#### LAST WILL AND TESTAMENT OF PRIMARY WILL

I, PRIMARY WILL, presently of PUL-E KHUMRI, BAGHLĀN declare that this is my Last Will and Testament.

## **Prior Wills and Codicils**

1. I revoke all prior Wills and Codicils.

#### **Marital Status**

1. I am not married or in a common law relationship.

### **Current Children**

- 1. I do not currently have any living children
- 2. The term "child" or "children" as used in this my Will includes the above listed children and any children of mine that are subsequently born or legally adopted.

#### II. EXECUTOR

#### **Definition**

1. The expression "my Executor" used throughout this Will includes either the singular or plural number, wherever the fact or context so requires. The term "executor" in this Will is synonymous with and includes the terms "personal representative" and "executrix".

# <u>Appointment</u>

- 1. I appoint 1 1 of PUL-E `ALAM, LŌGAR as the sole Executor of this my Will.
- 2. If 1 1 should refuse or be unable to act or continue to act as my Executor, then I appoint Lawyers and Lattes Professional Corporation or any successor law firm as the sole Executor of this my Will.
- 3. No bond or other security of any kind will be required of any Executor appointed in this my Will.

# **Powers of my Executor**

1. I give and appoint to my Executor the following duties and powers with respect to my estate:

- My Executor(s) shall collect and gather my assets and may sell these assets at a time and price and upon such other terms as they consider appropriate in their absolute discretion, and without liability for loss or depreciation;
- To pay my legally enforceable debts, funeral expenses and all expenses in connection with the administration of my estate and the trusts created by my Will as soon as convenient after my death. If any of the real property devised in my Will remains subject to a mortgage at the time of my death, then I direct that the devisee taking that mortgaged property will take the property subject to that mortgage and that the devisee will not be entitled to have the mortgage paid out or resolved from the remaining assets of the residue of my estate;
- To take all legal actions to have the probate of my Will completed as quickly and simply as possible, and as free as possible from any court supervision, under the laws of the Province of Ontario;
- To retain, exchange, insure, repair, improve, sell or dispose of any and all personal property belonging to my estate as my Executor deems advisable without liability for loss or depreciation;
- To invest, manage, lease, rent, exchange, mortgage, sell, dispose of or give options without being limited as to term and to insure, repair, improve, or add to or otherwise deal with any and all real property belonging to my estate as my Executor deems advisable without liability for loss or depreciation;
- To purchase, maintain, convert and liquidate investments or securities, and to vote stock, or exercise any option concerning any investments or securities without liability for loss;
- o To open or close bank accounts;
- To maintain, continue, dissolve, change or sell any business which is part of my estate, or to purchase any business if deemed necessary or beneficial to my estate by my Executor;
- To maintain, settle, abandon, sue or defend, or otherwise deal with any lawsuits against my estate;
- To open, liquidate or dissolve a corporation;
- To conduct post-mortem tax planning;
- To employ any lawyer, accountant or other professional; and
- Except as otherwise provided in this my Will, to act as my Trustee by holding in trust the share of any beneficiary for whom a Testamentary Trust is established pursuant to this Will, and to keep such share invested, pay the income or capital or as much of either or both as my Executor considers advisable for the maintenance, education, advancement or benefit of such beneficiary and to pay or transfer the capital of such share or the amount remaining of that share to such beneficiary reaching the age of 21 years or, prior to such beneficiary when they reach the age of 21 years, to pay or

- transfer such share to any parent or guardian of such beneficiary subject to like conditions and the receipt of any such parent or guardian discharges my Executor
- When my Executor administers my estate, my Executor may convert my estate or any part of my estate into money or any other form of property or security, and decide how, when, and on what terms. My Executor may keep my estate, or any part of it, in the form it is in at my death and for as long as my Executor decides, even for the duration of the trusts in this Will. This power applies even if the property is not an investment authorized under this Will, a debt is owing on the property; or the property does not produce income.
- 2. The above authority and powers granted to my Executor are in addition to any powers and elective rights conferred by provincial/territorial or federal law or by other provision of this Will and may be exercised as often as required, and without application to or approval by any court.

