

LAST WILL AND TESTAMENT OF EDWARD RAWLINSON

I, **Edward Rawlinson**, of 20820 Torrence Chapel Rd, Cornelius, North Carolina 28031 (born **January 15, 1977**), being of sound mind and memory, and not acting under duress or undue influence, do hereby make, publish, and declare this to be my **Last Will and Testament**, revoking all prior wills and codicils.

Article I: Payment of Debts, Expenses, and Taxes ~

I direct my **Executor** to pay all my just debts, funeral expenses, costs of last illness, and administration expenses from my estate. I further direct payment of all estate, inheritance, and other death taxes (**federal, state, or otherwise**) from my residuary estate without apportionment or reimbursement from beneficiaries, to the extent permitted by law.

Article II: Appointment of Executor ~

"I nominate and appoint **Bank of America, N.A.**, or its successor in interest, through its **Trust Department/Private Bank**, with an office in Charlotte, North Carolina, as **Executor of this Will.**"

If it is unable, unwilling, or ceases to serve, I appoint **J. William "Will" Snyder, Jr., Esq.**, of **The Law Offices of Will Snyder, PLLC**, Winston-Salem, North Carolina, as alternate/successor **Executor**. My **Executor(s)** shall serve without bond to the extent permitted by law (**N.C. Gen. Stat. § 28A-4-5**).

My **Executor** shall have full power to administer my estate, including but not limited to selling property, paying taxes/debts, funding the testamentary trust, and handling multi-state assets, consistent with North Carolina law.

Article III: Specific Bequests ~

"NONE"

I make no specific bequests under this Article.

Article IV: Testamentary Trust Provisions ~

I incorporate by reference the attached "Article [A]" as part of this Will, creating the **Southside Recordz ~ (THE CONGLOMERATE)**, "Fiduciary Management Trust" upon my death.

ARTICLE [A] OF LAST WILL AND TESTAMENT OF EDWARD RAWLINSON ~

{Testamentary Trust for Southside Recordz ~ (The Conglomerate) and Related Assets}:

I, **Edward Rawlinson**, of 20820 Torrence Chapel Rd, Cornelius, North Carolina 28031 (born January 15, 1977), declare this "Article [A]" of my Last Will and Testament to create a testamentary trust (the "Trust") upon my death, to be known as the **Southside Recordz ~ (THE CONGLOMERATE)**, "Fiduciary Management Trust."

Section 1. Funding of the Trust ~

Upon my death and after probate of this Will in the appropriate North Carolina court (as I am domiciled in Cornelius, North Carolina), my Executor shall transfer and fund the Trust with:

(a) Fifty percent (50%) of the net value (after payment of debts, taxes, administrative expenses, and any other allocable charges) of all bank account assets, cash equivalents, and similar liquid financial accounts owned by me at death; and

(b) One hundred percent (100%) of all business assets, intellectual property rights (including copyrights, trademarks, and domain names), contracts, goodwill, client/vendor lists, operations, registrations, and any other property associated with Southside Recordz ~ (The Conglomerate), including all subsidiaries, affiliates, divisions, successor entities, and any future subsidiaries thereof, whether now existing or hereafter formed or acquired. This includes the sole proprietorship currently conducted under the address 9620 Las Vegas Blvd S, Ste E4 #516, Las Vegas, NV 89123 (or any successor address), any Nevada business license, fictitious name/DBA filings, website(s) (including <https://www.southsiderecordz.com>), and all related assets.

All such subsidiaries and affiliated entities shall operate exclusively under the rules, directives, requests, and fiduciary oversight set forth in this Last Will and Testament and the Fiduciary Management Trust created herein. The principal place of administration and situs of the Trust shall be the State of Nevada, or such other location as the trustees may determine is appropriate, consistent with Nevada law — (including NRS 164.045, which permits designation of governing law and situs).

(The remainder of Section 1 continues as in the original, with the Executor shall take all reasonable steps to transfer title and possession of the funded assets to the trustees promptly after probate.)

