

**THIS IS THE WILL
OF JOHN WADE ELIAS
OF EDMONTON, ALBERTA**

PART I INITIAL MATTERS

1. REVOCATION OF FORMER WILLS AND CODICILS

I hereby revoke all former Wills and Codicils made by me.

2. APPOINTMENT OF PERSONAL REPRESENTATIVE AND TRUSTEE

I appoint Brenda Arlene Carlstad and my sibling Cindy Elias of Edmonton, AB to act as Personal Representative and Trustee for this my Will but if Brenda Arlene Carlstad and Cindy Elias should predecease me or die before the trusts herein created are at an end, or should otherwise be unable or should refuse to act or to continue to act as Personal Representative and Trustee for this my Will, I appoint my in-law Marilyn Carlstad of Edmonton AB to act as Personal Representative and Trustee for this my Will in place of Brenda Arlene Carlstad and Cindy Elias but if Brenda Arlene Carlstad and Cindy Elias and Marilyn Carlstad should predecease me or die before the trusts herein created are at an end, or should otherwise be unable or should refuse to act or to continue to act as Personal Representative and Trustee for this my Will, I appoint my sibling Cathy Fraser of Edmonton AB to act as Personal Representative and Trustee for this my Will in place of Brenda Arlene Carlstad and Cindy Elias and Marilyn Carlstad but if Brenda Arlene Carlstad and Cindy Elias and Marilyn Carlstad and Cathy Fraser should predecease me or die before the trusts herein created are at an end, or should otherwise be unable or should refuse to act or to continue to act as Personal Representative and Trustee for this my Will, I appoint my sibling Mike Elias of Edmonton AB to act as Personal Representative and Trustee for this my Will in place of Brenda Arlene Carlstad and Cindy Elias and Marilyn Carlstad and Cathy Fraser.

3. APPOINTMENT OF GUARDIAN FOR MINOR CHILDREN

a. Guardian for my child Jordan Elias

I appoint Brenda Carlstad and my sibling Cindy Elias of Edmonton, AB to act as Guardian for my child Jordan Elias. If Brenda Carlstad and Cindy Elias should predecease me or die before my child Jordan Elias attains the age of majority, or should otherwise be unable or should refuse to act or to continue to act as Guardian after my death, I appoint my sibling, Mike Elias of Edmonton AB, to act as Guardian for my child Jordan Elias in place of Brenda Carlstad and Cindy Elias. If Brenda Carlstad and Cindy Elias and Mike Elias should predecease me or die before my child Jordan Elias attains the age of majority, or should otherwise be unable or should refuse to act or to continue to act as Guardian after my death, I appoint my sibling, Cathy Fraser of Edmonton AB, to act as Guardian for my child Jordan Elias in place of Brenda Carlstad and Cindy Elias and Mike Elias.

b. Guardian for my child Alanna Elias

If Brenda Arlene Carlstad does not survive me, I appoint my sibling Cindy Elias of Edmonton, AB and my in-law Marilyn Carlstad of Edmonton, AB to act as Guardian for my child Alanna Elias. If Cindy Elias and Marilyn Carlstad should predecease me or die before my child Alanna Elias attains the age of majority, or should otherwise be unable or should refuse to act or to continue to act as Guardian after my death, I appoint my in-law, Paul Allen of Edmonton AB, to act as Guardian for my child Alanna Elias in place of Cindy Elias and Marilyn Carlstad. If Cindy Elias and Marilyn Carlstad and Paul Allen should predecease me or die before my child Alanna Elias attains the age of majority, or should otherwise be unable or should refuse to act or to continue to act as Guardian after my death, I appoint my relative, Windton Quelch of Edmonton AB, to act as Guardian for my child Alanna Elias in place of Cindy Elias and Marilyn Carlstad and Paul Allen.

4. APPOINTMENT PURSUANT TO FAMILY LAW ACT

The appointment of Guardian is made pursuant to Section 22 of the Family Law Act and, while it includes a desired outcome, it is subject to the Court's ultimate discretion in determining what is in the best interests of the child.

5. PEOPLE INTENTIONALLY EXCLUDED FROM MY WILL

Barney Rubble

I have intentionally not made any provision in this my Will for my stepchild Barney Rubble or any spouse, adult interdependent partner, or children of Barney Rubble unless provision for that spouse, adult interdependent partner, or child of Barney Rubble is made in 'PART II DISPOSITION OF ESTATE' of this my Will.

6. DEFINITIONS

a. Trustee

The expression "Trustee" used throughout includes the terms Personal Representative, Personal Representatives, Executor, Executors, Trustee, and Trustees for the time being whether original, substituted or surviving.

b. Guardian

The expression "Guardian" used throughout includes the terms Guardian or Guardians for the time being whether original, substituted

or surviving.

c. Brenda Carlstad

The expression "Brenda Carlstad" used throughout refers to my spouse, Brenda Arlene Carlstad.

d. "Child" or "Children"

The expression my "Child" or "Children" used throughout includes:

- i. all children of mine, including any deceased children, at the date of this my Will except Barney Rubble;
- ii. any children of mine that are born after the date of this my Will;

e. Spouse

The expression "Spouse" used throughout includes the term "spouse" and the term "adult interdependent partner" as defined in *Alberta's Adult Interdependent Relationships Act*.

7. BENEFICIARY OF ALL REGISTERED PLANS

I designate that Brenda Carlstad, if Brenda Carlstad is alive at my death, shall be the sole beneficiary of all amounts payable as a result of my death which represent refunds of premiums (as defined in the Income Tax Act of Canada) under any and all Registered Retirement Savings Plans, Retirement Income Funds and Tax Free Savings Accounts (likewise defined in the Income Tax Act of Canada). This is a declaration within the meaning of the Wills and Succession Act of Alberta.

8. ADDITIONAL RRSP CONTRIBUTION

Should my death occur before I have made the maximum amount of Registered Retirement Savings Plan contributions that I am entitled to make for the taxation year in which I die, pursuant to the Income Tax Act of Canada, I authorize my Trustee to make a contribution to a Registered Retirement Savings Plan under which Brenda Carlstad, if Brenda Carlstad is alive at my death, is the annuitant, within sixty (60) days of the end of the year in which I die, in an amount up to the difference between my maximum entitlement for such taxation year and the amount thereof paid by me prior to my death.

9. PROCEEDS OF INSURANCE

I declare that the proceeds of all policies of insurance on my life owned by me shall be payable and paid to my Trustee to be held by my Trustee in trust for or transferred to, as the case may be, Brenda Carlstad under the terms of this my Will upon the same trust, terms and conditions as if such proceeds would have formed a part of the residue of my estate but after the payment of all debts, expenses and taxes. This declaration shall be a declaration within the meaning of the Insurance Act of Alberta. For further clarity, nothing herein shall be construed as making such life insurance proceeds part of my estate and it is my intention that such life insurance proceeds be held separate and apart from my estate.

PART II DISPOSITION OF ESTATE

ESTATE TO TRUSTEE UPON TRUSTS

I give all my estate both real and personal, and all property over which I may have any power of appointment, to my Trustee upon the following trusts:

1. PAYMENT OF DEBTS AND EXPENSES

To pay, from my general estate, my legally enforceable debts, funeral, and testamentary expenses.

2. PAYMENT OF TAXES

To pay, from my general estate, all indebtedness for taxes which I am legally required to pay in this or any other jurisdiction in respect of any of my taxation years including the taxation year in which I die, and in respect of any property deemed to have been disposed of by me immediately prior to my death and as a result of my death, and in respect of any taxation years of my estate.

