

B. ESTATE TRUSTEES AND GUARDIANS

Full Name of *Estate Trustee*: _____ Each Other: () Yes () No

If no, same for BOTH clients for Trustee and alternate? () Yes () No

If No, name of Trustee: _____

Residence of Trustee: _____

Name _____ Relationship _____

Full Names of *Alternate Trustee(s)*: _____

Residence of Alt. Trustee: _____

Name _____ Relationship _____

Name _____ Relationship _____

Full Names *Children's Guardian(s)*: _____

Check if not applicable: ()

Residence of Guardian(s): _____

Name _____ Relationship _____

Name _____ Relationship _____

C. GIFTS AND BEQUESTS

All to each other if survive for 30 days?: () Yes () No

If no, what are the *gifts and requests of EACH of the clients on their individual demise*:

	<i>Beneficiary Name & Relationship</i>	<i>Gift / Bequest (Item or Amount)</i>	<i>Client #</i>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

(If more, continue as "Individual Bequests" on Reverse)

After these individual bequests, balance to other client?: () Yes () No

Gifts and bequests on the death of the survivor (joint gifts and bequests): None () or as follows:

	<i>Beneficiary Name & Relationship</i>	<i>Gift / Bequest (Item or Amount)</i>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

(If more, continue as "Joint Bequests" on Reverse)

Special Property Concerns?

() Cottage / 2nd home to be dealt with separately as follows: _____

() Other: Details and Disposition: _____

Balance of personal items after gifts and bequests noted above are to be distributed as follows on death of survivor:

- () “amongst children alive at my death in as equal shares as may be possible as they may agree, and failing agreement, as executor may decide, balance to residue”
- () deal with as residue
- () _____

D. RESIDUE

Residue of Estate to be Divided as Follows: _

- () All to each other if survive for thirty days, gift over to “*issue in equal shares per stripes*”
- () All to each other if survive for thirty days, then as follows: _____

(Continue on reverse if necessary)

- () _____

(Continue on reverse if necessary)

Trust Clause for Minors:

- () Standard Age of Majority
- () 18/21
- () 18/25

E. FAMILY DISASTER or RESIDUAL GIFT FAILURE CLAUSE

If the residual gifts fail, then the balance of the estate then remaining is to be distributed as follows:

- () All To the following person: _____
- () All To the following charity: _____
- () In as many equal shares as are necessary to give the number of shares indicated to the following people who are alive:

	<i>Full name</i>	<i># of Shares</i>	<i>Relationship</i>	<i>Client #</i>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____

(Continue on Reverse if necessary as “*FD Recipients*”)

() The following percentages as indicated with gift over as indicated:

<i>Percentage</i>	<i>Recipient Name</i>	<i>Gift Over</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

() As follows: _____

F. OTHER ISSUES AND CLAUSES REGARDING WILLS

Do the clients require any SPECIAL EXPLANATION clauses that do not limit the discretion of the trustees or the plain wording of the wills clauses - for example, explaining an unequal division or expressing a non-binding request or direction? : () Yes () No

If Yes, details of special explanation clause: _____

Has a discussion of the following been completed (check if completed):

- () Life Insurance - Pros and cons of named beneficiaries or estate as beneficiary and clients advised to name as appropriate through life insurance company;
- () Joint Tenancies / On Joint Account - Discussion of effect of such designations and how presumption results in automatic transfer to surviving joint account holder / joint tenant and client advised to deal with as appropriate with particular institutions or provide instructions to us for real property transfer;
- () Any shares of value in private corporations or interest(s) of value in a business or other undertaking such that dual wills might be appropriate to avoid probate fees (and likely referral to wills specialist);
- () Probate and Executors fees generally;
- () Treatment of RSPs and RESPs - designation of beneficiaries, implications, continuance of RESPS, and advise for follow-up by client with institutions;
- () Wills not a contract and can be changed by either party - if clients are concerned, then refer to family law lawyer for binding marriage contract;
- () That the clients will contact the executors and guardians to confirm their readiness to act prior to signing the wills;
- () That clients to make arrangements for safekeeping of wills;
- () That there can be no secrets as be between the clients and Siksay & Fraser and if a conflict develops, now of later, Siksay and Fraser cannot continue to act for any of the clients, but that fees to that date will still be owing;
- () That 2 pieces of I.D. will be required on sign-up;
- () Confirm that clients have disclosed all material facts.
- () _____

Has a discussion of the following standard clauses been completed and are the clauses to be included (Check if completed and if to be included)

- () FLA Clause; Include: : () Yes () No
- () Definition of "issue" Include: : () Yes () No
- () Age of Majority Include: : () Yes () No

G. POWERS OF ATTORNEY

PROPERTY:

Check here () if clients decline preparation of property powers of attorney ; otherwise, continue:

Primary Property Attorney:

Each other () OR as below ():

<i>Client</i>	<i>Attorney Full Name / Relationship</i>	<i>Residence</i>	<i>Restriction/Condition and Detail</i>
1	_____	_____	() No Yes: _____
2	Same as above in all respects? () OR as below ():		
	_____	_____	() No Yes: _____

Alternate Property Attorneys: If Primary Attorney unable or unwilling to act:

<i>Client</i>	<i>Attorney Full Name / Relationship</i>	<i>Residence</i>	<i>Restriction/Condition</i>
1	_____	_____	() No () Yes, as below
	_____	_____	() No () Yes, as below
	<input type="checkbox"/> Sole Alternate (if only one named) <input type="checkbox"/> Joint <input type="checkbox"/> Joint and Several or survivor solely <input type="checkbox"/> Conditional on Primary not being able to act and donor being mentally incapacitated <input type="checkbox"/> Conditional only on Primary not being able to act <input type="checkbox"/> Standard Form <input type="checkbox"/> Special Clause: _____		

2	Same as above in all respects? () OR as below ():		
	_____	_____	() No () Yes, as below
	_____	_____	() No () Yes, as below
	<input type="checkbox"/> Sole Alternate (if only one named) <input type="checkbox"/> Joint <input type="checkbox"/> Joint and Several or survivor solely <input type="checkbox"/> Conditional on Primary not being able to act and donor being mentally incapacitated <input type="checkbox"/> Conditional only on Primary not being able to act <input type="checkbox"/> Standard Form <input type="checkbox"/> Special Clause: _____		

PERSONAL CARE:

Check here () if clients decline preparation of personal care powers of attorney ; otherwise, continue:

Primary Personal Care Attorney:

Each other () OR as below ():

<i>Client</i>	<i>Attorney Full Name / Relationship</i>	<i>Residence</i>
1	_____	_____
2	Same as above in all respects? () OR as below ():	
	_____	_____

Alternate Personal Care Attorneys: If Primary Attorney unable or unwilling to act:

<i>Client</i>	<i>Attorney Full Name / Relationship</i>	<i>Residence</i>	<i>Restriction/Condition</i>
1	_____	_____	() No () Yes, as below
	_____	_____	() No () Yes, as below
	<input type="checkbox"/> Sole Alternate (if only one named) <input type="checkbox"/> Joint <input type="checkbox"/> Joint and Several or survivor solely <input type="checkbox"/> Conditional on Primary not being able to act <input type="checkbox"/> Standard Form <input type="checkbox"/> Special Clause: _____		

2	Same as above in all respects? () OR as below ():		
	_____	_____	() No () Yes, as below
	_____	_____	() No () Yes, as below

- Sole Alternate (if only one named)
- Joint
- Joint and Several or survivor solely
- Conditional on Primary not being able to act
- Standard Form
- Special Clause: _____

H. OTHER ISSUES AND CLAUSES REGARDING POWERS OF ATTORNEY

Has a discussion of the following been completed (check if completed):

- If Power of Attorney for Property is unconditional - full discussion of implications and how it can be used;
- That the donors have full trust in the named attorneys;
- That Power of Attorney for Personal Care does not direct the named attorneys as to how to exercise their discretion - it only gives them the power - therefore there is a necessity for the donor to discuss with the attorneys how they wish the attorneys to exercise the discretion;
- That the clients will contact the named attorneys, prior to signing the documents, to confirm that they are ready, willing, and able to act;
- That they will be provided with 4 original copies of each power of attorney once signed and clients must arrange for safekeeping thereof;
- That there can be no secrets as be between the clients and Siksay & Fraser and if a conflict develops, now of later, Siksay and Fraser cannot continue to act for any of the clients, but that fees to that date will still be owing;
- That 2 pieces of I.D. will be required on sign-up;
- Confirm that clients have disclosed all material facts.
- _____

I. CLIENT ASSETS & LIABILITIES:

List Real Property Owned:

	Address	Legal Description	Owners Names	Joint Tenants?	Value	Mortgage O/S?
1.						
2.						
3.						

(Continue on back if required)

List Other Assets:

	Asset Description	Owner(s) Names	Joint Owners?	Value
1.				
2.				
3.				
4.				
5.				
6.				
7.				

(Continue on back if required)

List Liabilities:

Liability Description	Debtor Name(s)	Creditor Name(s)	Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			

(Continue on back if required)

J. SOLICITOR ATTESTATION

The client intake interview was completed on the date indicated above and this form is an accurate record of the instructions received. Discussions with the clients included all the topics indicated herein and may have included other pertinent discussions on related topics and options.

Solicitor Signature

Solicitor: **David Siksay**
 Natalie Fraser