Section 2. Trustees ~

Upon my death and the probate of this Will, my Executor (or, if no Executor is serving or able, a person appointed by the court with jurisdiction over my estate) shall appoint twelve (12) qualified individuals, each serving or qualified as "paralegals" in the State of Nevada (or holding equivalent credentials acceptable under Nevada law), to serve as co-trustees of the Trust with equal authority. The appointees shall be selected from among competent, disinterested Nevada-based "paralegals" who are willing and able to serve, prioritizing those familiar with business operations, intellectual property, or media/entertainment matters to best fulfill the purpose of continuing Southside Recordz ~ (THE CONGLOMERATE). [Optional: If I have provided a non-binding list of preferred candidates in a separate memorandum or letter of wishes delivered to my Executor, such list shall guide (but not bind) the appointments.]

The co-trustees shall act by majority vote at all times when three or more are serving, in accordance with NRS 163.110 (powers of co-trustees exercisable by majority if more than two; unanimous action required if only two remain). A dissenting co-trustee shall not be liable for

actions taken by the majority if the dissent is recorded in writing.

If any trustee dies, resigns, becomes incapacitated, is removed, or is otherwise unable or unwilling to serve, the remaining trustees (**by majority vote**) shall promptly select and appoint a qualified successor trustee who meets the same Nevada paralegal qualification standards described above. The trustees (**and any successors**) shall serve without bond unless otherwise required by a court of competent jurisdiction. They shall be entitled to reasonable compensation from the Trust (**paid exclusively from the Operations Portion described in Section 5**) and reimbursement of reasonable expenses incurred in administration.

(The trustees shall ensure compliance with the requirement that all subsidiaries operate under the Trust's rules and my directives.)

This Trust and the administration of its assets (**particularly those tied to the Nevada-based sole proprietorship**) shall be governed by the laws of the State of Nevada (**NRS Chapter 163 and related statutes**), to the extent permitted by law and without conflicting with mandatory North Carolina probate requirements for creation of this testamentary trust.

Section 3. Purpose and Powers – Continuation of Business ~

The primary purpose of the Trust is to hold, manage, and operate **Southside Recordz ~ (The Conglomerate)**, including all subsidiaries and affiliated entities, in perpetuity or until terminated by court order or unanimous trustee vote. The trustees are expressly directed and authorized to:

- Continue all business operations exactly as directed in any "**Organizational Operations Agreement**" existing at my death;
- Maintain or update any business registrations, mail forwarding, or addresses associated with the sole proprietorship (**including the address 9620 Las Vegas Blvd S, Ste E4 #516, Las Vegas, NV 89123, or any successor address**) as necessary for continuity;

- Never sell, dissolve, or shut down the business unless a court of competent jurisdiction determines such action is necessary to prevent waste, insolvency, or material harm to the beneficiaries, or unless all trustees unanimously agree;
- Pursuant to NRS 163.285 (**Continuation of business**), continue the business of **Southside Recordz ~ (The Conglomerate)** to the extent and upon such terms and conditions and for such periods of time as the trustees deem advisable, including the power to form or convert to a new entity (e.g., **a limited-liability company in Nevada or elsewhere if prudent**), enter into contracts, manage daily operations, handle any Nevada-related filings or notices post-death, and manage any associated website — (<https://www.southsiderecordz.com>); and
- Exercise all other powers granted to trustees under Nevada law, including but not limited to those enumerated in NRS 163.265 to 163.410, inclusive (**such as retention of property, sale/exchange/disposition when necessary, investments, execution of instruments, and continuation of obligations**), as necessary or appropriate to accomplish the purposes of the Trust and to carry out my post-death company directives; and
- Oversee and implement my post-death company directives. The trustees shall divide authority evenly among themselves for operational decisions but shall consult and vote on major actions in accordance with NRS 163.110 (**majority vote when more than two co-trustees are serving; unanimous when only two remain**) and any specific requirements herein (e.g., **unanimity for sale, dissolution, or termination**).

Section 4. Management of Lawsuit(s) and Commercial Enterprise Proceeds ~

The trustees shall manage and control any proceeds, revenue, royalty(s), legal settlement(s), legal judgement(s) or payment(s) received from or related from any lawsuit(s) and/or business dealings involving **J & J Arizona, LLC, Burger King Corporation and/or Restaurant Brands International**. Any such funds currently held in escrow or scheduled for release upon my death shall be transferred into the Trust upon receipt. The trustees shall handle these proceeds in accordance with any binding agreements with those entities.

