



WILL OF KEVIN JOSEPH DOE

Prepared by **Justly NZ Limited**

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This is the Last Will of KEVIN JOSEPH DOE of Auckland, CEO.

1. **SCOPE OF WILL**

- 1.1 My will is made in contemplation of my marriage to my fiance, AMBER MARIE SMITH (Amber) but does not depend on the marriage taking place.

2. **REVOCATION**

- 2.1 I revoke all earlier wills and codicils.

3. **EXECUTORS AND TRUSTEES**

- 3.1 I appoint my fiance, AMBER MARIE SMITH (Amber) of Achristchurch, Police officer, to be my executor and trustee ("my Trustee").
- 3.2 If my fiance, AMBER MARIE SMITH (Amber) of Achristchurch, Police officer, predeceases me or is living at my death but is unwilling or unable to act then, but not otherwise, I appoint the partners at the date of my death in the firm Saunders & Co., lawyers of Christchurch, or its successor firm or the director of any successor incorporated company ("the firm"), to be the executors and trustees of this my will ("my Trustees") (and I express the wish that one and only one of such partners of the firm, shall prove my will and act initially in its trusts).

4. **FUNERAL DIRECTIONS**

- 4.1 I request that my organs and/or body be donated in accordance with any wishes I may have made known to my Trustee and family members.
- 4.2 Subject to any donor request provided in this my will, I request that my body be buried in accordance with any wishes I may have made known to my Trustee and family members.
- 4.3 I wish for my family, or if they are unwilling or unable, my Trustee to decide on any service to be held in my honour. Any outstanding costs associated with my final arrangements shall be treated as administration expenses and will cost as much as my Trustee think reasonable.

5. **GUARDIANSHIP**

5.1 I appoint my brother, PATRICK JOHN DOE (Patrick) the guardian of my children.

6. **FAMILY TRUST**

6.1 Rapanui Trust

- (a) In consideration of my natural love and dated 2014, I release any debts owing to me by the trustees of that trust at the time of my death to the intent that payment not be required.
- (b) If, at my death, I hold any power of appointment under the Rapanui Trust created by trust deed dated 2014, which also empowers me to appoint by will a person to exercise that power of appointment in the event of my death, I hereby exercise such power given to me and I appoint PATRICK JOHN DOE, Christchurch, Accountant to exercise such power of appointment, after my death.

7. **GIFTS**

7.1 I give the following specific gifts from my estate:

7.2 I give my Matai Bay oil painting by John Horner to Patrick, provided he survives me.

7.3 If a specified beneficiary is unable to receive the gift or fails to meet any specified conditions, and there is no alternative beneficiary expressly provided for in this my will, that gift is to form part of the residue and be distributed in accordance with my instructions set out for dealing with the residue.

8. **RESIDUE**

8.1 I give the whole of the rest of my estate to my Trustee on trust to pay my debts, funeral and monumental expenses, any Trustee administration expenses payable on my estate, and to deal with the residue as follows:

8.2 If Amber survives me, I direct my Trustee to give the residue to Amber, for his/her own use and benefit absolutely.

8.3 If 8.2 fails, all of the residue Amber would have received is instead to go to my children as shall survive me, in equal shares.

8.4 If the trusts of any share in the residue fail, and there is no alternative beneficiary expressly provided for in my will, then the failed share will be divided and added to the other shares in the same portion which those shares bear to each other.

