**British Columbia Will**

**LAST WILL**

1. This is the last Will of me, **{{fullname}}** of {address}.

**British Columbia Property**

2. This Will (sometimes called my “British Columbia Will”) deals only with all my property of every kind situated in British Columbia at my death.

**Revocation of Prior Wills**

3. I revoke all my prior wills and codicils.

**Definitions and Interpretation**

4. The following words have the following meanings in this Will:

(a) “British Columbia Trustee” or “British Columbia Trustees” means both the executor or executors of my British Columbia Will and the trustee or trustees of my estate in British Columbia, and any reference to my British Columbia Trustee or British Columbia Trustees includes all genders and the singular or the plural as the context requires;

(b) “decide” or “decides” means, when referring to a decision of any person, a decision made in that person’s discretion; and

(c) “discretion” means sole and uncontrolled discretion to the extent permitted by law.

5. Headings are inserted for convenience only and do not affect how this Will is interpreted.

**EXECUTORS AND TRUSTEES**

**Appointment of Trustees**

6. (a) I appoint my {relationship\_first\_executor}, **{first\_executor}**(the “First Executor”), to be my British Columbia Trustee.

(b) If my {relationship\_first\_executor}, **{first\_executor}**is unwilling or unable to act or to continue to act as my British Columbia Trustee, then I appoint my {relationship\_second\_executor}, **{second\_executor}**(the “Alternative Executor”), to be my British Columbia Trustee.

(c) If my {relationship\_second\_executor}, **{second\_executor}** is unwilling or unable to act or to continue to act as my British Columbia Trustee, then I appoint my {relationship\_third\_executor}, **{third\_executor}**, (the “Second Alternative Executor”), to be my British Columbia Trustee.

(d) If my {relationship\_third\_executor}, **{third\_executor}**, is unwilling or unable to act or to continue to act as my British Columbia Trustee, then I appoint my {relationship\_forth\_executor}, **{forth\_executor}**, (the “Third Alternative Executor”), to be my British Columbia Trustee.

**ADMINISTRATION OF MY ESTATE**

**British Columbia Trustee to Administer My Estate in British Columbia**

7. I give my British Columbia Trustee all my property of every kind situates in British Columbia at the time of my death to administer as I direct in this Will. In administering my estate, my British Columbia Trustee may convert or retain my estate as set out in paragraph 10 of this Will.

8. I direct my British Columbia Trustee:

**Debts to Be Paid from My Estate**

(a) to pay out of my estate in British Columbia:

(i) my debts in British Columbia;

(ii) my funeral and other expenses related to this Will and my death; and

(iii) all duties and taxes payable in respect of all property of every kind situate in British Columbia at the date of my death and passing upon my death, including:

A. insurance proceeds on my life payable as a consequence of my death (but excluding the proceeds of insurance upon my life owned by any corporation or owned by any partnership of which I am a partner);

B. any registered retirement savings plan, registered retirement income fund, annuity, pension, or superannuation benefits payable to any person as a result of my death;

C. any gift made by me in my lifetime; or

D. any benefit arising by survivorship.

**Residue of Estate**

(b) to give the residue of my estate in British Columbia to my {relationship\_residue}, **{fullname\_residue}**, who survives me;

(c) if my {relationship\_residue}, **{fullname\_residue},** does not survive me, to divide the residue of my estate in British Columbia {alternative\_residue} alive at my death.

**POWERS OF TRUSTEE**

**Trust Terms for Those Who Are Under 19**

9. If anyone becomes entitled to any share in my estate in British Columbia is under 19, and I have not specified terms in this Will on which my British Columbia Trustee is to hold that part, then I direct my British Columbia Trustee to hold that part, and:

(a) pay as much of the income and capital as my British Columbia Trustee decides for that person’s benefit until that person reaches 19;

(b) add any unused income to the capital of that person’s part of my estate in British Columbia, and then pay the capital to that person when he or she reaches 19, but if that person dies before reaching 19, pay that person’s part of my British Columbia estate to that person’s estate; and

(c) regardless of paragraph 9(a), and at any time my British Columbia Trustee decide, pay some or all of that part to that person’s parent or guardian for that person’s benefit. When the parent or guardian receives that payment, my British Columbia Trustee is discharged for that payment and need not inquire about how it is used.

**Convert, Keep, or Invest**

10. When my British Columbia Trustee administers my estate in British Columbia,

(a) my British Columbia Trustee may convert my estate in British Columbia or any part of my estate in British Columbia into money or any other form of property or security, and decide how, when, and on what terms;

(b) my British Columbia Trustee may keep my estate in British Columbia, or any part of it, in the form it is in at my death and for as long as my British Columbia Trustee decide, even for the duration of the trusts in this Will. This power applies even if:

(i) the property is not an investment authorized under this Will;

(ii) a debt is owing on the property; or

(iii) the property does not produce income;

(c) my British Columbia Trustee may invest my estate in British Columbia or any part of my estate in British Columbia in any form of property or security in which a prudent investor might invest; and

(d) if at any time one of my British Columbia Trustee is a corporate trustee, that British Columbia Trustee may invest in that corporation’s common trust funds and the corporate trustee need not account for any profit that accrues to it as a result of that investment.