Section 5. Distribution and Allocation of Sales, Legal Settlement(s), Legal Judgement(s),

Proceeds, and Earnings ~

All net sales, proceeds, and other monetary earnings from **Southside Recordz ~ (The Conglomerate)**, its subsidiaries, and any judgement(s), lawsuit(s) and/or commercial enterprise shall be allocated as follows:

- Fifty percent (50%) shall be retained in the Trust and used exclusively for Trust administration, trustee compensation, website operations, business overhead (including any costs related to the Las Vegas address or Nevada compliance), and fulfillment of my post-death directives ("Operations Portion"); and
- Fifty percent (50%) shall be retained in the Trust for its ongoing operations and purposes.

Special Bequests to Bryson Honaker and Lineage:

a. Bank Accounts / Liquid Assets

Fifteen percent (15%) of the net value of all bank accounts, cash, and liquid financial assets shall be distributed as follows:

- If Bryson Honaker is living and under age 40 at the time of my death, this 15% shall be held in a separate (Sub-Trust) for his benefit until he reaches age 40, at which time it shall be distributed to him outright.
- If Bryson Honaker is deceased at the time of my death, this 15% shall be distributed equally to his living fathered children (my grandchildren) per stirpes.

b. Ongoing Business Revenue

Five percent (5%) of the net business revenue of **Southside Recordz ~ (THE CONGLOMERATE)** and all of its subsidiaries (calculated after deduction of all operating expenses, taxes, and the Operations Portion allocated to the Trust) shall be paid annually as follows:

- During his lifetime, to **Bryson Honaker**.
- Upon Bryson Honaker's death, this 5% share shall pass to his living "fathered" children (my grandchildren), distributed equally among them.

- Upon the death of any such child, that child's share shall pass to their living "fathered" descendants (my great-grandchildren), and so on, in a continuous per stirpes lineage distribution to all subsequent generations of Bryson Honaker's direct blood descendants.

This 5% ongoing revenue interest shall continue in perpetuity for the lifetime of the business operations of Southside Recordz ~ (THE CONGLOMERATE) and all its subsidiaries, passing successively through Bryson Honaker's direct lineal descendants by right of representation.

Important Restrictions:

Bryson Honaker, nor any of his fathered descendants, shall have any authoritative, executive, operational, voting, or decision-making control over Southside Recordz ~ (THE CONGLOMERATE) or any of its subsidiaries. They are strictly limited to the passive financial interests described above.

(The remaining 45% of net revenue after the above allocations shall remain in the Trust for business growth, reserves, and my other intended purposes.)

Section 6. Employment Consideration ~

The trustees may consider qualified individuals for employment but shall **not** give any preference to Bryson Honaker or his descendants. Any employment decisions shall be based solely on business needs.

Section 7. Control and Administration ~

The trustees shall have one hundred percent (100%) control and authority over Southside Recordz ~ (The Conglomerate), all its subsidiaries, and all Trust assets. {Bryson Honaker and his lineage have no management rights.} The trustees shall administer the Trust prudently, loyally, impartially, and solely in the best interests of the beneficiaries, in accordance with the laws of the State of Nevada (including NRS Chapter 163 governing trusts, NRS Chapter 164 governing administration of trusts, and related statutes). This includes, without limitation, the duties to:

- Act with loyalty and good faith solely for the benefit of the beneficiaries;
- Exercise prudence and reasonable care in managing and investing Trust assets (**consistent with the prudent investor rule under NRS 164.700 et seq.**);
- Treat beneficiaries impartially where applicable; and
- Administer the Trust in a manner that carries out my intentions as expressed herein.

Upon the departure (**death, resignation, incapacity, removal, or other inability or unwillingness to serve**) of any trustee, the remaining trustees shall promptly select and appoint a qualified successor trustee by majority vote, who meets the same Nevada paralegal qualification standards described in Section 2.

Section 8. Termination and and No-Contest Clause ~

This Trust shall continue until terminated by (a) "unanimous" trustee vote with court approval, (b) exhaustion of assets, or (c) court order. Upon termination, remaining assets shall be distributed according to the 50/50 allocation in Section 5 or as otherwise directed by court.