9. TRUSTEE POWERS

9.1 In addition to any other powers authorised by law, my Trustee has and may exercise the following powers, authorities and discretions:

- (a) To distribute my estate either by money payment, by the allocation of unconverted assets, or by both methods.
- (b) To appropriate any part or parts of my estate as a separate fund or funds to meet any payments due under this my will.
- (c) To retain any investments I own at my death, whether or not they produce any income and even if they are not investments which could properly be made by my Trustees. My Trustees will not be liable for any loss caused by their retention.
- (d) To apportion or treat as capital any income my Trustees receive at any time after my death. Instead, my Trustees will treat that income as though it has accrued and become payable at the time my Trustees received it.
- (e) To invest and change investments as freely as if my Trustees were beneficially entitled. Where those sections are applicable, my Trustees will not be bound by the requirements of sections 13B and 13C of the Trustee Act 1956 and section 13E of that Act will not apply.
- (f) To determine the value of any assets to be distributed or appropriated in such manner as they think fit.
- (g) To pay any money or to transfer any assets to any parent or guardian of any infant or incapacitated beneficiary without responsibility for the application of that money or those assets.
- (h) To sell or lease any property by any method upon such terms as they think fit.

- (i) To postpone the sale and conversion of any part of my estate (including any wasting assets) for so long as they think fit without being responsible for any consequent loss.
- (j) Any trustee may purchase any property forming part of my estate subject to an independent valuation being obtained from a registered valuer and to the purchase price exceeding that valuation.
- (k) To improve or join in improving the whole or any part of the real or leasehold property forming part of my estate to any extent my trustee may deem appropriate the cost of such improvements to be a charge against the income of my estate and in so far as my trustee will in their absolute discretion determine that the whole or any part of such cost in any year will be a charge against the capital of the residue of my estate.
- (l) To insure any property to its full replacement value.
- (m) To borrow any money for any purpose in connection with the administration of my estate by unsecured loan or by mortgage or other security over any property forming part of my estate.
- (n) To use all or part of the vested or contingent share of any person under this Will for their maintenance, education, advancement or benefit. Payments may be made for these purposes to a parent or guardian, but my Trustees shall not be required to see to the application of such payments.
- (o) To lend any money to any beneficiary either with or without security on such terms and conditions as they think fit without being responsible for any consequent loss.
- (p) To give any guarantee for the benefit of my estate or any beneficiary, whether alone or together with any other persons or company.
- (q) To continue, or acquire and carry on, any interest in any business or to commence and carry on any business, either alone, in partnership, or on a corporate basis and to exercise all usual powers of management and control for such period as they decide.

- (r) To access, download, and backup digital assets, convert my file formats, access any and all devices necessary to manage digital assets, and clear computer caches and/or delete files or accounts.
- (s) To determine the identity of any pets and arrange for pets to be re-homed in suitable dwellings and/or to use funds from the estate as reasonably required to license, care for and pay veterinary bills of pets for treatment or euthanasia.
- (t) To take and act upon the opinion of any barrister and/or solicitor practising in New Zealand or in any other jurisdiction whether in relation to the interpretation of this will, any statute, or as to the administration of my estate without being liable in respect of any act done by them in accordance with such opinion, and to make any application to the court my trustees may think fit. All expenses of any opinion or application will be paid out of my estate.

10. **PROFESSIONAL FEES**

- 10.1 I direct that any Trustee of mine being a barrister, solicitor, or chartered accountant will be entitled to charge for and be paid for all work done for my estate whether of a strictly professional nature or not in all respects as though he or she were not a Trustee.

11. **LIABILITY OF TRUSTEES**

- 11.1 No Trustee will be personally liable for any loss incurred as a Trustee in the course of administration of my estate but, if personal liability be asserted, the Trustee will be entitled to full indemnity from my estate unless that liability arose from the Trustee's own dishonesty or from the wilful commission or omission by that Trustee of an act known to be a breach of trust.

12. SURVIVAL REQUIREMENT

12.1 No person shall be deemed to have survived me unless such person is living the day after my death.

Dated the _____ day of _____ 20____

Signed by KEVIN JOSEPH DOE, the will-maker in our presence and signed by us in their presence and the presence of each other.

First Witness' Signature:

First Witness' Name:

First Witness' Occupation:

First Witness' Address:

Second Witness' Signature:

Second Witness' Name:

Second Witness' Occupation:

Second Witness' Address: