no children of mine living at the date of death of the survivor of my spouse and myself, or at the date of failure of the within trusts, then I direct my Trustee to transfer the residue of my estate, or the amount thereof remaining, to _____.

Administrative and General Matters

13. So as to enable my Trustee to administer, sell, invest, distribute and settle obligations of my estate as my Trustee considers most appropriate, I give my Trustee the powers of a natural person. This means that my Trustee has the power to perform, without court authorization, every act which a prudent person would perform for those purposes. Any doubt as to whether my Trustee has the power to perform an act shall be resolved in my Trustee's favour.
14. For greater certainty, and without limiting its scope by the terms of this Clause, the foregoing Clause gives my Trustee the power to do the following:
 - 14.1 Sell assets of my estate on terms my Trustee considers appropriate.
 - 14.2 Retain any assets of my estate in the form in which they existed at my death for the length of time my Trustee is required to administer my estate or any trust created by this Will.
 - 14.3 Manage, maintain and improve any assets of my estate, and insure them against risk.
 - 14.4 Invest assets of my estate according to criteria established by my Trustee. It shall not be improper for my Trustee to invest in a pooled, common trust or mutual fund, notwithstanding that to do so may involve a delegation of investment responsibility.
 - 14.5 Postpone temporarily the distribution of an asset of my estate beyond the time my Trustee would otherwise be required to have distributed my estate. I expect my Trustee to do so only when it is impracticable to distribute the asset in kind and its deferred sale is thought likely to yield a much higher return than its immediate sale.
 - 14.6 Continue or dissolve any corporation or business, and any agreements made thereby, that may exist at my death.
 - 14.7 Act as a director or officer of any corporation or business in which my estate may own an interest.
 - 14.8 Hire and rely upon agents and professional advisers.
 - 14.9 Issue, and determine from whom it is appropriate to accept receipts.
15. My Trustee may distribute assets of my estate in kind in partial or full satisfaction of the interest of a beneficiary, and allow a beneficiary to purchase an asset of my estate by using his or her interest as part of the purchase price. To enable my Trustee to do this, my Trustee may assign values to the assets and the interest. Except in unusual

circumstances, I expect that my Trustee will not distribute to a beneficiary property that he or she does not wish to acquire.

16. My Trustee owes an enforceable duty to the beneficiaries to act prudently in the interests of all of them, and, except as may be excluded in the context, fairly as among them; and only so as to accomplish the objectives of this Will. In the discharge of that duty to be fair among beneficiaries, my Trustee may:

16.1 Determine that the application of tax rules to beneficiaries with an equal entitlement results in an unequal benefit to them, and make the adjustment that is reasonable in the circumstances.

16.2 Make any unilateral or joint tax elections, using the criteria my Trustee considers relevant.

17. My Trustee shall not allow any personal interest to conflict with, or derive a personal benefit from, acting as such; except to the extent this Will or the general law permits it. However, my Trustee may do any of the following:

17.1 Receive compensation for acting as such, and draw compensation on account without the advance approval of beneficiaries or a court.

17.2 Recover my Trustee's expenses as they are incurred.

17.3 Retain, and distribute or sell, an asset owned by me in which my Trustee also had an ownership interest.

17.4 Deposit assets of my estate in a financial institution in which my Trustee or an agent of or adviser to my Trustee has an interest.

17.5 If my estate requires funds, borrow money as Trustee, and lend money personally to my estate and charge interest on the loan.

17.6 Employ agents and professional advisers who may not deal at arm's length with my Trustee.

17.7 Purchase assets of my estate in a representative capacity.

17.8 Obtain judicial permission to take a step that engages a conflict not expressly permitted by the foregoing, if my Trustee demonstrates that it will be, or was, on balance for the benefit of my estate -even if not all the beneficiaries consent.

18. My Trustee is entitled to be indemnified by my estate in respect of any liability imposed upon my Trustee in respect of any matter that arose before my Trustee's appointment, or that arose thereafter even though my Trustee exercised due diligence to avoid it. My Trustee shall also be entitled to judicial exculpation from liability in any case where my

Trustee has acted honestly and reasonably, and ought in the opinion of the court to be excused. Further, my Trustee may enter into any obligations on behalf of my estate without assuming personal liability, so that recourse is limited to the assets of my estate.

19. If my Trustee must deal with the interest of a beneficiary who is unable to deal with my Trustee personally, my Trustee:

19.1 May make a discretionary or required payment that would normally be paid directly to the beneficiary, instead to a third party who it is reasonable to conclude has a close connection with the beneficiary, for the benefit of that beneficiary. For example, the third party might be the parent, or have custody of, a minor beneficiary; or might be the attorney under a continuing power of attorney or guardian of the property of an adult beneficiary who is incapacitated. My Trustee may accept the receipt or release of that third party for all purposes of the administration of my estate.

19.2 Shall, if the share of a beneficiary would otherwise have to be paid into court because he or she is a minor and no other provision of this Will describe how the share is to be dealt with, hold the share and invest it until the beneficiary is no longer a minor. Until then, my Trustee shall make such payments out of either or both of the income and capital of the share as my Trustee thinks are best for the beneficiary's maintenance, education, advancement in life and general personal benefit; and shall add any surplus income to the capital of the share.

20. If any dispute arises in the administration of my estate, I encourage and authorize its resolution, to the extent feasible in the circumstances, by mediation or arbitration or some other cost effective and less adversarial process than litigation. This also applies to anyone who represents the interest of a beneficiary who is unable to deal with my Trustee personally. If litigation ensues, I request the court to consider this provision in its award of costs.

21. Any benefit I have given a beneficiary, or that I have given to a person prior to my death or as a result of my death but other than by my Will, is a personal gift. I do not wish the recipient to share it with his or her spouse unless he or she chooses to do so. If the recipient is resident in Ontario, the foregoing statement is made pursuant to s.4(2)(2) of the Family Law Act. If the recipient is subject to the matrimonial law of some other jurisdiction, I intend the statement to be applied to the extent possible to accomplish my intention.

22. IN THE EVENT that my spouse should predecease me and any of my children should be under the age of eighteen years at the time of my decease, then I NOMINATE, CONSTITUTE AND APPOINT _____, to act as the guardians of such children during their minority. In the event that _____ should predecease me, or should be unable or

unwilling to so act, then I NOMINATE, CONSTITUTE AND APPOINT
_____ to act in their place and stead.

IN WITNESS WHEREOF I, the said _____, the Testator, have to this my
last Will and Testament set my hand at the City of Ottawa, the day and year first above written.

SIGNED, PUBLISHED AND DECLARED)
by the said Testator, as and for)
his last Will and Testament, in)
the presence of us, both present)
at the same time, who, at his)
request, in his presence and in)
the presence of each other, have)
hereunto subscribed our names as)
witnesses.)

1. _____

2. _____