3. SPECIFIC BEQUESTS

To make the following specific bequests:

a. Heath Duncan - Computer

To my in-law, Heath Duncan of Edmonton, AB, my Computer. If Heath Duncan does not survive me, then my Computer shall form part of the residue of my estate.

b. Jordan Elias - Monitor

To my child, Jordan Elias of Edmonton, AB, my Monitor. If Jordan Elias does not survive me, then my Monitor shall form part of the residue of my estate.

4. FORGIVENESS OF DEBTS

To forgive in full any outstanding principal and accrued interest on the following debts owing to me at the time of my death.

a. Gregory Humphrey - \$50 lunch

Forgive any outstanding principal and accrued interest owing to me by my friend, Gregory Humphrey of Edmonton, AB with respect to a debt of \$50 lunch.

5. ARRANGEMENT FOR PETS

To make the following arrangements for my pets:

a. My dog Maisie

I give to my child, Jordan Elias of Edmonton, AB my dog, Maisie. If Jordan Elias does not survive me or is unable or unwilling to care for Maisie, I instruct my Trustee to locate, at the sole discretion of the Trustee, a recipient who is willing to care for Maisie and to give Maisie to that recipient.

b. My cat Rex

I give to my in-law, Trichelle Caron of Edmonton, AB my cat, Rex. If Trichelle Caron does not survive me or is unable or unwilling to care for Rex, I instruct my Trustee to locate, at the sole discretion of the Trustee, a recipient who is willing to care for Rex and to give Rex to that recipient.

6. RESIDUE OF ESTATE TO THE FOLLOWING

I direct my Trustee to pay or transfer the residue of my estate to ".\$target1."

7. Death of a Child

If a Child does not survive me (the "Deceased Child"), I direct my Trustee to

8. Death of Another Beneficiary

If any beneficiary, who is not Brenda Carlstad and not a Child of mine, does not survive me (the "Deceased Beneficiary"), I direct my Trustee to pay or transfer the Deceased Beneficiary's share of my estate of my estate to my --, of , AB.

1. WIPE-OUT CLAUSE

If the whole or any part of the residue of my estate should remain in the hands of my Trustee and not be disposed of by the terms of this my Will (the "Undistributed Residue"), I direct my Trustee to

2. GIFTS TO ORGANIZATIONS

a. Organization Undergoes Name Change or Amalgamation

If at the time of distribution, any organization named in this my Will has amalgamated with another organization or organizations, or has changed its name or location of its work, the bequest or share of residue provided for it shall not fail but my Trustee shall, in their sole discretion, pay the same to the organization they deem to be the successor organization.

b. Organization Ceased to Exist or Never Existed

If in the sole discretion of my Trustee, any of the organizations named in this my Will has ceased to operate or has never operated or been in existence (as distinct from having amalgamated, changed its name or location of its work) then my Trustee shall in their sole discretion pay the bequest or share of my estate to the organization which, in my Trustee' sole discretion, most clearly resembles the organization I intended to benefit, upon the same terms and conditions provided for in this my Will.

c. Receipt From Organization is Sufficient Discharge

The receipt of the treasurer or other officer of any named (or substituted) organization which receives a bequest or share under this my Will, shall be a sufficient discharge to my Trustee with respect to such bequest and my Trustee shall have no further responsibility for such bequest or the administration thereof.

d. Obtain Best Tax Advantage

I authorize my Trustee to satisfy any charitable gift in my Will by either a cash gift or a gift in kind, whichever provides the best tax advantage to my estate as determined by my Trustee in their absolute discretion.

3. TESTAMENTARY TRUST FOR MINOR CHILDREN

a. Separate Trust

Any assets bequeathed, transferred, or gifted to a minor beneficiary named in this my Will (the "Minor Beneficiary") are to be held in a separate trust (the "Minor Trust") by the trustee of the Minor Trust.

b. Trustee for the Minor Trust

I appoint my Trustee as trustee of any and all Minor Trusts required in this my Will (the "Minor Trustee").

c. Minor Trustee Discretion in Use of Funds

My Minor Trustee shall be entitled to use as much of the income and capital of the Minor Trust, as may be determined appropriate by my Minor Trustee, in their sole discretion, for the education, maintenance and advancement in the life of the Minor Beneficiary.

d. Income is Added to Capital

Any net annual income earned but not paid to the Minor Beneficiary in any year shall be added to, and become a part of, the capital of the Minor Trust. Any net annual income earned but not paid to the Minor Beneficiary immediately prior to the final distribution from the Minor Trust shall be added to, and become a part of, the capital of the Minor Trust.

e. Distribution of the Minor Trust

On the date that the Minor Beneficiary attains the age of eighteen (18) years, my Minor Trustee shall pay and transfer to the Minor Beneficiary all of the capital of the Minor Trust, for his or her own use absolutely.

PART III ADMINISTRATION OF ESTATE

1. FAILURE DATE

Every person who would otherwise benefit under this my Will but who fails to survive me for thirty (30) days shall be treated for the purposes of the devolution of my Estate as having predeceased me.

2. ABSOLUTE DISCRETION OF TRUSTEE

I declare that my Trustee shall have, in their absolute discretion, the following authority:

a. To retain advisors or consultants

To retain the services of professional advisors or consultants, including but not limited to lawyers, accountants, brokers, valuers, surveyors and any other professional, in order to efficiently and effectively administer the estate and any trusts resulting hereunder. My Trustee may employ such parties without liability for any neglect, omission, misconduct or default of any such employed party, provided the party was selected and retained by my Trustee with reasonable care and supervision.

b. To make elections, determinations or designations

To make or not to make any election, determination or designation pursuant to any taxing statute, including the Income Tax Act, which they deem to be in the best interest of my estate and the beneficiaries thereunder and without limiting the foregoing:

- i. To allocate capital gains (whether actual or deemed) to a beneficiary or beneficiaries with or without effecting a distribution of any asset or assets.
- ii. To allocate capital cost allowance, recapture of capital cost allowance, depletion allowance, or dividends to any beneficiary.
- iii. To allocate as between any beneficiaries of my estate the incidence of any tax credits or allowance.

c. To fix values

To fix the value of my estate or any part thereof, for the purpose of making any division, setting aside or payment of any share or interest therein, with no duty to give each beneficiary a proportional share of any individual asset or investment holding.

d. To assist with taxes that result from exercise of discretion

To advance sufficient income or capital to any beneficiary to assist that person to pay any tax which may be payable by such beneficiary as a result of my said Trustee exercising their discretion. Any exercise by my Trustee of their discretion shall be binding upon all beneficiaries of my estate, notwithstanding that an advantage may be conferred upon any beneficiary and notwithstanding that the exercise of their discretion may result in an even hand not being maintained among the beneficiaries of my estate.

e. To borrow money

To borrow money from any institution, corporation, person or persons whatever for any purpose in connection with the administration of my estate or for any other purpose in connection with any person deriving a benefit under this my Will (whether the interest of such person is presumptive or otherwise) as they may in their discretion consider advisable from time to time relating to the terms of any borrowings, including terms as to interest (if any) and repayment of principal (if any), and to pledge the assets of my estate as security for such borrowings as they shall think fit.

f. To invest all or any part of estate

To invest all or any part of my estate in such investments as a reasonable and prudent investor would, taking into account all relevant circumstances. I hereby exonerate my Trustee from any responsibility or liability for loss or damage which may be occasioned to my estate or to any such trust (as the case may be) through a bona fide exercise by them of any of the discretion vested in them, whether as to retention, realization, conversion or investment.

g. To manage real estate

To sell, mortgage, lease (without being limited as to term), exchange, give options on or otherwise dispose of or deal with any real estate held by my Trustee and to repair, alter, improve, add to or remove buildings thereon, and generally to manage such real estate.

h. To sell any assets, investments or re-investments in estate

To sell or otherwise dispose of, at the time or times and in the manner that my Trustee in their discretion decide upon, any assets, investments or re-investments in my estate.

i. To retain in whole or in part

To retain assets or investments of my estate in whole or in part in the form in which they are at my death until they are distributed, sold or disposed of and even though they are not authorized for my Trustee, they are considered to be authorized for the purpose of this my Will.

j. To act in my place in relation to corporate investments

To take any action or exercise any rights and powers that I could do if alive and the sole owner thereof in relation to any corporation in which I or my Trustee may hold shares, debentures or other securities or as to any investments in which any part of my estate is invested at the date of my death. Without limiting the foregoing to continue, discontinue, reorganize or wind up any business, corporation, contract or transaction pending in which I may have interest at the time of my death.

k. To invest or delegate investment decisions

To invest in any mutual funds (including a private mutual fund), pooled funds, common trust funds or similar investment; and to delegate any investment decisions to any investment fund managers, investment counsellors or property managers or any similar entity, where my Trustee in their sole discretion deem it beneficial to my estate and my beneficiaries.

l. To employ a corporate body as a custodian

To employ a corporate body as a custodian of all or any part of my estate and to transfer or assign all or any part of my estate to such custodian upon such terms and conditions as my Trustee may determine and such custodian may be one of my Trustees.

m. To make payment to a parent or guardian of a minor beneficiary

To make any payment for any person under the age of majority to a parent or guardian of such person whose receipt shall be a sufficient discharge of my Trustee.

n. To access, handle, distribute, and dispose of my electronic and digital assets

To access, handle, distribute, and dispose of my electronic and digital assets and to obtain, access, modify, delete, and control my passwords and other electronic credentials associated with my digital devices and digital assets. For the purpose of this paragraph, the term "digital assets" includes the following:

i. Files Stored on My Devices

Files stored on my devices that are capable of storing digital data, including but not limited to, personal computers, external hard drives, USB flash drives, tablets, network attached storage, digital cameras, smartphones, smartwatches, smart-televisions, gaming consoles, and any similar device that is capable of storing digital data which currently exists or may exist as technology develops; and

ii. My Accounts and Other Files

Emails received and sent, email accounts, cloud storage accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, brokerage, stock or other trading accounts, banking accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops, regardless of the ownership of the physical device upon which the digital item is stored.

3. DISPOSITIONS PRIOR TO DEATH

I further direct that none of my beneficiaries shall be liable to bring into account any sum of money or the value of any property or interests which I have already paid or transferred to or settled on such beneficiary or which I may hereafter pay or transfer to or settle on such beneficiary before my death, unless I have indicated in writing at the time of the transfer that it is not to be a gift.

4. REASONABLE COMPENSATION FOR TRUSTEE

I direct that my Trustee is entitled to be paid reasonable compensation from my estate and my Trustee shall be entitled to receive the said compensation during the course of the administration of my estate.

5. LANGUAGE BASED ON CONTEXT

I direct that wherever the context of my Will requires, the plural shall be deemed to extend to and include the singular, and where one gender is used, it shall include all genders.

6. HEADINGS ARE FOR CONVENIENCE ONLY

The headings that use a bold font in this my Will are for the convenience of the reader only and shall not affect the meaning or interpretation of this my Will.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

In witness whereof I have hereunto set my hand this _____ day of _____, 202__.

SIGNED, PUBLISHED AND DECLARED by John Wade Elias for this Will in the presence of us, both present at the same time, who at the request of John Elias, in the presence of John Elias and in the presence of each other, have John Elias hereunto subscribed our names as witnesses.

John Elias

Witness 1 signature

Print name

Address

City Province

Witness 2 signature

Print name

Address

City Province

AFFIDAVIT OF WITNESS TO A WILL

Court File Number

Testator Name **John Wade Elias**

Deponent _____

Exhibit Attached Exhibit A - Original will dated _____
yyyy-mm-dd

THE DEPONENT SWEARS UNDER OATH OR AFFIRMS THAT THE INFORMATION IN THIS AFFIDAVIT IS WITHIN THE DEPONENT'S KNOWLEDGE AND IS TRUE. WHERE THE INFORMATION IS BASED ON ADVICE OR INFORMATION AND BELIEF, THIS IS STATED.

1. I am one of the witnesses to the will of the testator, John Wade Elias.
2. The will is dated _____ and is marked as Exhibit A to this affidavit.
yyyy-mm-dd
3. The testator, the other witness to the will and I were all present together when the testator and the witnesses signed the will.
4. The testator, the other witnesses to the Will and I were all present together when the testator and the witnesses signed the Will.
5. Before the testator signed the Will, the testator made the following changes to it:

SWORN OR AFFIRMED BEFORE A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA

at _____, ALBERTA ON _____, 202____
(month) (day)

BASIS FOR AFFIRMATION CONFIRMED

Signature of Deponent

A Commissioner for Oaths in and for Alberta

Appointment Expiry Date (yyy-mm-dd)

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is given by me, John Wade Elias, of the _____ of Edmonton, in the Province of Alberta, in duplicate.

1. I revoke any previous Powers of Attorney granted by me. This Power of Attorney includes the attached Schedule "A"
2. I appoint to be my Attorney in accordance with the *Powers of Attorney Act* of Alberta (herein referred to as my "Attorney") but if should predecease me or die, or should otherwise be unable or should refuse to act or to continue to be my Attorney, I appoint my in-law Marilyn Carlstad of Edmonton AB to be my Attorney in place of but if and Marilyn Carlstad should predecease me or die, or should otherwise be unable or should refuse to act or to continue to be my Attorney, I appoint my sibling Cathy Fraser of Edmonton AB to be my Attorney in place of and Marilyn Carlstad but if and Marilyn Carlstad and Cathy Fraser should predecease me or die, or should otherwise be unable or should refuse to act or to continue to be my Attorney, I appoint my sibling Mike Elias of Edmonton AB to be my Attorney in place of and Marilyn Carlstad and Cathy Fraser.
3. This Power of Attorney shall not have any effect unless and until I am mentally incapable of making reasonable judgments in respect of matters relating to all or any part of my estate.
4. The written declaration of two (2) physicians authorized to practice medicine in the jurisdiction where they practice shall be conclusive proof that the above-described contingency has occurred whereupon this Power of Attorney shall become effective.
5. This Power of Attorney is not terminated and shall continue notwithstanding any mental incapacity or infirmity of mine which has occurred after the execution of this Power of Attorney.
6. My Attorney has the authority to do anything on my behalf that I may lawfully do by an attorney including anything with respect to real property in which I have any interest.
7. My Attorney has the authority to make whatever expenditures are required for the maintenance, education, benefit, medical care, and general advancement of my Married, John Wade and me to ensure that we are as comfortable as possible.
8. My Attorney has the authority to appoint and employ agents, servants, companions, or other persons, including nurses, for the care of my Married, John Wade and me at such compensation and for such length of time as my Attorney considers advisable.
9. My Attorney shall not be entitled to any fee or compensation for acting as my Attorney, however, my Attorney will be entitled to reimbursement for any and all out-of-pocket expenses that my Attorney incurs in the capacity as my Attorney, including long distance telephone charges relating to estate affairs and any expenses incurred in travel.
10. This Power of Attorney, once it becomes effective, is not subject to any conditions or restrictions.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Dated at the _____ of _____, in the Province of Alberta, on the _____ day of _____, 202__.

John Elias

SIGNED in the presence of:

Witness 1 signature

Print name

Address

City Province

Witness 2 signature

Print name

Address

City Province

SCHEDULE "A"**NOTES ON THE POWER OF ATTORNEY****READ THESE NOTES BEFORE SIGNING THIS DOCUMENT**

1. This document authorizes the person you have named as your Attorney to make decisions concerning property and financial affairs on your behalf. Your Attorney can not make personal or health care decisions for you.
2. This document is an "enduring" power of Attorney, which means that it will not come to an end if you become mentally incapable of managing your property or financial affairs. At that point, your Attorney will have a duty to manage these affairs on your behalf and will not be able to resign without first obtaining permission from the Court.
3. This Power of Attorney may come into effect immediately, at a specified future time, or on the occurrence of a specified contingency, including, but not limited to, your mental incapacity. **If you do not want the Power of Attorney to take effect as soon as it is signed and witnessed, you must state that in this document.**
4. Unless you state otherwise in the document, your Attorney will have very wide powers to deal with your property and finances on your behalf. Your Attorney will be able to use your property for the maintenance, education, benefit and advancement of your spouse and dependent children. You should consider very carefully whether or not you wish to impose any restrictions on the powers of your Attorney.
5. Unless you give specific permission in this document, your Attorney cannot:
 - a. Derive any personal benefit from any of your property or your finances.
 - b. Permit any person with whom you or the Attorney does not deal with at arm's length to derive any benefit from your property or finances.
 - c. Make any loan to himself or to any other person who does not deal at arm's length with your Attorney or with you.
6. Your Attorney must keep detailed financial records of all transactions entered into on your behalf under this Power of Attorney.
7. Your Power of Attorney will cease to have effect in the following circumstances:
 - a. When you choose to cancel or revoke it (provided you are mentally capable of understanding what you are doing);
 - b. On your death;
 - c. On the death or mental incapacity of your Attorney (unless you have named an alternate Attorney); or
 - d. By Order of the Court.
8. You should ensure that your Attorney knows about this document and agrees to being appointed as Attorney.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Dated at the _____ of _____, in the Province of Alberta, on the _____ day of _____, 202__.

John Elias

SIGNED in the presence of:

Witness 1 signature

Print name

Address

City Province

Witness 2 signature

Print name

Address

City Province

PERSONAL DIRECTIVE

THIS PERSONAL DIRECTIVE is given by me, John Wade Elias, of the _____ of Edmonton, in the Province of Alberta.

1. I revoke any Personal Directives or Living Wills or equivalent documents that I have already given. This Personal Directive includes the attached Schedule "A".
2. I appoint to act as my Agent in accordance with the *Personal Directives Act* of Alberta (herein referred to as my "Agent") but if should predecease me or die, or should otherwise be unable or should refuse to act or to continue to act as my Agent, I appoint my in-law Marilyn Carlstad of Edmonton AB to act as my Agent in place of but if and Marilyn Carlstad should predecease me or die, or should otherwise be unable or should refuse to act or to continue to act as my Agent, I appoint my sibling Cathy Fraser of Edmonton AB to act as my Agent in place of and Marilyn Carlstad but if and Marilyn Carlstad and Cathy Fraser should predecease me or die, or should otherwise be unable or should refuse to act or to continue to act as my Agent, I appoint my sibling Mike Elias of Edmonton AB to act as my Agent in place of and Marilyn Carlstad and Cathy Fraser.
3. I will refer to my Agent, and all of my alternate Agents, as my "Agent". My Agent shall act in accordance with the *Personal Directives Act* of Alberta. My Agent may renounce the appointment as my Agent at any time before this Personal Directive comes into effect.
4. My Agent has authority to make personal decisions on my behalf with respect to any matter of a non-financial nature. Without limitation this includes: health care; accommodation; with whom I may live and associate; my participation in social, educational and employment activities; and legal matters that do not relate to my estate.
5. This Personal Directive will have effect only when I lack capacity to make a decision about any personal matter. I will lack capacity for any personal matter when my Agent signs a written declaration to that effect after consulting with a physician or a psychologist who has completed a declaration as required by the Regulations to the *Personal Directives Act*.
6. There will be a continuing need for my Agent and service providers to determine whether or not I have capacity to make the required decisions at any point in time, recognizing that I may have the capacity to make some personal decisions and not others. This Personal Directive may, therefore, be invoked and used in certain areas and then not in others to suit the circumstances at the time.
7. I direct my Agent to make all health care decisions on my behalf in consultation with my attending physician with the expectation that my Agent will use the Agent's own good judgment in making decisions given the circumstances at the time and given my Agent's knowledge of my wishes, beliefs and values.
8. I direct my Agent to exercise authority in the least restrictive manner possible, thereby encouraging me to become capable of caring for myself and of making reasonable judgments in respect of matters relating to my person.
9. I give the following instructions with the expectation that my Agent will use the Agent's own good judgment in making decisions, given the circumstances at the time:
I am unsure about the following statements:

a. Use of Financial Resources

I want my financial resources to be used to allow me to live independently for as long as possible in my own home or to provide me with the best possible care within an institutional setting.

b. Mild Stroke or Mild Dementia

In the event of a mild stroke or mild dementia, I want all major treatments, such as CPR, life-saving surgery or antibiotics to continue. I only want a ventilator, dialysis or tube feeding on a short term basis unless it could restore a reasonable standard of living.

c. Mental Incapacity

In the event of mental incapacity, I want diagnostic and therapeutic treatments which are designed to improve my condition. If I am not expected to recover, I want treatment only if it will relieve pain and suffering and comfort care even if it shortens my life.

d. Catastrophic Illness

In the event of a catastrophic illness for which there is no cure, I want comfort measures only, including surgery if needed, to relieve symptoms. I want the illness to be treated for relief of distress, not to prolong life.

e. Intrusive Medical Treatments

I do not want my life to be prolonged by intrusive medical treatments. I want to be kept as comfortable as possible and free from pain.

f. Intrusive Medical Treatments

I do not want my life to be prolonged by intrusive medical treatments. I want to be kept as comfortable as possible and free from pain.

g. When to Prolong Life

I do not want to prolong life at all costs. I hereby give authorization for the withholding or withdrawal of treatment if my

physician and my Agent determine that my death is imminent with no reasonable medical expectation of recovery whether or not life sustaining procedures are utilized. In addition, I must have lost the ability to interact with others with no reasonable chance of regaining that ability. (With respect to the previous two sentences, my physician and my Agent shall determine what is reasonable.) I request care that gives comfort and support and that relieves pain or distress. In case of severe pain, I request that drugs be mercifully administered to relieve pain, even if they may hasten the moment of death.

10. My Agent cannot override my clear instructions in this Personal Directive and may not make decisions on my behalf in respect of any health care for which I have given or refused consent in this Personal Directive. My Agent's role is to interpret and wherever possible to implement my instructions as stated in this Personal Directive. However, in the event my instructions in this Personal Directive are ambiguous or insufficient, I direct my Agent to make the decision that my Agent believes I would make in the circumstances, given my Agent's knowledge of my wishes, beliefs, and values. If my Agent does not know what decision I would make, I direct my Agent to make the decision my Agent believes in the circumstances is in my best interests.
11. I acknowledge that a health care provider may not provide me any health care for which I have refused consent in this Personal Directive.
12. My Agent shall keep a record of all personal decisions made under this Personal Directive and keep that record during the period I lack capacity and for at least two (2) years after the Agent's authority ceases.
13. My Agent has the right to be provided with all information and records that are relevant to me, my medical care, the personal decision to be made at any given time, or the determination of capacity, without restriction.
14. It is my desire that my Agent notify those family members and friends with whom I am in regular contact as soon as possible should this Personal Directive come into effect.
15. My Agent shall not be entitled to any fee or compensation for acting as my Agent, however, my Agent will be entitled to reimbursement for any and all out-of-pocket expenses, including any travel expenses, that my Agent incurs in that capacity.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Dated at the _____ of _____, in the Province of Alberta, on the _____ day of _____, 202__.

SIGNED in the presence of:

Witness 1 signature

Print name

Address

City Province

Witness 2 signature

Print name

Address

City Province