#### III. DISPOSITION OF ESTATE

### **Bequests**

- 1. To receive a specific bequest under this Will a beneficiary must survive me for thirty days. Any item that fails to pass to a beneficiary will return to my estate to be included in the residue of my estate. All property given under this Will is subject to any encumbrances or liens attached to the property. My specific bequests are as follows:
  - I leave 100% of Gold to 1 1 of , if they shall survive me, for their own use absolutely.

#### **Distribution of Residue**

- 1. To receive any gift or property under this Will a beneficiary must survive me for thirty days.
- 2. Beneficiaries or any alternate beneficiaries of my estate residue will receive and share all of my property and assets not specifically bequeathed or otherwise required for the payment of any debts owed, including but not limited to, expenses associated with the probate of my Will, the payment of taxes, funeral expenses or any other expense resulting from the administration of my Will.
- 3. The entire estate residue is to be divided between my designated beneficiaries or any alternate beneficiaries with the beneficiaries or any alternate beneficiaries receiving a part of the entire estate residue.

- 4. All property given under this Will is subject to any encumbrances or liens attached to the property.
- 5. The entire of my estate shall be divided into as many equal shares as there shall be children of mine then alive at my death, subject to the provisions hereinafter specified and to pay and transfer one such share to each of those surviving children.
- 6. If any child of mine shall predecease me or die before becoming entitled, in accordance with the terms of this my Will, to receive the whole of his or her share of my estate, but such child has a child or children which survive me, that child of mine shall be deemed to have survived me and such share or the amount remaining of that share will be divided and transferred in equal shares to each of the surviving children of that deceased child of mine. If any of such children of my deceased child dies before receiving the whole of his or her share of my estate, that share or the amount remaining thereof will be divided in equal shares amongst the surviving children of that child of mine. But if that deceased child of mine leaves no surviving children, then that share or the amount remaining of that share will be divided amongst my surviving children in equal shares.
- 7. I direct my Executor to provide a maximum of 100 (CAD) out of the residue of my estate to the the pet caretaker assigned below as a one-time only sum to be used for the future care, feeding and maintenance of my pet Pet 1. Upon the death of all of my pets, the remainder of any funds provided to the caretaker for the care and maintenance shall be given to a local animal rescue or humane shelter, to be decided upon by the caretaker

# **Wipeout Provision**

1. Should all my named beneficiaries and alternate beneficiaries predecease me or fail to survive me for thirty full days, or should they all die before becoming entitled to receive the whole of their share of my estate, then I direct my Executor to divide any remaining residue of my estate into equal shares as outlined below and to pay and transfer such shares to the following wipeout beneficiaries:

#### V. TESTAMENTARY TRUSTS

# <u>Testamentary Trust for Young Beneficiaries</u>

- 1.
- 2. No young beneficiary trusting conditions added to Will

#### **Testamentary Trust for Disabled Beneficiaries**

1. It is my intent to create a testamentary trust (a "Testamentary Trust") for each beneficiary who is temporarily or permanently disabled at the time of my death (a "Disabled Beneficiary"). Any assets bequeathed, transferred, or gifted to a Disabled Beneficiary are to be held in a separate trust by the Trustee until that Disabled Beneficiary regains the capacity to manage property (in the case of a temporary incapacity) or on a permanent basis if the incapacity is permanent. The property shall be managed, invested, or transferred to a Henson Trust at the absolute discretion of my Executor(s).

### **Trust Administration**

- 1. The Trustee shall manage the Testamentary Trust for Young Beneficiaries as follows:
  - The assets and property will be managed for the benefit of the Young Beneficiary until the beneficiary reaches the age set by me for final distribution;
  - Upon the Young Beneficiary reaching the age set by me for final distribution, all property and assets remaining in the trust will be transferred to the beneficiary as quickly as possible; and
  - Until the Young Beneficiary reaches the age set by me for final distribution, my
    Trustee will keep the assets of the trust invested and pay the whole or such
    part of the net income derived therefrom and any amount or amounts out of
    the capital that my Trustee may deem advisable to or for the support, health,
    maintenance, education, or benefit of that beneficiary.
  - The Trustee may, in the Trustee's discretion, invest and reinvest trust funds in any kind of real or personal property and any kind of investment, provided that the Trustee acts with the care, skill, prudence and diligence, considering all financial and economic considerations, that a prudent person acting in a similar capacity and familiar with such matters would use.
  - No bond or other security of any kind will be required of any Trustee appointed in this my Will.

#### **Trust Termination**

- 1. The Testamentary Trust will end after any of the following:
  - The beneficiary reaching the age set by me for final distribution;
  - o The beneficiary dies; or
  - The assets of the trust are exhausted through distributions.

#### **Powers of Trustee**

- 1. To carry out the terms of my Will, I give my Trustee the following powers to be used in his or her discretion at any time in the management of a trust created hereunder, namely:
  - 1. The power to make such expenditures as are necessary to carry out the purpose of the trust;
  - 2. Subject to my express direction to the contrary, the power to sell, call in and convert into money any trust property, including real property, that my Trustee in his or her discretion deems advisable;
  - 3. Subject to my express direction to the contrary, the power to mortgage trust property where my Trustee considers it advisable to do so;
  - 4. Subject to my express direction to the contrary, the power to borrow money where my Trustee considers it advisable to do so;
  - 5. Subject to my express direction to the contrary, the power to lend money to the trust beneficiary if my Trustee considers it is in the best interest of the beneficiary to do so;
  - 6. To make expenditures for the purpose of repairing, improving and rebuilding any property;
  - 7. To exercise all rights and options of an owner of any securities held in trust;
  - 8. To lease trust property, including real estate, without being limited as to term;
  - 9. To make investments they consider advisable, without being limited to those investments authorized by law for trustees;
  - 10. To receive additional property from any source and in any form of ownership;
  - 11. Instead of acting personally, to employ and pay any other person or persons, including a body corporate, to transact any business or to do any act of any nature in relation to a trust created under my Will including the receipt and payment of money, without being liable for any loss incurred. And I authorize my Trustee to appoint from time to time upon such terms as they may think fit any person or persons, including a body corporate, for the purpose of exercising any powers herein expressly or impliedly given to my Trustee with respect to any property belonging to the trust;
  - 12. Without the consent of any persons interested in trusts established hereunder, to compromise, settle or waive any claim or claims at any time due to or by the trust in such manner and to such extent as my Trustee considers to be in the best interest of the trust beneficiary, and to make an agreement with any other person, persons or corporation in respect thereof, which shall be binding upon such beneficiary;
  - 13. To make or not make any election, determination, designation or allocation required or permitted to be made by my Trustee (either alone or jointly with others) under any of the provisions of any municipal, provincial/territorial,

federal, or other taxing statute, in such manner as my Trustee, in his or her absolute discretion, deems advisable, and each such election, determination, designation or allocation when so made shall be final and binding upon all persons concerned;

- 14. To pay himself or herself compensation as set out in the Trustee Act, R.S.O. 1990, c. T.23, out of the trust assets; and
- 15. To employ and rely on the advice given by any attorney, accountant, investment advisor, or other agent to assist the Trustee in the administration of this trust and to compensate them from the trust assets.
- 2. The above authority and powers granted to my Trustee are in addition to any powers and elective rights conferred by statute or federal law or by other provision of this Will and may be exercised as often as required, and without application to or approval by any court.

### **Other Trust Provisions**

- 1. The expression "my Trustee" used throughout this Will includes either the singular or plural number, as appropriate wherever the fact or context so requires.
- 2. Subject to the terms of this my Will, I direct that my Trustee will not be liable for any loss to my estate or to any beneficiary resulting from the exercise by him or her in good faith of any discretion given him or her in this my Will;
- 3. Any trust created in this Will shall be administered as independently of court supervision as possible under the laws of the Province / Territory having jurisdiction over the trust; and
- 4. If any trust condition is held invalid, it will not affect other provisions that can be given effect without the invalid provision.