**Allocate Specific Assets of My Estate**

11. When my British Columbia Trustee divides or distributes my estate in British Columbia, my British Columbia Trustee may decide which assets of my estate in British Columbia to allocate to any share or interest in my estate (and not necessarily equally among those shares or interests) and the value of each of those assets. Whatever value my British Columbia Trustee places on those assets will be final and binding on everyone interested in my estate in British Columbia.

**Income Tax Elections**

12. (a) My British Columbia Trustee may make any allocations, elections, and distributions my British Columbia Trustee decides are in the best interests of my estate in British Columbia as a whole, including any allocations and elections under the *Income Tax Act* of Canada.

(b) My British Columbia Trustee may make those allocations or elections, in whatever manner and proportions my British Columbia Trustee decides, among the beneficiaries of my estate in British Columbia and any one or more of them to the exclusion of any others.

(c) Any election that allocates any portion of the income of my estate in British Columbia to any person for the purposes of the *Income Tax Act* shall not be regarded as a decision by my British Columbia Trustee to allocate, in fact, that income to that person nor will that decision give that person any right to that income.

(d) As a result of any of those allocations, elections, or distributions made in good faith, my British Columbia Trustee will not be considered to have breached any duty to maintain an even hand among the beneficiaries and my British Columbia Trustee will not be liable for any loss to my estate or any beneficiary of my estate.

**Invest My Estate**

13. When holding, keeping, or investing my estate in British Columbia, my British Columbia Trustee may invest in any investments authorized by the *Trustee Act* of British Columbia for the investment of trust funds.

**Deal With Business**

14. (a) If my estate in British Columbia holds any interest in any business, incorporated or otherwise, my British Columbia Trustee may deal with that interest and may exercise any rights, powers, and privileges in connection with that interest to the same extent as I could if I were alive and the only owner of that interest.

For example, my British Columbia Trustee may carry on that business for as long as my British Columbia Trustee decides is in the best interests of my estate.

1. Notwithstanding article 14(a), if any shareholder agreements exist in relation to my business or corporate interests, then such agreements will take priority over this Will.
2. My British Columbia Trustee will not be liable for any loss suffered or expenses incurred in carrying on that business.

**Further Enabling Powers**

15. My British Columbia Trustee, with respect to any property (personal or real) forming part of my estate in British Columbia, may exercise any rights, powers, and privileges in connection with that property to the same extent as I could if I were alive and the only owner of that property. My British Columbia Trustee’s powers include:

(a) managing any of my property in British Columbia;

(b) spending money out of the capital and income, or either, of my estate in British Columbia as my British Columbia Trustee decides to repair, convert, improve, or rebuild any of that property in British Columbia;

(c) insuring any of that property in British Columbia against whatever risks and in whatever amounts my British Columbia Trustee decides;

(d) renting or leasing any of that property in British Columbia for any period of time and on any terms my British Columbia Trustee decides;

(e) terminating or accepting the surrender of any lease or rental arrangement concerning that property in British Columbia;

(f) granting any option or right of first refusal to any person to purchase or lease that property in British Columbia for any period of time and on any terms my British Columbia Trustee decides;

(g) paying off or renewing any mortgages on that property in British Columbia;

(h) paying any person in any profession, trade, or business to transact any business or trade, or to do any act in relation to that property in British Columbia; and

(i) transferring that property in British Columbia in exchange for other property in British Columbia on whatever terms and conditions my British Columbia Trustee may decide.

**Trustee’s Fee in Addition to Gift**

16. My British Columbia Trustee may claim remuneration for acting as a trustee in addition to any gift or benefit I give to my British Columbia Trustee in this Will or any Codicil to it.

**Payment of Professional Fees**

17. If my British Columbia Trustee is a lawyer, accountant, stockbroker or other professional person, that Trustee, or that Trustee’s firm, may be so employed by my estate to act in their professional capacity. That Trustee, or that Trustee’s firm, is entitled to charge to, and be paid from, my estate the usual professional fees and other charges for the professional services provided by that Trustee, or that Trustee’s firm, in connection with the administration of my estate and the trusts of this Will. For other services as a Trustee, that Trustee may only be paid the remuneration to which that Trustee is entitled by law for acting as a Trustee.

**Funeral Wishes**

19. I wish to be {funeral\_wish}.



In witness whereof I have hereunto subscribed my name to this and the preceding SIX (6) pages

of paper and I have signed this Will on the {day} day of {month} {year}.

We were both present, at the request )

of **{fullname}**, when he )

signed this Will. We then signed as witnesses )

in his presence and in the presence of each )

other. )

)

)

)

Signature of Witness )

)

)

Printed Name )

)

)

Address (Street) ) **{fullname}**

)

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City )

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Occupation )

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Signature of Witness )

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Printed Name )

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Address (Street) )

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