• Bar on Contest / Interference:

a. I expressly bar Ella Rawlinson (my biological mother) and any relatives or descendants of Ella Rawlinson from any involvement, decision-making, or interference with my estate, the Trust, or Southside Recordz ~ (THE CONGLOMERATE). The same prohibition applies to any lineage or relatives of my deceased biological father.

b. Any person who contests this Will, the Trust, or attempts to interfere with its administration shall forfeit any interest they may have and shall bear all legal fees and costs incurred in defending my intentions. **This No-Contest Clause shall be enforced to the fullest extent permitted by North Carolina and Nevada law.**

IN WITNESS WHEREOF, I have executed this Article as part of my "Last Will and Testament" on the date below, intending it to take effect upon my death.

X: _____

Edward Rawlinson, Testator

Date: June 8th, 2026

Additional Business Description for Clarity ~

Southside Recordz ~ (THE CONGLOMERATE) is a Nevada sole proprietorship (formerly associated with Southside Recordz LLC), operating since approximately 2003 under my ownership. It includes media/entertainment contracts with SoundOn Distribution/TikTok Technology and BMI Music Publishing (royalties, licensing, distribution rights). It operates under the "Business Operating Agreement" of Southside Recordz, aka "Southside Recordz ~ (THE CONGLOMERATE)", commenced March 13, 2025, at 9620 Las Vegas Blvd S, Ste E4 #516, Las Vegas, NV 89123. All such contracts, royalties, and rights fund the Trust per Section 1(b).

Article V: Residuary Estate ~

After funding the Trust and paying debts/taxes, I give the residue of my estate (if any) to the Trust to be administered per Article [A]. If the Trust fails for any reason, the residue shall be distributed according to the terms of the Trust.

Article VI: No-Contest Clause ~

If any person, including but not limited to **Ella Rawlinson (my biological mother)**, any of her relatives or descendants, or any lineage or relatives of my **deceased biological father**, contests this Will, contests the **Southside Recordz ~ (THE CONGLOMERATE) Fiduciary Management Trust**, or any provision thereof, or seeks to interfere with the administration of my estate, the Trust, or the business operations of **Southside Recordz ~ (THE CONGLOMERATE)** and its subsidiaries, then such person shall be barred from receiving any distribution or benefit under this Will or the Trust, and any interest they might otherwise have shall be revoked and pass as if they had predeceased me.

Bryson Honaker and his "fathered" descendants are expressly granted the limited financial interests described in **Section 5 of Article [A]** and are not subject to automatic disinheritance under this clause for good-faith actions that do not seek to alter the control structure or interfere with the Trustees' authority. However, any attempt by **Bryson Honaker or his "fathered" descendants** to challenge the Trustees' authority, seek operational or executive control, or interfere with the management of **Southside Recordz ~ (THE CONGLOMERATE)** shall trigger this No-Contest Clause and result in the forfeiture of all financial interests granted to them.

To the fullest extent permitted by law, any person who triggers this clause shall also be responsible for all legal fees, costs, and expenses incurred in defending this Will and the Trust. This **No-Contest Clause** is intended to be as broad and enforceable as allowed under the laws of the **State of North Carolina and the State of Nevada**.

IN WITNESS WHEREOF, I have signed this Will on June 8th, 2026.

X: _____

Edward Rawlinson, Testator

We, the undersigned, certify that **Edward Rawlinson** signed this instrument as his **Last Will and Testament** in our presence, declared it to be his will, and requested us to act as witnesses. We

sign as witnesses in his presence and each other's, believing him of sound mind, not under duress, and over 18.

X: _____

Witness 1 Signature

Printed Name: _____

Address: _____

Date: ____/____/____/

X: _____

Witness 2 Signature

Printed Name: _____

Address: _____

Date: ____/____/____/

SELF-PROVING AFFIDAVIT (N.C. Gen. Stat. § 31-11.6 – Simultaneous Execution Form)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Edward Rawlinson, the testator, sign my name to this instrument this 8th day of June, 2026, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

X: _____

Edward Rawlinson, Testator

We,

Witness 1 (Printed Name):[_____]

and **Witness 2 (Printed Name):**[_____], the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as his last will and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the

testator, hereby signs this will as witness to the testator's signing, and to the best of our knowledge the testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

X: _____

Witness 1: (Signature)

X: _____

Witness 2: (Signature)

Subscribed, sworn to and acknowledged before me by Edward Rawlinson, the testator, and subscribed and sworn to before me by [Witness 1] and [Witness 2], witnesses, this 8th day of June, 2026.

(SEAL)

Notary Public

Printed Name: _____

My Commission Expires:
