## 508231157 11/15/2023

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8278347

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
ROBERT R. PAWLUK	10/31/2023	

## **RECEIVING PARTY DATA**

Name:	MARLYN PAWLUK	
Street Address:	36 RAMBLEWOOD DRIVCE	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M1C3E1	

## **PROPERTY NUMBERS Total: 8**

Property Type	Number
Patent Number:	8558112
Patent Number:	9059575
Patent Number:	9583922
Patent Number:	10141731
Patent Number:	D647387
Patent Number:	D660140
Patent Number:	D668130
Patent Number:	D672639

#### **CORRESPONDENCE DATA**

**Fax Number:** (416)961-5081

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 4169615000

**Email:** riches@patents-toronto.com

Correspondent Name: RICHES, MCKENZIE & HERBERT LLP Address Line 1: 2 BLOOR STREET EAST, SUITE 1800

Address Line 4: TORONTO, CANADA M4W3J5

ATTORNEY DOCKET NUMBER:	G2218/1/2
NAME OF SUBMITTER:	GARY M. TRAVIS
SIGNATURE:	/Gary M. Travis/

PATENT 508231157 REEL: 065583 FRAME: 0599

**DATE SIGNED:** 11/15/2023 **Total Attachments: 37** source=Pawluk Assignment#page1.tif source=Pawluk Assignment#page2.tif source=Pawluk Assignment#page3.tif source=Pawluk Assignment#page4.tif source=Pawluk Assignment#page5.tif source=Pawluk Assignment#page6.tif source=Pawluk Assignment#page7.tif source=Pawluk Assignment#page8.tif source=Pawluk Assignment#page9.tif source=Pawluk Assignment#page10.tif source=Pawluk Assignment#page11.tif source=Pawluk Assignment#page12.tif source=Pawluk Assignment#page13.tif source=Pawluk Assignment#page14.tif source=Pawluk Assignment#page15.tif source=Pawluk Assignment#page16.tif source=Pawluk Assignment#page17.tif source=Pawluk Assignment#page18.tif source=Pawluk Assignment#page19.tif source=Pawluk Assignment#page20.tif source=Pawluk Assignment#page21.tif source=Pawluk Assignment#page22.tif source=Pawluk Assignment#page23.tif source=Pawluk Assignment#page24.tif source=Pawluk Assignment#page25.tif source=Pawluk Assignment#page26.tif source=Pawluk Assignment#page27.tif source=Pawluk Assignment#page28.tif source=Pawluk Assignment#page29.tif source=Pawluk Assignment#page30.tif source=Pawluk Assignment#page31.tif source=Pawluk Assignment#page32.tif source=Pawluk Assignment#page33.tif source=Pawluk Assignment#page34.tif source=Pawluk Assignment#page35.tif source=Pawluk Assignment#page36.tif source=Pawluk Assignment#page37.tif

## ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Robert R. PAWLUK (deceased), by his Executrix, Marlyn Pawluk, whose complete address is 36 Ramblewood Drive, Toronto, Ontario, Canada M1C 3E1, and having authority pursuant to the appointment made pursuant to the Last Will and Testament of Robert Russel Pawluk attached as Scheule A hereto.

Hereby affirms, acknowledges and agrees that he has assigned and do hereby sell, assign and transfer to Marlyn PAWLUK an individual, whose complete address is 36 Ramblewood Drive, Toronto, Ontario, Canada MIC 3E1 his successors, assigns and legal representatives, his entire right, title and interest for the United States, Canada, and all foreign countries, in and to the following Utility and Design Patents and Industrial Design Registrations:

Country	Title	Serial No.	Filing Date	Issue Date	Patent No.
Canada	Multi Level Cable Bus System with Modular Cable Trays	2720146	04-Nov-10	02-Jan-18	2720146
Canada	Multi Level Cable Bus System with Modular Cable Trays	2985303	04-Nov-10	24-Mar-20	2985303
Canada	Multi Level Cable Bus System with Modular Cable Trays	3043403	04-Nov-10	15-Dec-20	3043403
United States of America	Multi Level Cable Bus System with Modular Cable Trays	12/929671	08-Feb-11	15-Oct-13	8558112
United States of America	Multi Level Cable Bus System with Modular Cable Trays	14/026758	13-Sep-13	16-Jun-15	9059575
United States of America	Multi Level Cable Bus System with Modular Cable Trays	14/700374	30-Apr-15	28-Feb-17	9583922
United States of America	Multi Level Cable Bus System with Modular Cable Trays	15/402595	10-Jan-17	27-Nov-18	10141731

Country	Title	Serial Nr	Filing Date	Reg No.	Issue Date
United States of America	CABLE GROMMET	29/371393	07-Feb-11	647387	25-Oct-11
United States of America	T-SLOT BOLT	29/371398	08-Feb-11	660140	22-May-12
United States of America	CLAMPING BAR	29/371397	08-Feb-11	668130	02-Oct-12
United States of America	WING NUT	29/418130	12-Apr-12	672639	18-Dec-12

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together with the right to claim priority thereto in respect of both domestic and foreign applications, all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States, Canada and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States, Canada and all foreign countries on said improvements;

Covenant with said Assignee, his successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Executed at Toronto, Ontario, Canada, this \_\_3/\_\_day of October 2023

Robert R. PAWLUK (deceased), by his Executrix, Marlyn Pawluk

#### **DECLARATION OF WITNESS**

I hereby declare that I was personally present and did see Marlyn Pawluk, in the capacity of Executrix of the estate of Robert R. PAWLUK, duly sign and execute the foregoing assignment.

