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LAST WILL AND TESTAMENT  
OF  
JAHSEH ONFROY

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**LAST WILL AND TESTAMENT  
OF  
JAHSEH ONFROY**

I, JAHSEH ONFROY, of Broward County, Florida, make this my Last Will and Testament, and I revoke all Wills and Codicils previously made by me.

**ARTICLE I.  
Identification**

- A. **Marital Status.** I am not currently married.
- B. **Children.** I have no children.

**ARTICLE II.  
Memorandum**

As permitted by Section 732.515 of the Florida Statutes, I request that the beneficiaries of my estate and my Personal Representative honor the provisions of any memorandum written by me directing the disposition of any portion of my tangible personal property.

**ARTICLE III.  
Disposition to Trust**

I give, bequeath and devise all of my estate to the then-serving trustee under that certain trust agreement (the "Trust Agreement") executed by me on the same day that I am signing this Will, and as may be amended and/or restated in the future, by and between me as grantor and as initial trustee, which Trust Agreement initially created the JAHSEH ONFROY LIVING TRUST, to be allocated, administered, and distributed in accordance with the terms of the Trust Agreement.

**ARTICLE IV.  
Specific Bequests**

If the Trust Agreement is not in existence on the date of my death, all of my interest in any motor vehicles, boats and personal watercraft, household goods, appliances, furniture and furnishings, pictures, silverware, china, glass, books, clothing, jewelry or other articles of

personal use or ornament, and other tangible personal property of a nature, use or classification similar to the foregoing, except as may be provided in a memorandum authorized by Article II, shall be distributed to my Contingent Beneficiaries, with such property to be divided and allocated as such beneficiaries may agree, or if they cannot agree, as my Personal Representative shall decide. If any beneficiary hereunder is a minor, my Personal Representative may distribute such minor's share to such minor or for such minor's use to any person with whom such minor is residing or who has the care or control of such minor without further responsibility, and the receipt of the person to whom such minor's share is distributed shall be a complete discharge of my Personal Representative. The cost of packing and shipping such property to any such beneficiary shall be charged against my estate as an expense of administration.

**ARTICLE V.**

**Contingent Beneficiaries**

The provisions of this Article shall apply only if the Trust Agreement is not in existence on the date of my death. In such case, all of the residue of my estate shall be distributed to the same beneficiaries and in the same manner and proportions as provided in the Trust Agreement as if such Trust Agreement were still in existence.

**ARTICLE VI.**

**Personal Representative Nominations**

**A. Personal Representative.** I nominate my mother, CLEOPATRA BERNARD, to be Personal Representative of my Will and estate. If CLEOPATRA BERNARD fails to qualify, dies, resigns, becomes incapacitated, or otherwise ceases to serve, I nominate MICHAEL D. WILD to be Personal Representative of my Will and estate. If MICHAEL D. WILD fails to qualify, dies, resigns, becomes incapacitated, or otherwise ceases to serve, I nominate WILD FELICE & PARTNERS, PA to be Personal Representative of my Will and estate.

**B. Bond; Unsupervised Administration.** No bond or other security shall be required of my Personal Representative in any jurisdiction. If permitted by the laws of the state in which my Will is probated, my Personal Representative shall administer my estate without court supervision, and no action shall be required in any court in relation to the settlement of my estate other than the probating and recording of my Will and the return of an inventory, appraisal and list of claims of my estate.

**C. Expenses and Compensation.** Every Personal Representative shall be reimbursed for the reasonable costs and expenses incurred in connection with such Personal

Representative's duties. Every Personal Representative shall be entitled to fair and reasonable compensation for services rendered by such Personal Representative in an amount determined in accordance with the Florida statutory rate prevailing at such time, or if no such statutory rate exists, in an amount not exceeding the customary and prevailing charges for services of a similar character at such time.

**D. Ancillary Personal Representatives.** If my estate contains property located in another state or a foreign jurisdiction and my Personal Representative cannot or chooses not to serve under the laws thereof, my Personal Representative shall have the power to nominate an ancillary individual or corporate Personal Representative of such property.

**E. Multiple Personal Representatives.** Unless another meaning is clearly indicated or required by context or circumstances, the term "Personal Representative" shall also mean and include all persons or entities who may at any time be serving and any alternates or successors. Except as otherwise specifically provided in this Will, if Co-Personal Representatives are designated to serve hereunder or if Co-Personal Representatives are already serving, and one such Co-Personal Representative declines to serve, fails to qualify, dies, resigns, becomes incapacitated, or otherwise ceases to serve for any reason, then the remaining Personal Representative or Co-Personal Representatives, as the case may be, shall serve or continue to serve in such capacity.

**F. Actions by Co-Personal Representatives.** When multiple Personal Representatives are serving, each such Personal Representative shall have the authority to act alone and independently of the other Personal Representatives then serving, without the necessity of consultation with or approval of any other Co-Personal Representative. Any writing signed by a Co-Personal Representative with the authority to act alone and independently shall be valid and effective for all purposes as if signed by all such Personal Representatives.

## ARTICLE VII.

### Personal Representative Powers

Each Personal Representative shall, to the extent permitted by law, act independently and free from the control of any court as to my estate (and as to all of the property of my estate). Each Personal Representative shall have and possess all powers and authorities conferred by statute or common law in any jurisdiction in which such Personal Representative may act, including all powers and authorities conferred by the Florida Probate Code and by any future amendments thereto, except for any instance in which such powers and authorities may conflict with the express provisions of this Will, in which case the express provisions of this Will shall control. In addition to such powers and authorities, each Personal Representative shall have and

possess the following powers and authorities (each of which shall be exercisable in the discretion of such Personal Representative) with respect to my estate, and the following provisions shall apply to my estate:

(1) To retain, without liability for any depreciation or loss occasioned by such retention, any property which was owned by me when my Personal Representative determines that, because of the circumstances involved, my estate would be better served by not diversifying the investment in such property;

(2) To exchange, sell or lease (including leases for terms exceeding the duration of all trusts created by the Trust Agreement) for cash, property or credit, or to partition, publicly or privately, at such prices, on such terms, times and conditions and by instruments of such character and with such covenants as my Personal Representative deems proper, all or any part of the properties of my estate, including real property, and no vendee or lessee shall be required to look to the application of any funds paid to my Personal Representative;

(3) To borrow money from any source (including any Personal Representative) and to mortgage, pledge, or in any other manner encumber all or any part of the properties of my estate as may be advisable in the judgment of my Personal Representative for the advantageous administration of my estate;

(4) To invest and reinvest the properties of my estate in any kind of property whatsoever, real or personal, whether or not productive of income, and such investments and reinvestments may be made without regard to the proportion that such property or property of a similar character held may bear to my entire estate if my Personal Representative determines that, because of the circumstances involved, my estate would be better served by not diversifying such investment or reinvestments;

(5) To enter into any transaction on behalf of my estate (including loans to beneficiaries for adequate security and adequate interest) despite the fact that another party to any such transaction may be (i) a trust of which any Personal Representative under this Will is also a trustee; (ii) an estate of which any Personal Representative under this Will is also an executor, personal representative or administrator, including my estate; (iii) a business or trust controlled by any Personal Representative under this Will or of which any such Personal Representative, or any director, officer or employee of any such corporate Personal Representative, is also a director, officer or employee; or (iv) any beneficiary or Personal Representative under this Will acting individually;

(6) To make, in the discretion of my Personal Representative, any distribution required or permitted to be made to any beneficiary under this Will in any of the following ways when such beneficiary is a minor or is incapacitated: (i)

to such beneficiary directly; (ii) to the guardian or conservator of such beneficiary's person or property; (iii) by applying the required or permitted distribution for the benefit of such beneficiary; (iv) to a person or financial institution serving as custodian for such beneficiary under a uniform transfers to minors act of any state; (v) by reimbursing or advancing funds to the person who is actually taking care of such beneficiary (even though such person is not the legal guardian or conservator) for expenditures made or to be made by such person for the benefit of such beneficiary; and (vi) by managing such distribution as a separate fund on the beneficiary's behalf, subject to the beneficiary's continuing right to withdraw the distribution; and the written receipts of the persons receiving such distributions shall be full and complete acquittances to my Personal Representative;

(7) To access, control, use, cancel, deactivate, or delete my Digital Accounts and Digital Assets, and to access, control, use, deactivate, or dispose of my Digital Devices. "Digital Accounts" are electronic systems for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information which provides access to a Digital Asset which is stored on any type of Digital Device, regardless of the ownership of the Digital Device upon which the Digital Asset is stored. "Digital Assets" mean data, files, text messages, emails, documents, audio, video, images, sounds, social media content, social networking content, apps, codes, health care records, health insurance records, credit card points, travel-related miles and points, computer source codes, computer programs, software, software licenses, databases, or the like, including access credential such as usernames, passwords and answers to secret questions, which are created, generated, sent, communicated, shared, received, or stored by electronic means on a Digital Device. "Digital Devices" are electronic devices that can create, generate, send, share, communicate, receive, store, display, or process information; and

(8) To make divisions, partitions, or distributions in money or in kind, or partly in each, whenever required or permitted to divide, partition, or distribute all or any part of my estate; and, in making any such divisions, partitions, or distributions, the judgment of my Personal Representative in the selection and valuation of the assets to be so divided, partitioned, or distributed shall be binding and conclusive; and, further, my Personal Representative shall be authorized to make distributions from my estate on a non-pro rata basis.

**ARTICLE VIII.**  
**Miscellaneous Provisions**

**A. Survivorship Provisions.** No person shall be deemed to have survived me if such person shall die within 30 days after my death. Any person who is prohibited by law from inheriting property from me shall be treated as having failed to survive me.

**B. Spendthrift Provisions.** Prior to the actual receipt of property by any beneficiary, no property (income or principal) distributable under this Will shall, voluntarily or involuntarily, be subject to anticipation or assignment by any beneficiary, to the claims of a spouse for support or maintenance, or to attachment by or to the interference or control of any creditor or assignee of any beneficiary, or taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be void.

**C. Arbitration of Disputes.** If a dispute arises between or among any of the beneficiaries of my estate or the Personal Representative of my estate, or any combination thereof, such dispute shall be resolved by submitting the dispute to binding arbitration. Such arbitration shall be held in the county in which my Will is probated. The judgment or award rendered in any such arbitration shall be final and binding among the parties, absent fraud or gross error, and may be entered in any court having jurisdiction. Unless required by law, no party to the arbitration may disclose the existence, contents or results of the arbitration proceeding without the prior written consent of all other parties involved in the arbitration. It is my desire that all disputes and controversies be resolved amicably and without the necessity of litigation.

**D. Descendants.** References to "descendant" or "descendants" mean lineal blood descendants of the first, second or any other degree of the ancestor designated; provided, however, such references shall include, with respect to any provision of this Will, descendants who have been conceived at any specific point in time relevant to such provision and who thereafter survive birth; and provided, further, an adopted child and such adopted child's lineal descendants by blood or adoption shall be considered under my Will as lineal blood descendants of the adopting parent or parents and of anyone who is by blood or adoption a lineal ancestor of the adopting parent or of either of the adopting parents.

**E. Discretion.** Whenever in this Will an action is authorized in the discretion of my Personal Representative, the term "discretion" shall mean the reasonable discretion of such Personal Representative.

**F. Incapacitated.** A beneficiary shall be deemed "incapacitated" if my Personal Representative, in my Personal Representative's discretion, determines that such beneficiary lacks the ability, due to a physical or mental condition, to manage his or her own personal and financial affairs. My Personal Representative shall be deemed "incapacitated" if and for as long as (i) a court of competent jurisdiction has made a finding to that effect, (ii) a guardian or conservator of such Personal Representative's person or property has been appointed by a court of competent jurisdiction and is serving as such, or (iii) two physicians (licensed to practice medicine in the state where the Personal Representative is domiciled at the time of the certification, and one of whom shall be board certified in the specialty most closely associated

with the cause of the Personal Representative's incapacity) certify that due to a physical or mental condition the Personal Representative lacks the ability to manage his or her own personal and financial affairs. A Personal Representative shall immediately cease to serve upon being deemed incapacitated.

**G. Heirs.** References to "heirs" are to those persons who would inherit separate personal property from the person designated under the statutes of descent and distribution of the State of Florida, if such person died intestate and single at such time.

**H. Per Stirpes.** When a distribution is to be made to a person's descendants "per stirpes," property shall be divided into as many equal shares as there are (i) living children of such person, if any, and (ii) deceased children who left descendants who survive such person. Each living child shall receive one share, and the share that would have passed to each deceased child shall be divided in a similar manner (by reapplying the preceding rule) among his or her descendants who survive such person. For example, if a person has deceased children and surviving children when a distribution is to be made, the assets will be divided into equal shares at the child level and distributed per stirpes below that level; however, if the person has no surviving children at such time, that equal division will still be made at the child level and distributed per stirpes below that level. This definition is intended to override any conflicting or contrary common law definition.

#### **ARTICLE IX.**

##### **No Contest Clause**

If any beneficiary of my estate in any manner, directly or indirectly, contests the probate or validity of this Will or any of its provisions, or institutes or joins in, except as a party defendant, any proceeding to contest the probate or validity of this Will or to prevent any provision hereof from being carried out in accordance with the terms hereof, then all benefits provided for such beneficiary and such contesting beneficiary's descendants are revoked and shall pass as if that contesting beneficiary and such contesting beneficiary's descendants had failed to survive me. Each benefit conferred herein is made on the condition precedent that the beneficiary receiving such benefit shall accept and agree to all of the provisions of this Will, and the provisions of this Article are an essential part of each and every benefit. My Personal Representative shall be reimbursed for the reasonable costs and expenses, including attorneys' fees, incurred in connection with the defense of any such contest. Such reimbursement shall be made from my estate.





I, JAHSEH ONFROY, the Testator, sign my name and execute this instrument as my last will and testament, and in the presence of two witnesses, who are acting as witnesses at my request, in my presence and in the presence of each other, I hereunto sign my name, on the 7<sup>th</sup> day of November, in the year 2017.

C. Bernard as POA  
JAHSEH ONFROY, Testator

The foregoing instrument was signed by JAHSEH ONFROY, the Testator, as his last will and testament, in our presence, and we, in his presence and in the presence of each other have hereunto subscribed our names as witnesses, on the 7<sup>th</sup> day of November, in the year 2017.

[Signature]  
Witness Signature

[Signature]  
Witness Signature