#### VI. DIGITAL ASSETS

- 1. My Executor(s) may access, handle, distribute, and dispose of my digital assets, and may obtain, access, modify, delete, and control my passwords and other electronic credentials associated with my digital devices and digital assets.
- 2. My Executor(s) may engage contractors or agents to assist my Executor(s) in accessing, handling, distributing, and disposing of my digital assets.
- 3. If I have prepared a memorandum, which may be altered by me from time to time, with instructions concerning my digital assets and their access, handling, distribution, and disposition, it is my wish that my Executor(s) and beneficiaries follow my instructions as outlined in that memorandum.
- 4. For the purpose of my Will, "digital assets" includes the following: Files stored on my digital devices, including but not limited to, desktops, laptops, tablets,

peripherals, storage devices, mobile telephones, smartphones, and any similar digital device as well as emails, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, banking accounts, domain registrations, DNS service accounts, web hosting accounts, tax items, regardless of the ownership of any physical device upon which the digital item is stored.

#### VII. GENERAL PROVISIONS

#### **Pets**

- 1. Where I leave my pet Pet 1 which is healthy, I appoint 1 1 of , , to be the caretaker, to care of it as it's own with all the rights and responsibilities of ownership.

  If 1 1 should refuse or be unable to act or continue to act as Pet 1's guardian, then I appoint 2 2, of , , to act as it's guardian.
  - I direct my Executor to provide a maximum of \$100 (CAD) out of the residue of my estate to the pet caretaker as a one-time only sum to be used for the future care, feeding and maintenance of my pet Pet 1.
- 2. Where any appointed caretaker cannot afford or refuses to accept the responsibilities of ownership for any pet of mine then I give my Executor the fullest possible discretion in the placement of that pet in an alternate permanent, safe and loving environment as soon as possible.

### **Family Law Act**

1. I declare that all property acquired by a person as a result of my death together with any property into which such property can be traced, and all income from such property or any property into which such property can be traced, including income on such income, shall be excluded from such person's net family property for the purposes of Part I of the Family Law Act, R.S.O. 1990, c. F.3, as amended (the "Family Law Act") and for the purposes of any provisions in any successor legislation or other legislation in any jurisdiction. For the purposes of this paragraph, the term "net family property" includes any property available for division or for satisfying any financial claim, between spouses upon separation, divorce, annulment or death of one of them and, for greater certainty, such term includes any net family property within the meaning of the Family Law Act. This declaration shall be an express statement within the meaning of paragraph 4(2)2 of the Family Law Act and shall have effect to the extent permitted by that statute, any successor legislation thereto or any legislation in any jurisdiction.

### **Individuals Omitted from Bequests**

1. If I have omitted to leave property in this Will to one or more of my heirs as named above or have provided them with zero shares of a bequest, the failure to do so is intentional.

### **Insufficient Estate**

1. If the value of my estate is insufficient to fulfill all of the bequests described in this Will, then I give my Executor full authority to decrease each bequest by a proportionate amount.

#### **Additional Provisions**

1. I wish to have ashes scatted over mediteranean sea

# **No Contest Provision**

1. If any beneficiary under this Will contests in any court any of the provisions of this Will, then each and all such persons shall not be entitled to any devises, legacies, bequests, or benefits under this Will or any codicil hereto, and such interest or share in my estate shall be disposed of as if that contesting beneficiary had not survived me.

### **Severability**

PRIMARY WILL (Testator) Signature

1. If any provisions of this Will are deemed unenforceable, the remaining provisions will remain in full force and effect.

The remainder of this page has intentionally been left blank.

IN WITNESS WHEREOF, I have signed my name on this the day of	
, 20, at toronto, Ontario declaring and publishing this instrument	as
my Last Will, in the presence of the undersigned witnesses, who witnessed and subscribed the	nis
Last Will at my request, and in my presence, via video conference.	

SIGNED AND DECLARED by PRIMARY WILL on this	s day of	, 20	to
be the Testator's Last Will and Testament, in our pr	esence, remotely, w	ho at the Testator	's
request and in the presence of the Testator, via vide	eo conference and i	n the physical pre	sence
of each other at Vaughan, Ontario, all being presen	t at the same time, l	nave signed our n	ames
as witnesses in the Testator's presence on the above	e date.		
Witness #1 (Nicole Barrett)			
665 Millway Ave. #44			
Vaughan, ON			
L4K 3T8			
Witness #2 (Dale Barrett)			
665 Millway Ave. #44			
Vaughan, ON			

LAST WILL AND TESTAMENT OF PRIMARY WILL

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L4K 3T8