Trances van Zyl
(Signature of Witness)

Name: FRANCES VAN ZYL

Address: 35 RAMBLEWOOD DRIVE

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THIS IS THE LAST WILL AND TESTAMENT of me, ROBERT RUSSEL PAWLUK, of the City of Toronto, in the Province of Ontario with respect to my Primary Estate (as such term is hereinafter defined).

- (a) I HEREBY REVOKE all Wills and testamentary dispositions of every nature and kind whatsoever by me heretofore made, regarding those assets, which form part of my Primary Estate.
- (b) I DECLARE that subsequent to the execution of this Will, I will execute a Will dealing with certain of my assets (defined herein and in such Will to be my Secondary Estate).
- 2. I DECLARE that in this Will the following terms shall be interpreted in accordance with the following rules:
- (a) "Income Tax Act" shall mean the *Income Tax Act (Canada)*, as amended, or such provision or provisions as the case may be, as amended from time to time, of any legislation of the Parliament of Canada in force of like or similar effect;
- (b) "Personal Effects" shall mean all articles of personal, domestic, household and garden use or ornament owned by me at my death, including artworks or interests therein, consumable stores, automobiles, boats, motors and accessories thereto, owned by me at my death;

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- (c) "Primary Estate" shall mean all my property of every nature and kind whatsoever situate at my death (including any property over which I may have a general power of appointment), other than my Secondary Estate;
- (d) "Private Company" shall mean a corporation whose constating documents restrict the right to transfer shares of such corporation and whose shares, at the time of my death, are not listed, traded, posted or quoted on any stock exchange, quotation system or any public market for the trading in securities generally; and
- (e) "Secondary Estate" shall mean my personal effects and any shares owned by me at the time of my death in the capital stock of, any shareholder loans owing to me by and any assets held in trust for me by any other Private Company that is, at the time of my death, controlled directly or indirectly by me alone or by me together with one or more persons with whom I do not deal at arm's length within the meaning of the *Income Tax Act*.
- 3. I NOMINATE, CONSTITUTE AND APPOINT my wife, MARLYN ISOBEL PAWLUK, sole Executrix and Trustee of this my Will, but if my said wife shall predecease me or die within a period of thirty (30) days following my decease, or without having proved this my Will, then on the death of the survivor of me and my said wife, I NOMINATE, CONSTITUTE AND APPOINT

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of this my Will in place and stead of my said wife. I hereinafter refer to my Executors and Trustees for the time being as my "Trustees".

I DIRECT that should any difference of opinion at any time exist between the Trustees for the time being of this my Will in relation to the commission or omission of any act or otherwise howsoever in the execution of the trusts of this my Will or any Codicil, hereto, the opinion of the majority of such Trustees shall prevail, notwithstanding that any one or more of such Trustees may be personally interested or concerned in the matter in dispute or question.

#### I DECLARE that:

- or more persons to act as additional or replacement Trustee or Trustees hereunder.

  Any person so appointed to act as a Trustee shall, upon acceptance of such appointment, be vested with the same powers, authorities, duties and obligations contained in this Probate Will, along with the continuing Trustee or Trustees, without further assignment, transfer, conveyance of any kind or any order of any court of tribunal as if such person were originally named as a Trustee under this Probate Will;
- (b) any of my Trustees may resign on thirty days' written notice to the next appointed Trustee. No Trustee who resigns shall be required to pass his or her accounts, and the next appointed Trustee shall only be liable for the assets which are delivered to him or her by the Trustee so resigning.

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- 4. I HEREBY DIRECT that no Trustee, wherever resident or domiciled, shall be required to give any bond or security for the administration of this my Will with respect to my Primary Estate in any part of Canada or any Province thereof or in any commonwealth or foreign country or place.
- 5. To the extent that I have not already done so during my lifetime, I designate

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lawful wedlock to the adopting parent.

## 7. I DIRECT that:

- (a) any succession, legacy, gift or inheritance, whether as to income or capital, to which any person is or shall become entitled in accordance with the provisions of this my Will, or any Codicil hereto, or any property substituted therefore;
- (b) any fruits, revenues or income at any time subsequently derived from such succession, legacy, gift, inheritance or any property substituted therefore;
- (c) any accretion in value to such succession, legacy, gift, inheritance or any property substituted therefore; and
- (d) any property into which referred to in paragraphs (a) through (c), above, can be traced, shall be excluded from such person's net family property, as such term is defined in the *Family Law Act*, R.S.O. 1990, c.F.3, and shall not fall into any community of property or partnership of acquests which may exist between any such person and his or her consort under the provisions of the Civil Code of Quebec, or under the laws of any other jurisdiction, but shall remain the private property of such person, free from the control or interests of his or her consort. This is an express statement within the meaning of sub-section 4(2) 2 of the *Family Law Act* and if applicable, of Article 450 of the Civil Code of Quebec.

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trusts:

(a) To transfer whatever real property I may own at the date of my death

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hereby authorize my Trustees in their uncontrolled discretion to commute or prepay any such taxes or duties.

- (ii) Except to the extent same have been paid out of my Secondary Estate, my Trustees shall also pay out of and charge to the capital of my general Primary Estate all income taxes which may be payable under the *Income Tax Act*, or any similar legislation of any province of other jurisdiction in force from time to time, in connection with any property which is disposed of or deemed to be disposed of by my Primary Estate on my death pursuant to the *Income Tax Act* or similar legislation of any province of other jurisdiction in force from time to time.
- (iii) Any duties or taxes so paid shall be treated as an ordinary debt of my Primary Estate.
  - (iv) I further authorize my Trustees to:
- (A) remit to the Trustees of my Secondary Estate such amount or amounts as the Trustees of my Secondary Estate advise at any time or from time to time as are necessary, convenient or desirable to pay all or part of any gifts, legacies, funds, bequests or inheritances made pursuant to my Will with respect to my Secondary Estate or in any Codicil thereto; and
- (B) to pay such part or all as my Trustees and the Trustees under my Will with respect to my Secondary Estate shall agree, in respect of my just debts, funeral and testamentary expenses, and all estate, legacy, succession or inheritance duties and taxes with respect to my Secondary Estate whether imposed by or

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pursuant to the laws of this or any province, state, country or jurisdiction whatsoever that may be payable in connection with any property passing on my death (or deemed so to pass or deemed to be property of mine by any governing law) or in connection with any proceeds, payments or distributions with respect to any insurance and/or annuities on my life or any gift or benefit given or conferred by me either in my lifetime or by survivorship or by this Will or any Codicil thereto and whether such duties and taxes be payable in respect of estates or interests which fall into possession at my death or at any subsequent time; and the receipt of the Trustees of my Secondary Estate and their undertaking to apply the sum in payment of the amounts payable shall be an absolute discharge to my Trustees hereunder in respect thereof.

- (c) Subject to the provisions of paragraphs 8(a) and 8(b), above, to exercise one or more of the following powers in the administration of my Primary Estate:
- (i) to retain any asset of my Primary Estate regardless of whether such asset is personalty, realty, moveable, immoveable, intangible or of any other form whatsoever, (notwithstanding that it may not be in the form of an investment or investments in which trustees by law are authorized to invest trust funds or that the standard of care with respect to the investment of property imposed by law for trustees, the obligation to consider certain criteria in planning the investment of the property of my Primary Estate, the obligation to diversify the investment of the

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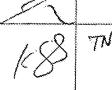
property of my Primary Estate imposed by law for Trustees, or any other restriction. limitation or obligation imposed by law for Trustees that may limit or restrict the power, authority or discretion of my Trustees relating in any manner whatsoever to the investment of property generally are not satisfied or followed by my Trustees. and whether or not there is a liability attached to any such asset) for such length of time as my Trustees in their absolute discretion deem advisable, including the entire term of the administration of my Primary Estate; and I declare that my Trustees, when making any investments for my Primary Estate, shall not be limited to investments authorized by law for trustees but may make any investments which they consider advisable, and I further declare that my Trustees shall not be subject to or be governed by the standard of care with respect to the investment of property imposed by law for trustees, the obligations to follow certain criteria in planning the investment of the property of my Primary Estate or to diversify the investment of the property of my Primary Estate imposed by law for trustees, or any other restriction, limitation or obligation imposed by law for trustees that may limit or restrict the power, authority or discretion of my Trustees relating in any manner whatsoever to the investment of property generally, and my Trustees shall not be held responsible for any loss that may happen to my Primary Estate by reason of my Trustees so doing, and I also declare that no property not in fact producing income shall be treated as producing income. Provided that it is not intended that this power

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contradict or delay any direction or authority to my Trustees to distribute any asset or portion of my Primary Estate to any beneficiary at any particular time;

- (ii) to sell, call in and convert into money any asset of my Primary Estate not consisting of money, whether such asset is personalty, realty, moveable, immoveable, intangible or of any other form whatsoever, at such time or times, in such manner and upon such terms, and either for cash or credit, or part cash and part credit, as my Trustees in their absolute discretion decide upon;
- Primary Estate in its then actual condition or state of investment in or towards the partial or total satisfaction of the interest of any beneficiary in my Primary Estate. No beneficiary shall have the right to insist that my Trustees first sell, and convert any asset of my Primary Estate into cash or any other form of investment prior to satisfying such beneficiary's interest in my Primary Estate. All decisions by my Trustees, in this regard, shall be made by them in their absolute discretion, and shall be final and binding upon all of the beneficiaries of my Primary Estate. And for these purposes, my Trustees shall have the power to determine the value of my Primary Estate and any part or parts thereof in any manner that my Trustees shall see fit. Any such valuation as aforesaid shall be made as of the date of distribution of any such part of my Primary Estate and, notwithstanding any fluctuation in market value, shall be final and binding upon all the beneficiaries of my Primary Estate, notwithstanding that one or more of my Trustees may be beneficially interested in the property or any



part thereof so valued. In addition, the following provisions shall govern the administration of my Primary Estate:

- (iv) no reversionary interest shall be sold prior to falling into possession unless my Trustees in their absolute discretion see reason to the contrary; and
- (v) no property not in fact producing income shall be treated as producing income.
  - (d) (i) TO PAY OR TRANSFER the residue of my Primary Estate to my

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accordance with the provisions of this paragraph.

- (ii) Provided that notwithstanding anything to the contrary 8(f)(i) above, for a period of twenty-one (21) years after the date of my death, my Trustees may in any year, accumulate and add to the capital of such Portion the whole or any part of the annual net income derived from such Portion as my Trustees in their absolute discretion consider advisable. Provided, however, that nothing in this paragraph 8(f)(ii) is intended to prevent or delay the distribution of such Portions to the beneficiaries provided for in accordance with the provisions of paragraph 8(f)(i).
- 9. It is my express wish and desire that my Trustees continue to engage the services of BDO Canada LLP as accountants for my Primary Estate.
- 10. It is my express wish and desire that my Trustees continue to engage the services of KENNETH L. SALTZMAN as the solicitor of my Primary Estate.

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- 11. Whenever my Trustees may be directed or authorized to pay or apply the annual net income of my Primary Estate to one or more beneficiaries alive at the end of any year, my Trustees may pay such annual net income in annual or more frequent periodic payments during such year, and for such purpose my Trustees at any time or times during such year are hereby specifically authorized and empowered to make reasonable estimates of the annual net income for such year in order to ascertain the amount of the annual net income which is accrued to the date of such periodic payment. In the event that the annual net income shall in fact be less than the amount so paid to the beneficiaries during such year, my Trustees shall not be responsible for any such deficiency. And further, my Trustees shall not be responsible for any payment of income to any beneficiary during such year as aforesaid in the event that such beneficiary should not be alive at the end of such year, and my Trustees shall not be obliged to take any steps to recover any such payments and further, the recipient of any such amount shall not be liable to my Primary Estate or to any beneficiary of my Primary Estate.
- 12. Wherever I have used the expression "net income" in connection with my Primary Estate or any part thereof, the expression "net income" shall mean all of the income of my Primary Estate or such part thereof, as the case may be, less the aggregate of:
- (a) any and all expenses incurred in or about the management of myPrimary Estate and the assets or such part thereof, as the case may be;

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- (b) such further or other sums in each year as my Trustees shall in their sole and absolute discretion consider to be proper allowances, reserves, deduction, disbursements and/or outgoings applicable thereto in accordance with generally accepted accounting principles; and
- (c) without limiting the generality of the foregoing, such sum in each year as my Trustees shall in their absolute discretion consider necessary and advisable from time to time as being on account of depreciation, depletion, deterioration or obsolescence of the assets in my Primary Estate or such part thereof, as the case may be.
- 13. IF ANY PERSON should become entitled indefeasibly to any share in my Primary Estate before attaining the age of majority, the share of such person and any income derived therefrom shall be held and kept invested by my Trustees and the income and capital or so much thereof as my Trustees in their absolute discretion consider necessary or advisable shall be used for the benefit of such person until he or she attains the age of majority.
- 14. Notwithstanding anything else contained herein, if any beneficiary shall acquire a vested interest in any share, portion, part or parts of my Primary Estate before attaining the age of majority, the interest of such beneficiary shall be held and kept invested by my Trustees and, subject to the applicable law against accumulations and the provisions of this my Will for any distribution of any share or portion of my Primary Estate later than upon a beneficiary attaining the age of

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majority, the income and capital, or so much thereof as my Trustees shall in their unfettered discretion determine necessary or advisable, shall be paid, applied or used for the benefit of such beneficiary until he or she attains the age of majority.

- 15. I AUTHORIZE my Trustees to make any payments or transfers for any person under the age of majority or otherwise under disability to a parent or legal or *de facto* guardian or person acting as such of such person and my Trustees shall not be under any obligation to see the application of any funds so paid, transferred or applied; and the receipt of such person shall be sufficient discharge of my Trustees in respect of such payments.
- 16. I direct that all dividends paid in the form of stock received by my Trustees in connection with any shares of stock from time to time held by them shall be deemed to be and shall be dealt with as capital of my Primary Estate.
- 17. I HEREBY DECLARE that my Trustees when making investments for my Primary Estate may make any investments which in their uncontrolled discretion they consider to be to the advantage of my Primary Estate and my said Trustees shall not be liable for any loss that may happen to my Primary Estate in connection with any such investments made by them in good faith.
- 18. My Trustees may, in their discretion, invest any sum or sums in my Primary Estate requiring to be invested together with the capital sum representing the residue of my Primary Estate in a common fund, with the object of giving all such sums the advantage of greater diversification and similar selection of investments and of

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avoiding the possibility of the capital value of the sum provided for one beneficiary appreciating or depreciating more than the capital of the sum provided for another beneficiary. At the time of each payment of capital out of the common fund the valuation of the fund by my Trustees for the purpose of that payment shall be final and binding.

19. My Trustees may invest the monies of my Primary Estate in any investment or investments which my Trustees shall in their absolute discretion deem advantageous to my Primary Estate (including without limiting the generality of the foregoing, units or interest in any mutual funds, common trust funds, unit trusts, insurance policies or annuity contracts under which segregated funds of an insurer are available or similar investments), not being limited to investments expressly authorized by law and not being subject to or being governed by the standard of care with respect to the investment or property imposed by law for trustees, the obligations to follow certain criteria in planning the investment of the property of my Primary Estate or to diversify the investment of the property of my Primary Estate imposed by law for trustees, or any other restriction, limitation or obligation imposed by law for trustees, or any other restriction, limitation or obligation imposed by law for trustees that may limit or restrict the power, authority or discretion of my Trustees relating in any manner whatsoever to the investment of property generally, and in like manner from time to time to alter or vary such investments; I hereby exonerate my Trustees from any responsibility or liability for loss or damage which

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may be occasioned to my Primary Estate through a bona fide exercise by them of any of the discretion vested in them, whether as to retention, realization, conversion or investment.

- 20. I hereby expressly authorize my Trustees to incorporate any company or companies under the laws of any jurisdiction in the world at the expense of my Primary Estate for the purpose of investing the whole or any part of my Primary Estate wholly or partly in shares or other securities of such company or companies; to retain in their existing form as investments of my Primary Estate for so long as my Trustees in their discretion shall see fit, any shares, bonds, dividends, debentures, securities or other evidences of indebtedness in any company without being responsible for any loss occasioned thereby, and my Trustees shall have power with respect to any shares or other securities of any nature whatsoever in any incorporated company:
- (a) To vote in person or by proxy upon the securities held by them and to delegate their discretionary powers in respect thereof, to exercise options, conversions, privileges or rights to subscribe for additional securities attaching to any securities held by them, and to make payment therefor and to consent to or participate in dissolutions, re-organizations, consolidations, mergers, pooling agreements, reconstructions, amalgamations, voting trusts, or sales affecting securities of companies held by them and in such connection to delegate their discretionary power and pay assessments, subscriptions and other charges; and to

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vote for the election of themselves or of any one or more of themselves to any executive office or to membership on any board of directors or executive or other committee of any such corporation or association, and to serve in any such office or on any such board or committee and accept and receive remuneration for such services, without diminution of their compensation as fiduciaries hereunder and without being required to account therefore; to grant proxies, discretionary or otherwise, to vote at meetings of shareholders or of directors; to transfer share to my Trustees or an of them or to other individuals for the purpose of representation and for the purpose of the appointment of such persons as directors and/or officers; and

held at any time in my Primary Estate (or property which can be conveniently dealt with jointly) in carrying out any plan for the consolidation, subdivision or merger, dissolution or liquidation, foreclosure, lease or sale of the property, incorporation or reincorporation, reorganization or readjustment of the capital or financial structure of any corporation, company, or association the securities of which may form a portion of my Primary Estate; to become and serve as members of any stockholders' or bondholders' or creditors' protective committee; to present proposals; to oppose proposals presented; to approve or disapprove what is discussed, and to protect against any matter or thing which my Trustees might consider contrary to the best interests of my Primary Estate; to deposit securities in accordance with any plan agreed upon; to pay any assessments, expenses and sums of money that may be

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required for the protection or furtherance of the interests of the beneficiaries of this my Will with reference to any such plan; and to receive and retain as investments of my Primary Estate any new securities issued as a result of the execution of such plan, whether or not they would be authorized investments but for this provision of this my Will.

- 21. Without in any way restricting the general power and discretion in this my Will given to my Trustees, I hereby specially authorize and empower them to continue and carry on any business which I may own or in which I may be interested at the time of my death, and either alone or in partnership with any person or persons who may be a partner or partners therein for the time being, for such length of time as in their uncontrolled discretion my Trustees may consider to be in the best interests of my Primary Estate, and I give to my Trustees power to do all things necessary or advisable for the carrying on of any such business and in particular, but without limiting the generality of the foregoing, my Trustees shall have the following powers, namely:
- (a) They may from time to time upon the expiration of the term of any partnership renew the same for any period determined or otherwise and at any time or times vary any or all of the terms contained in any partnership articles.
- (b) They may employ therein or withdraw therefrom any capital which may be employed therein at my death or advance, with or without taking security,

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any additional capital which they may deem desirable for effectually carrying on such business.

- of any person or persons as a partner or partners therein, and as to the division of the profits thereof, or the payment of any sum or sums in lieu of profits to any partner, and as to the hiring or employment of any person or person therein (including any one or more of my Trustees) at such salary or remuneration as they shall think proper, and as to the extension or curtailment of the business thereof or the adoption of any new line of business.
- (d) They may from or join in forming a limited company for the purpose of taking over or purchasing the whole or any part of any such business or may sell the same to a limited company at such price and subject to such terms and conditions as my Trustees may determine, and in consideration for any such taking over or sale, may accept cash, bonds, notes, preference or common shares of any company, whether or not such company is the company taking over or purchasing as aforesaid, or all or any of the aforesaid as my Trustees may think fit, and any bonds, notes, preference or common shares so received shall be an authorized investment under this my Will.
- 22. I authorize and empower my Trustees to employ and pay for such professional or other assistance as my Trustees may deem requisite in the discharge of their duties as trustees and, without restricting the generality of the foregoing, in

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the event that any one or more of my Trustees shall be a barrister, solicitor, chartered accountant or other person engaged in any profession or business, to employ such person and to pay such person or persons all usual professional and other charges for business transacted, time expended and acts done by such person, such person's clerk or such person's firm in connection with the trusts hereof including any act which such Trustee or Trustees not being a barrister, solicitor, chartered accountant or other person engaged in any profession or business could have done personally.

- 23. I authorize and empower my Trustees to employ and pay for such professional advice in relation to the investment of property as my Trustees may consider advisable; I hereby exonerate my Trustees from any responsibility or liability for loss or damage which may be occasioned to my Primary Estate by the reliance of my Trustees on such advice notwithstanding that a prudent investor may not have relied on such advice under comparable circumstances.
- 24. If at any time and for so long as any real or leasehold property shall form part of my Primary Estate, to sell, partition, exchange or otherwise dispose of the whole or any part of my real property in such manner and upon such terms as to credit or otherwise as my Trustees in their discretion consider advisable, with power to accept purchase money, mortgage or mortgages for any part of the purchase or exchange price; to mortgage and to let or lease such property from month to month, year to year or for any term of months or years and subject to such covenants and conditions as my Trustees shall think fit; to accept surrenders of leases and tenancies; to expend

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money in repairs, alterations and improvements and generally to manage the property; to give any options with respect to such property or properties as they may consider advisable; and to execute and deliver such deeds, mortgages, leases or other instruments as may be necessary to effect such a sale, mortgage, lease or other disposition; provided that my intention in conferring the powers and discretions in this paragraph is discretionary and not mandatory to my Trustees.

- 25. I authorize and empower my Trustees to renew and keep renewed any mortgage or mortgages upon any real estate forming part of my Primary Estate and to pay off or renegotiate any mortgage or mortgages which may be in existence at any time.
- 26. I authorize and empower my Trustees to make any partition or appropriation of any real or person property forming part of my Primary Estate in its then actual condition or state of investment in or towards satisfaction of payment of any share in my Primary Estate and to charge any share therein with sums by way of equality of partition, and for these purposes, my Trustees shall have the power to determine the value of my Primary Estate or any part or parts thereof in any manner as my Trustees shall see fit and any such valuation as aforesaid, notwithstanding any fluctuation of market value, shall become final and binding upon all the beneficiaries of my Primary Estate, notwithstanding that one or more of my Trustees may be beneficially interested in the property or any part thereof so valuated.

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- 27. I authorize and empower my Trustees to lend the whole or any part of my Primary Estate upon any security which they may deem sufficient or upon no security whatever; to enter into guarantees or indemnifications for the benefit of the beneficiaries of this my Will and persons, firms or corporations other than the beneficiaries of this my Will and to give security therefore as my Trustees in their discretion decide; and to renew and keep renewed such guarantees and indemnifications as my Trustees see fit; to borrow money from themselves individually or from others, either without security or upon the security of any of the property, real or personal entrusted to them or from time to time held by them under this my Will, for such purposes and upon such terms and conditions as they shall deem advisable, and without limiting the generality of the foregoing, for the payment of taxes, debts, duties, legacies or expenses and to mortgage, pledge, hypothecate or otherwise encumber, any or all of such property to secure the repayment of money borrowed; and to extend or modify any such encumbrance.
- 28. I authorize and empower my Trustees to compromise, settle, waive or pay any claim or claims at any time owing to my Primary Estate, or which my Primary Estate may have against others, for such consideration or no consideration, and upon such terms and conditions as my Trustees may deem advisable, and to refer to arbitration all such claims if my Trustees deem same advisable, and I hereby specifically exonerate my Trustees in connection with any such settlements if they act bona fide.

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29. I direct that the Trustees for the time being of this my Will shall be responsible for so much money only as they shall respectively actually receive, and that they shall not be answerable for involuntary losses, or for any banker or broker in whose hands any of the trust monies shall be placed, or for the acts or defaults of each other, and particularly that any Trustee who shall pay to his/her Co-Trustee, or shall do or concur in any act enabling his/her Co-trustee to receive any monies for the general purposes of this my Will, or for any definitive purpose authorized by my Will, shall not be obliged to see to the due application thereof, nor shall such Trustee be subsequently rendered responsible by an express notice or intimation of the actual misapplication of the said monies, but this clause shall not restrict the power of any Trustee to require from his/her Co-Trustee an account of the application of monies in his/her hands, or to insist on his/her replacing monies misapplied by him/her.

30. I authorize any one or more of the beneficiaries of this my Will, (notwithstanding that such beneficiary or beneficiaries may be a Trustee or Trustees of this my Will), to purchase any part or parts of my Primary Estate, real or personal, either at public auction or by private contract, provided in the latter case that the sale shall be conducted by my Trustees (or by the disinterested Trustee or Trustees of this my Will, in the event that a beneficiary or beneficiaries so purchasing is also a Trustee or Trustees of this my Will), and shall be at such price or prices and subject to such terms and conditions and either for cash or credit or for part cash and part

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credit as the Trustee or Trustees of this my Will conducting the sale shall consider fair and reasonable.

- 31. I direct that my Trustees shall be fully protected in exercising any discretion granted to them in this Will and shall not be liable to the beneficiaries or their heirs or personal representatives by reason of the exercise of, or the failure to exercise, any such discretion. My Trustees shall exercise the powers, authority and discretion given them in what they deem to be the best interest, whether monetary or otherwise, of the beneficiaries, whether or not such exercise, or failure to exercise, may have the effect of conferring an advantage on any one or more of the beneficiaries or would otherwise, but for the foregoing be considered as being other than an impartial exercise of their duties hereunder or as not being the maintenance of an even-hand among the beneficiaries and all such exercise of their powers, authority and discretion shall be binding upon all of the beneficiaries and shall not be subject to any question or review, by any person, official, authority, court or tribunal whatsoever or whomsoever.
- 32. If any of my Trustees (other than a trust company) performs in a management, executive or other capacity of any corporation in which my Primary Estate has a direct or indirect interest, then such Trustee may receive remuneration for these services, without being liable to account therefore, in addition to any compensation which such Trustee may be entitled to for acting as a Trustee hereunder.

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- 33. I hereby authorize my Trustees to engage agents as they in their discretion shall select to assist them in the administration of my Primary Estate or to do any act that they consider reasonable or necessary in respect of such administration, and they shall have the power to delegate to any such agent such authority as they consider appropriate in all the circumstances of my Primary Estate provided they shall not delegate to such agent the discretionary right to distribute the income or the capital from my Primary Estate, and my Trustees shall pay the charges for any such services either out of the net income or the capital of my Primary Estate as they shall see fit and notwithstanding that one or more of my Trustees may be a member of or associated with any agent so employed.
- 34. In the general administration of my Primary Estate and particularly in investing and reinvesting the trust funds under this Will and distributing income and capital as herein provided either by the exercise of a discretion or otherwise, my Trustees may have to consider the implications of taxation on my Primary Estate and on the beneficiaries receiving distribution of present or future benefits. The benefits actually enjoyed by beneficiaries may vary as a result of different tax implications on them and on my Trustees. There may be opportunities to affect the tax consequences if a beneficiary or beneficiaries and my Trustees jointly or severally co-operate in making elections or in effecting planning arrangements and some beneficiaries may act in co-operation with my Trustees and others may be unwilling or unable to do so. Finally, payments received by my Trustees in the nature of income may for the

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purposes of my Primary Estate be better considered as capital or payments received as capital may be better considered as income. I therefore authorize my Trustees in the exercise of an absolute discretion to co-operate with or seek the co-operation of any one or more beneficiaries of this my Will or of any trust fund established hereunder or of any other person in any joint or several plan, programme, election or undertaking with a view to improving or bettering particular or general tax consequences and to accept as an expense of either the income or the capital of my Primary Estate or of any trust fund established hereunder any tax consequences which may result. In particular and without limitation, my Trustees may in their discretion credit or debit to either income or capital any taxation to which my Primary Estate or any trust fund established hereunder is subject and notwithstanding that such taxation would normally be charged to either the capital or income, if in their absolute discretion they consider that fairer benefits will result, and my Trustees may in their discretion credit unusual income receipts to capital or unusual capital receipts to income if they consider that such receipts are more appropriately so dealt with. If as a result of any plan, programme or election made by my Trustees or by beneficiaries alone or in concert with my Trustees, a beneficiary accepts tax consequences which my Trustees consider are for the benefit of other beneficiaries of my Primary Estate or of any trust fund established hereunder, then I authorize my Trustees in the exercise of an absolute discretion to pay such amount out of either the income or the capital of my Primary Estate or of any trust fund established hereunder

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and as my Trustees consider it appropriate to adjust and equalize the net benefits or benefits and to indemnify or reimburse the beneficiary or beneficiaries for any tax or other costs or expenses incurred. In the event that my Trustees in their absolute discretion consider that any action taken by them will result in uneven benefits and nonetheless my Trustees consider that such action is appropriate, then my Trustees may make such adjustment of benefits among beneficiaries or among funds under their control charged either to the income or capital of my Primary Estate or of any trust fund established hereunder all as my Trustees in the exercise of an absolute discretion consider it appropriate so to do. For greater certainty, if my Trustees in their absolute discretion determine that any beneficiary of my Primary Estate or of any trust fund established hereunder will be treated inequitably, from uneven income tax consequences on the distribution of any of the assets of my Primary Estate or of any trust fund to a beneficiary who is not a non-resident of Canada, or as a result of any tax consequences in my Primary Estate or in any trust fund, at any time or times, as a result of a beneficiary of my Primary Estate or of any trust fund being a nonresident of Canada, then my Trustees may make such adjustment of benefits among some one or more of the beneficiaries of my Primary Estate or of any trust fund, charged either to income or capital of my Primary Estate or of any trust fund, as my Trustees in the exercise of an absolute discretion consider appropriate to redress such inequity; provided, however, that in the event that at any time my Trustees may desire to exercise, make or not make any such adjustment, election, determination,

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and as my Trustees consider it appropriate to adjust and equalize the net benefits or benefits and to indemnify or reimburse the beneficiary or beneficiaries for any tax or other costs or expenses incurred. In the event that my Trustees in their absolute discretion consider that any action taken by them will result in uneven benefits and nonetheless my Trustees consider that such action is appropriate, then my Trustees may make such adjustment of benefits among beneficiaries or among funds under their control charged either to the income or capital of my Primary Estate or of any trust fund established hereunder all as my Trustees in the exercise of an absolute discretion consider it appropriate so to do. For greater certainty, if my Trustees in their absolute discretion determine that any beneficiary of my Primary Estate or of any trust fund established hereunder will be treated inequitably, from uneven income tax consequences on the distribution of any of the assets of my Primary Estate or of any trust fund to a beneficiary who is not a non-resident of Canada, or as a result of any tax consequences in my Primary Estate or in any trust fund, at any time or times, as a result of a beneficiary of my Primary Estate or of any trust fund being a nonresident of Canada, then my Trustees may make such adjustment of benefits among some one or more of the beneficiaries of my Primary Estate or of any trust fund, charged either to income or capital of my Primary Estate or of any trust fund, as my Trustees in the exercise of an absolute discretion consider appropriate to redress such inequity; provided, however, that in the event that at any time my Trustees may desire to exercise, make or not make any such adjustment, election, determination,,

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distribution and/or allocation and the exercise of such discretion may have an effect on the tax consequences with respect to my Secondary Estate or any of the beneficiaries thereof, then any such discretion shall not be exercised or any such adjustment, election, determination, distribution and/or allocation shall not be made without the prior consent of the trustees under my Will with respect to my Secondary Estate. I specifically exonerate my Trustees from any responsibility with respect to any such adjustments, elections, determinations, distributions and/or allocations if they act bona fide in the exercise of such power.

Trustees shall have the power at any time, if they in their absolute discretion deem it advisable so to do, to settle by any irrevocable deed or deeds the whole of my Primary Estate upon such other trustee or trustees as my Trustees in their absolute discretion shall determine, whether such trustee or trustees are or are not resident or domiciled in Canada, for the benefit of the same beneficiary or beneficiaries herein and upon the same trusts, terms and conditions as are contained herein, including, without limiting the generality of the foregoing, any provisions for the respective advancement and maintenance and education of the beneficiaries herein, save only for such changes of the trusts, terms and conditions hereof as may be required for the proper administration of my Primary Estate in accordance with the proper law of any such settlement or for the purpose of complying with the relevant laws, including any rule against perpetuities or accumulations, as determined by the proper law of such

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settlement; and upon such settlement the trusts herein provided shall forthwith cease and determine.

36. Notwithstanding anything hereinbefore contained with respect to the income or capital payable to or for the benefit of any person under the provisions of this Will, the same shall be paid to him or her personally or for his or her benefit unless and until, either during my lifetime or after my death, he or she shall have committed or suffered, or does or attempts to do or suffers to be done, any act or thing, or until any event happens, whereby if the said income or capital were payable to him or her absolutely he or she would or might be deprived of the right to receive or retain the same or any part thereof, and from and after the determination or failure of any such trust in the lifetime of such persons I direct my Trustees to pay or apply the income or capital during the remainder of the lifetime of any such person, or when such person otherwise might be entitled to distribution, to or for the benefit of all or any one or more exclusively of the other of the following persons namely any such person, his or her spouse, his or her children or more remote issue or any other person or persons entitled to receive income or capital from my Primary Estate in the absolute and unfettered discretion of my Trustees (other than the person concerned if such person is a Trustee) who shall not be liable to account for the exercise of such discretion.

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IN TESTIMONY WHEREOF I have to this my Last Will and Testament, written upon this and thirty-two (32) preceding pages of paper, subscribed my name this 3<sup>rd</sup> day of September, 2013.

SIGNED, PUBLISHED AND DECLARED)

by the said Testator

ROBERT RUSSEL PAWLUK

as and for his last Will and Testament, in the presence of us, both present at the same time who, at his request, in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

ROBERT RUSSEL PAWLUK

Name:

Kenneth I. Saltzman

Address:

532 Eglinton Avenue East Toronto, Ontario M4P IN6

Name:

Tatyana Noskova

Address:

532 Eglinton Avenue East Toronto, Ontario M4P 1N6

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Kenneth L Sattzman
28th
February 2015

PATENT REEL: 065583 FRAME: 0637

**RECORDED: 11/15/2023**