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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

R. Kirk Griffin, Circuit Court Judge

Appellate Case No. 2021-000330

Case No. 2019-CP-40-03582

Julia B. Brooker,…….Respondent

v.

Beacham O. Brooker, Jr., in his individual capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontzes individually and as a Beneficiary of the Janet B. Brooker Trust,…….Appellants

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AMENDED RECORD ON APPEAL- VOL II

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INDEX TO RECORD ON APPEAL

Orders, Judgments, and Decisions

Circuit Court

Order Affirming Ruling of the Probate Court, Circuit Court, March 22, 2021 6

Order Consolidating Appeals and Briefing Schedule, Nov. 19, 2019 16

Consent Order for Limited Remand and to Lift Stay, August 29, 2019 19

Probate Court

Order Regarding Motion for Reconsideration and to Alter or Amend Under Rules 52 and 59(e), SCRCP, October 28, 2019 23

Order Allowing Attorney Fees, August 5, 2019 29

Order Calculating Equalization Distribution of Lifetime Gifts, June 20, 2019 31

Order Denying Motions for Summary Judgment, dated October 24, 2018 41

Pleadings and Motions

Circuit Court

Motion for Limited Remand filed July 1, 2019 42

Consent Motion to Consolidate Appeals and Establish a Briefing Schedule filed Nov. 19, 2019 95

Probate Court

Petition for Declaratory Relief filed on March 17, 2017 100

Answer to Petition for Declaratory Relief filed on May 17, 2017 130

Petitioner Julia Brooker's Motion for Summary Judgment filed on August 3, 2018 136

Respondents Beach Brooker and Ellen Corontzes' Motion for Summary Judgment filed on August 3, 2018 202

Respondents Beach Brooker and Ellen Corontzes' Motion in Limine filed on Feb. 4, 2019 224

Petitioner Julia Brooker's Affidavit in Support of Award of Attorney's Fees and Reimbursement of Expenses dated February 28, 2019 328

Respondents' Memorandum in Opposition to Petitioner's Attorney Fee Affidavit dated April 8, 2019 335

Respondents' Motion for Reconsideration and to Alter or Amend Under Rules 52 and Rule 59(e), July 1, 2018 341

Notice of Appeals

Notice of Intent to Appeal to Circuit Court Order Calculating Equalization Distribution of Lifetime Gifts filed July 1, 2019 377

Notice of Intent to Appeal to Circuit Court the Order Allowing Attorney's Fees filed August 13, 2019 389

Notice of Intent to Appeal to Circuit Court Order on Motion for Reconsideration and to Alter or Amend Under Rules 52 and 59(e), SCRCP to Circuit Court filed November 5, 2019 393

Transcripts

Circuit Court

Hearing Transcript before Judge R. Kirk Griffin, March 3, 2021 (pp. 24-26) 401

Probate Court

Trial Transcript before Judge Amy McCulloch, February 5 and 7, 2021 405

Julia B. Brooker

Direct by Mr. Griffin p. 15 411

Direct by Mr. Griffin p. 17 412

Direct by Mr. Griffin p. 19 413

Direct by Mr. Griffin pp. 22-24 414

George DuRant

Direct by Mr. Griffin pp. 36-40 417

Direct by Mr. Griffin p. 43.....422

Direct by Mr. Griffin pp. 49-51 423

Cross Examination by Mr. Sowell, p. 69 426

Cross Examination by Mr. Sowell, pp. 77-83.....427

Steve Johnson

Examination by the Court, pp 89-90.....434

Direct by Mr. Sowell, pp. 95-105 436

Direct by Mr. Sowell, pp. 113-116 447

Direct by Mr. Sowell, pp. 121-122 451

Cross Examination by Mr. Griffin, pp. 124-126.....453

Cross Examination by Mr. Griffin, pp. 132-138.....456

Cross Examination by Mr. Griffin, pp. 141-143.....463

Cross Examination by Mr. Griffin, pp. 146-149.....466

Examination by the Court, pp. 157-158.....470

Beacham O. Brooker, Jr.

Direct by Mr. Sowell, pp. 167-168 472

Cross Examination by Mr. Griffin, pp. 170-173.....474

William Reynolds

Direct by Mr. Sowell, pp. 180-184 478

Beacham O. Brooker, Jr. (Further Examination)

Further Examination by the Court, pp. 193-197 483

Further Examination by the Court, p. 202 488

Further Examination by Mr. Sowell, pp. 218-222 489

Further Examination by Mr. Griffin, pp. 223-225 494

Further Examination by Mr. Sowell, pp. 238-239 497

Court Questioning, pp. 248-249 499

Julia B. Brooker (Further Examination)

Further Examination by Mr. Griffin, pp. 253-262 501

Further Examination by Ms. DuRant, pp. 265-266 511

Further Examination by Mr. Griffin, p. 267 513

George DuRant (Further Examination)

Further Examination by the Court, pp. 270-282 514

Exhibits (February 5 and 7, 2021 trial)

Court Exhibit 1 527

Petitioner Julia Brooker's Trial Exhibit 1 528

Petitioner Julia Brooker's Trial Exhibit 3 543

Petitioner Julia Brooker's Trial Exhibit 4 550

Petitioner Julia Brooker's Trial Exhibit 7 551

Petitioner Julia Brooker's Trial Exhibit 8 571

Petitioner Julia Brooker's Trial Exhibit 9 573

Petitioner Julia Brooker's Trial Exhibit 10 575

Petitioner Julia Brooker's Trial Exhibit 11 629

Petitioner Julia Brooker's Trial Exhibit 12 630

Petitioner Julia Brooker's Trial Exhibit 17 631

Respondents Beach Brooker and Ellen Corontzes' Trial Exhibit 1.....632
Respondents Beach Brooker and Ellen Corontzes' Trial Exhibit 2.....633
Respondents Beach Brooker and Ellen Corontzes' Trial Exhibit 3.....655
Respondents Beach Brooker and Ellen Corontzes' Trial Exhibit 4.....656
Respondents Beach Brooker and Ellen Corontzes' Trial Exhibit 7.....659

Certification

Certificate of Counsel 662

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

Personally appeared the undersigned witness and made oath that she saw the within named Settlor and Trustee sign, seal and as their act and deed deliver the within Trust Agreement and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

Barbara Hammond

Sworn to before me this

16th day of October, 2007.

Notary Public for South Carolina

My Commission expires: 2/24/2013

SCHEDULE "A"

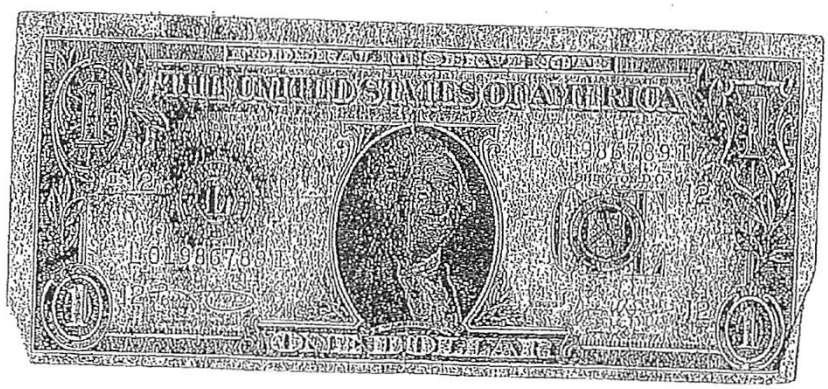
List of Assets

Janet B Brooker
JANET B. BROOKER

SETTLOR

Janet B Brooker
Beacham O. Brooker Jr.
BEACHAM O. BROOKER, JR. AND
JANET B. BROOKER

INDIVIDUAL TRUSTEE



ROA 222

CERTIFICATE OF SERVICE

I, the undersigned paralegal of the law offices of Sowell & DuRant, LLC, attorneys for *Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust and Ellen B. Corontzes individually as Beneficiary of the Janet B. Brooker Trust*, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: **DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

Counsel Served: James M. Griffin
Margaret N. Fox
GRIFFIN | DAVIS
PO Box 999
Columbia, South Carolina 29201

Attorneys for Petitioner Julia B. Brooker

Amy Kelly

August 3, 2018

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	Civil Action No.: 2017-GC-40-0036
	)	
IN THE MATTER OF: The Janet B. Brooker Trust (C.A. No. 2015-ES40-00662	)	
Julia B. Brooker, Petitioner,	)	
vs.	)	**RESPONDENTS' MOTION IN LIMINE**
Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust, Respondents.	)	

Respondents Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust ("Respondents") hereby move pursuant to Section 19-11-20 of the South Carolina Code, the South Carolina Rules of Evidence, and the South Carolina Rules of Civil Procedure for an order precluding the Petitioner Julia B. Brooker ("Julia") from testifying in the trial and George W. DuRant, CPA from testifying about the settlor's intent and the construction or interpretation of the Trust and its Equalization Distribution in the above referenced matter.

Julia is the child of the Settlor Janet B. Brooker ("Janet" or "Mother"), as are Respondents Beacham O. Brooker, Jr. ("Beach") and Ellen B. Corontzes ("Ellen"). Julia is to receive funds pursuant to the at-issue Equalization Distribution, which is in Article V of the Trust Agreement, which in turn is an attachment to the Last Will and Testament of Julia B. Brooker, a copy of which is attached hereto as **Exhibit A**. Because Julia is a party to the action, who has an interest which

will be affected by the trial, she is precluded from testifying in the trial of this matter. Moreover, her witnesses and counsel should be precluded from making arguments about, introducing, referring to or offering any evidence that contains Julia's deposition or other testimony about the Equalization Distribution and the intent of her Mother.

Next, George W. DuRant is the expert witness for Julia who calculated how much he believes she is entitled to under the Equalization Distribution. Mr. DuRant is not a lawyer or this Court, who is tasked with the duty of construing the intent of the Trust and its Equalization Distribution. He can only testify as to the figure that Julia would be entitled to if her interpretation of the Equalization Distribution is correct, which Respondents vigorously deny.

In anticipation of Petitioner's argument, Respondents also address the ability of W. Steven Johnson, the mother's estate planner, and William M. Reynolds, III, Johnson's partner, to testify. At the hearing on motion for summary judgment, Petitioner's counsel made a reference to whether the Dead Man's Statute precludes Steve Johnson from testifying, but South Carolina law is well-established on this issue. Attorneys who handled the estate planning are not subject to the Dead Man's Statute, as a matter of law.

I. JULIA IS PRECLUDED FROM TESTIFYING UNDER THE DEAD MAN'S STATUTE.

The Dead Man's Statute, codified at Section 19-11-20 of the South Carolina Code, serves to prohibit "any interest person from testifying concerning conversations or transactions with the decedent if the testimony could affect his or her interest." *Hanahan v. Simpson*, 326 S.C. 140, 151, 485 S.E.2d 903, 909 (1997), *superseded by statute on unrelated grounds*. "The rule is founded on the principle that it is against public policy to allow a witness thus interested to testify as to such matters when such testimony, if untrue, cannot be contradicted." *Id.*

The Dead Man's Statute provides, in pertinent part, as follows:

> [N]o party to an action or proceeding, no person who has a legal or equitable interest which may be affected by the event of the action or proceeding . . . shall be examined in regard to any transaction or communication between such witness and a person at the time of such examination deceased . . . as a witness against a party then prosecuting or defending the action as executor, administrator, heir-at-law, next of kin, assignee, legatee, devisee or survivor of such deceased person . . . when such examination or any judgment or determination in such action or proceeding can in any manner affect the interest of such witness . . . .

S.C. Code Ann. § 19-11-20. In other words, the Dead Man's Statute disqualifies a party's testimony in the following circumstances:

1. in regard to any transaction or communication between the witness and a person deceased, insane or lunatic, and

2. against a party prosecuting or defending the action as executor, administrator, heir-at-law, next of kin, assignee, legatee, devisee, or survivor of such deceased person, or as assignee or committee of such insane person or lunatic, and

3. when the present or previous interest of the witness may in any manner be affected by the testimony or by the event of trial.

Long v. Conroy, 246 S.C. 225, 232, 143, S.E.2d 459, 462 (1965). The Dead Man's Statute does not apply unless the putative witness possesses all of these disqualifying characteristics. *Id.* "'The test of the interest of a witness in the event which disqualifies him, under statute, from testifying in his own behalf against the personal representative of a deceased person, is that he will either gain or lose by the direct legal operation and effect of the judgment.'" *Long*, 246 S.C. at 234, 143 S.E.2d at 463 (quoting *Riddle v. George*, 181 S.C. 360, 187 S.E. 524 (1936)).

Julie falls squarely within the teeth of the Dead Man's Statute. She would be testifying about conversations with her mother about what the intent of the Equalization Distribution. Second, she would be testifying against a party defending the action as the trustee and heir-at-law of his mother. Third, her interest in the Equalization Distribution under the Trust will be directly affected by the testimony and the trial of this matter. She cannot be permitted to testify under the Dead Man's Statute.

II. GEORGE W. DuRANT, CPA MAY NOT TESTIFY AS TO THE CONSTRUCTION OR INTERPRETATION OF THE TRUST AND ITS EQUALIZATION DISTRIBUTION OR THE MOTHER'S INTENT.

George DuRant may not testify about the intent of the Mother or the construction or interpretation of the Trust and the Equalization Distribution. He is a certified public accountant; but he is not a lawyer, nor he is the Court who is tasked with now determining the intent of the Mother and how to construe and interpret the Trust and Equalization Distribution. With all due respect, Mr. DuRant is not qualified to determine such matters, and his testimony cannot invade the province of this Court. *See* Rule 702, SCRE ("If scientific, technical, or other specialized knowledge will assist the trier of fact to understand the evidence or to determine a fact in issue, a witness qualified as an expert by knowledge, skill, experience, training, or education, may testify thereto in the form of an opinion or otherwise."). Mr. DuRant has no legal training or specialized knowledge that would allow him to offer any testimony about the Mother's intent or the construction and interpretation of the Equalization Distribution. Mr. DuRant cannot construe the Trust Agreement for his own reasons, and he cannot give his opinion on the ultimate issue regarding the Trust, as he has no knowledge, skill, experience, training, or education to form such an opinion. Mr. DuRant's testimony must be limited to the calculation of Julia's distribution under her theory of the construction of the Equalization Distribution.

III. STEVE JOHNSON AND BILL REYNOLDS ARE NOT PRECLUDED UNDER THE DEAD MAN'S STATUTE.

On the other hand, Steve Johnson, the Mother's estate attorney, and his partner Bill Reynolds may be allowed to testify. South Carolina law unambiguously holds that "testimony of the attorney preparing the will is generally held admissible on the ground that the attorney is not an 'interested person.'" *Hanahan*, 326 S.C. at 152, 485 S.E.2d at 910 (quoting *Havird v. Schissell*, 252 S.C. 404, 166 S.E.2d 801). This is true even when the attorney is entitled to fees or a lien for

his services as a result of the trial. *Havird*, 252 S.C. at 412-13, 166 S.E.2d at 805-06. The attorney's entitlement to compensation is not a "legal or equitable interest" which "may be affected by the direct, legal operation and effect of the judgment." *Id.* at 412, 166 S.E.2d at 805.

While not addressed by a South Carolina appellate court, the issue of whether an attorney facing a malpractice claim has been addressed by other jurisdictions. They have concluded that the malpractice claim is not an "interest" that subjects the lawyer to the Dead Man's Statute. For example, in Illinois, an attorney was allowed to testify about the settlor's intent to transfer real property to a trust for the benefit of some, but not all, of their children and grandchildren. *Michalski v. Chicago Title & Trust Co.*, 365 N.E.2d 654, 655-57 (Ill. Ct. App. 1997). The attorney prepared the deeds, and was allowed to testify about their preparation and execution, although no deeds could be found. *Id.* The court allowed the attorney to testify, noting that he had no direct interest in the suit and that there was no suit against him, causing the alleged "interest" to be speculative. *Id.* Illinois also allows an attorney to testify even if the malpractice claim is already pending. *See Estate of Hurst v. Hurst*, 769 N.E.2d 55, 63 (Ill. App. Ct. 2002) (permitting the attorney to testify where a related malpractice claim was pending, noting that for the attorney to be disqualified under the Dead Man's Statute, "[t]he interest of the witness must be direct and be such that a pecuniary gain or loss will inure to the witness directly as the immediate result of the judgment.").

Similarly, Colorado allowed attorneys facing malpractice claims to testify and not be disqualified under the Dead Man's Statute. *David v. Powder Mountain Ranch*, 656 P.2d 716, 718 (Colo. App. 1982) (finding attorney lacked direct interest in suit). The Colorado appellate court further held as follows:

> We are aware of only one instance in which an attorney, by reasons of his services, was determined to have gained an interest in the outcome of the litigation to warrant disqualification of his testimony. This arises when the attorney has entered into a contingent fee arrangement with his client.

Id; see also Lee v. Leibold, 79 P.2d 1049, 1051-52 (Colo. 1938) (disqualifying lawyer's testimony when he represented client in contractual dispute against estate on a contingency fee basis).

Here, neither Johnson nor Reynolds has any interest in the present lawsuit. They have nothing to "gain or lose by the direct legal operation and effect of the judgment.'" *Long*, 246 S.C. at 234, 143 S.E.2d at 463. Johnson, who was the estate planner, and Reynolds, who consulted with Johnson about the Equalizing Distribution, should be allowed to testify to assist the Court in gleaning Janet Brooker's intent regarding the Equalizing Distribution. Steve Johnson will testify, in part, to the following:

- Beginning in September 2007, there was a heightened awareness of a need to make gifts of behalf of Janet Brook to lessen the estate taxes. (Johnson Dep. 11:7-16, Steve Johnson's Deposition is attached hereto as **Exhibit B**.)
- On September 25, 2007, Johnson met with the Brooker family to discuss the need to accelerate the gifts. (Johnson Dep. 11:17 – 13:1.)
- Janet did not want to disadvantage Julia so Johnson said he could put a provision in the will to "catch up" Julia for any gifts to the children's spouses. Additionally, they discussed the acceleration of gifts through 529 plans. (*Id.*)
- Janet did not want Julia to suffer as a result of these gifts. (*Id.*)
- Janet's major concern was the gifting to the children's spouses. (*Id.* 14:10-13.)
- Equalization meant to Johnson "don't let Julie be disadvantaged because gifts have been made to in-laws. (*Id.* 16:4-11.)
- Johnson talked with his partner Bill Reynolds about the equalization. He wanted a second set of eyes to review the language. (*Id.* 25:23 – 26:7.)
- "The whole conversation with Janet was about prospective gifts, not retrospective gifts." (*Id.* 28:12-13.)

- "You have to read the four corners of Paragraph 2, and it says from the date of the Trust forward looking at the lifetime gifts." (*Id.* 29:6-8.)

- "You have to divide that by two to keep her equal with – I mean, if Ellen got half of that money – Ellen's family got half of that money and Beach's family got half of that money . . . then to keep Julie equal with them, she would get half that figure." (*Id.* 33:7-12.)

- "[I]f you read the four corners of Paragraph 2, it intends to keep Julie equal with what Beach got and what Ellen got, but not to get her ahead." (*Id.* 35:2-5.)

- "If there had been discussion of prior gifts, under the theory of accelerated gifts in 2007, I would have said, Janet, catch Julie up right this minute." (*Id.* 36:4-7.)

In sum, this Court should not allow Julia to testify as she is the textbook example for the need and application of the Dead Man's Statute. Additionally, George DuRant should not be allowed to testify about the Mother's intent or the construction and interpretation of the Trust and Equalization Distribution. On the other hand, Steve Johnson and Bill Reynolds should be allowed to testify regarding the estate plan, the Equalizing Distribution, and Janet Brooker's intent regarding the same.

SOWELL & DuRANT, LLC

By: _____

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Attorneys for Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust and Ellen B. Corontzes individually as Beneficiary of the Janet B. Brooker Trust

Columbia, South Carolina
February 4, 2019

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	Civil Action No.: 2017-GC-40-0036
	)	
IN THE MATTER OF:	)	
The Janet B. Brooker Trust	)	
(C.A. No. 2015-ES40-00662	)	
Julia B. Brooker,	)	
Petitioner,	)	
	)	
vs.	)	
	)	
Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust,	)	
	)	
Respondents.	)	
	)	

EXHIBIT A

RESPONDENTS' MOTION IN LIMINE

Last Will and Testament

FILED
2017 MAR 17 AM 11:45
RICHLAND COUNTY, S.C.
FILED
2018 MAY -5 AM 11:31
ALEX KINLOCH LOCKLAIR
PROBATE JUDGE
RICHLAND COUNTY, S.C.

LAST WILL AND TESTAMENT
OF
JANET B. BROOKER

Introductory Clause. I, **JANET B. BROOKER**, a resident of and domiciled in the County of Richland and State of South Carolina, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

I have three living children: **ELLEN B. CORONTZES, JULIA B. BROOKER**, and **BEACHAM O. BROOKER, JR.**

ITEM I

General Bequest of Personal and Household Effects With a Mandatory Memorandum. I give and bequeath all my personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, as follows:

(1) I may leave written memoranda disposing of certain items of my tangible personal property. Any such item of tangible personal property shall pass according to the terms of such memoranda in existence at the time of my death. If no such written memoranda are found or identified by my Personal Representative within ninety (90) days after my Personal Representative's qualification, it shall be conclusively presumed that there are no such memoranda and any subsequently discovered memoranda shall be ineffective. Any property given and devised to a beneficiary who is not living at the time of my death and for whom no effective alternate provision has been made shall pass according to the provisions of the following paragraph, and not pursuant to any anti-lapse statute.

(2) In default of such memoranda, or to the extent such memoranda do not completely or effectively dispose of such property, I give and bequeath the rest of my personal and household effects of every kind to my children surviving me in approximately equal shares; provided, however, the issue of a deceased child surviving me shall take per stirpes the share their parent would have taken had he or she survived me. If my issue do not agree to the division of the property among themselves, my Personal Representative shall make such division among them, the decision of my Personal Representative to be in all respects binding upon my issue. 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 it is distributed shall be a complete discharge of my Personal Representative.

PETITIONER'S EXHIBIT
PERGAD-Bayonne, N. J.
K.J. Johnson
4/12/18

ITEM II

Pour-Over Gift to Trustee of Testatrix's Inter Vivos Trust. I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to **BEACHAM O. BROOKER, JR. AND JANET B. BROOKER** as Trustee under that certain Trust Agreement between me as Settlor and **BEACHAM O. BROOKER, JR. AND JANET B. BROOKER** as Trustee executed prior to the execution of this Will on the 16th day of October, 2007. My Trustee shall add the property bequeathed and devised by this Item to the principal of the above Trust and shall hold, administer and distribute the property in accordance with the provisions of the Trust Agreement, including any amendments thereto made before my death.

ITEM III

Alternate Provision to Incorporate Trust by Reference if Pour-Over is Invalid. In the event for any reason the bequest and devise above is ineffective and invalid, then I hereby give, devise and bequeath the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to **BEACHAM O. BROOKER, JR. AND JANET B. BROOKER** as Trustee to be held, administered and distributed in accordance with the provisions of that certain Trust Agreement between me as Settlor and **BEACHAM O. BROOKER, JR. AND JANET B. BROOKER** as Trustee executed prior to the execution of this Will on the 16th day of October, 2007, which Trust Agreement including any amendments thereto made before my death is hereby incorporated by reference and made a part hereof the same as if the entire Trust Agreement were set forth herein. If for any reason **BEACHAM O. BROOKER, JR. AND JANET B. BROOKER** are unable or unwilling to serve then I hereby nominate, constitute and appoint as successor or substitute Trustee such Trustee or Trustees as are set forth in the above referenced Trust Agreement.

ITEM IV

Naming the Personal Representative, Personal Representative Succession, Personal Representative's Fees and Other Matters. The provisions for naming the Personal Representative, Personal Representative succession, Personal Representative's fees and other matters are set forth below:

(1) **Naming an Individual Personal Representative.** I hereby nominate, constitute and appoint as Personal Representative of this my Last Will and Testament my son, **BEACHAM O. BROOKER, JR.** and direct that he shall serve without bond.

(2) **Naming Individual Successor or Substitute Personal Representative.** If my individual Personal Representative should fail to qualify as Personal Representative hereunder, or for any reason should cease to act in such capacity, the successor or substitute Personal Representative who shall also serve without bond shall be my daughter, **JULIA B. BROOKER.**

(3) **Final Succession If Individual Successor Personal Representative Cannot Act.** If my individual successor Personal Representative should fail to qualify as Personal Representative hereunder, or for any reason should cease to act in such capacity, then the successor or substitute Personal Representative who shall also serve without bond shall be my daughter, **ELLEN B. CORONTZES.**

(4) **Fee Schedule for Individual Personal Representative.** For its services as Personal Representative, the individual Personal Representative shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

ITEM V

Definition of Personal Representative. Whenever the word "Personal Representative" or any modifying or substituted pronoun therefor is used in this my Will, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Personal Representative named herein and to any successor or substitute Personal Representative acting hereunder, and such successor or substitute Personal Representative shall possess all the rights, powers and duties, authority and responsibility conferred upon the Personal Representative originally named herein.

ITEM VI

Powers for Personal Representative. By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to Personal Representatives generally, my Personal Representative is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this my Will: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions or divisions in cash or in kind or partly in each without regard to the income tax basis of such asset, and in general, to exercise all the powers in the management of my Estate which any individual could exercise in the management of similar property owned in his or her own right, upon such terms and conditions as to my Personal Representative may seem best, and to execute and deliver any and all instruments and to do all acts which my Personal Representative may deem proper or necessary to carry out the purposes of this my Will, without being limited in any way by the specific grants of power made, and without the necessity of a court order.

ITEM VII

Provision for Personal Representative to Act as Trustee for Beneficiary Under Age Twenty-One. If any share or property hereunder becomes distributable to a beneficiary who has not attained the age of Twenty-one (21) years or if any real property shall be devised to a person who has not attained the age of Twenty-one (21) years at the date of my death, then such share or property shall immediately vest in the beneficiary, but notwithstanding the provisions herein, my Personal Representative acting as Trustee shall retain possession of the share or property in trust

for the beneficiary until the beneficiary attains the age of Twenty-one (21), using so much of the net income and principal of the share or property as my Personal Representative deems necessary to provide for the medical care, education, support and maintenance in reasonable comfort of the beneficiary, taking into consideration to the extent my Personal Representative deems advisable any other income or resources of the beneficiary or his or her parents known to my Personal Representative. Any income not so paid or applied shall be accumulated and added to principal. The beneficiary's share or property shall be paid over, distributed and conveyed to the beneficiary upon attaining age Twenty-one (21), or if he or she shall sooner die, to his or her personal representatives. Whenever my Personal Representative determines it appropriate to pay any money for the benefit of a beneficiary for whom a trust is created hereunder, then the amounts shall be paid out by my Personal Representative in such of the following ways as my Personal Representative deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the care, support and education of the beneficiary; (4) by my Personal Representative using such amounts directly for the beneficiary's care, support and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act. My Personal Representative as trustee shall have with respect to each share or property so retained all the powers and discretions conferred upon it as Personal Representative.

ITEM VIII

Discretion Granted to Personal Representative in Reference to Tax Matters. My Personal Representative as the fiduciary of my estate shall have the discretion, but shall not be required when allocating receipts of my estate between income and principal, to make adjustments in the rights of any beneficiaries, or among the principal and income accounts to compensate for the consequences of any tax decision or election, or of any investment or administrative decision, that my Personal Representative believes has had the effect, directly or indirectly, of preferring one beneficiary or group of beneficiaries over others; provided, however, my Personal Representative shall not exercise its discretion in a manner which would cause the loss or reduction of the marital deduction as may be herein provided. In determining the state or federal estate and income tax liabilities of my estate, my Personal Representative shall have discretion to select the valuation date and to determine whether any or all of the allowable administration expenses in my estate shall be used as state or federal estate tax deductions or as state or federal income tax deductions. If my estate plan includes a revocable trust agreement and it contains directions to my Personal Representative, I direct my Personal Representative to follow the directions in such trust agreement.

ITEM IX

Definitions of Family. The following definitions shall be used to define the family:

(1) **Definition of Children.** For purposes of this Will, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated. The terms "child," "children," "issue," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent. For

purposes of this my last will and testament the anti-lapse statute shall not apply as I have named successor takers where it is my intent so to do.

(2) **Inclusion of Adopted Children.** For purposes of this Will, if a person, who at the time of such legal adoption proceeding is commenced is then under the age of twenty-one (21) years, has been adopted, that person shall be considered a child of such adopting parent and such adopted child and his or her issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

(3) **Definition of Per Stirpes.** The term "per stirpes" as used herein has the identical meaning as the term "taking by representation" as defined in the South Carolina Probate Code.

ITEM X

Definition of Words Relating to the Internal Revenue Code. As used herein, words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to my estate. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of my death.

ITEM XI

Simultaneous Death Provision Presuming Beneficiary Predeceases Testatrix. If any beneficiary and I should die under such circumstances as would make it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed for the purposes of this Will that the beneficiary predeceased me.

ITEM XII

Direction to Pay Debts with Discretionary Refinancing by Personal Representative. I direct that all my legally enforceable debts, secured and unsecured, be paid as soon as practicable after my death. I direct that my Personal Representative may cause any debt to be carried, renewed and refinanced from time to time upon such terms and with such securities for its repayment as my Personal Representative may deem advisable taking into consideration the best interest of the beneficiaries hereunder.

ITEM XIII

I direct that:

(1) **Direction to Pay All Taxes from Residuary Estate.** Except as provided in (2) herein, all estate, inheritance, succession, death or similar taxes (except generation-skipping transfer taxes) assessed with respect to my estate herein disposed of, or any part thereof, or on any bequest or devise contained in this my Last Will (which term wherever used herein shall include any Codicil hereto), be paid out of my residuary estate and shall not be charged to or

ROA 236

against any recipient, beneficiary, transferee or owner of any such property or interests in property included in my estate for such tax purposes.

(2) **Apportion Taxes on Nonprobate Property.** All such taxes in respect to any property or interests in property included in my gross estate under Sections 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, and 2044 of the Internal Revenue Code shall be charged against and paid by the recipient or beneficiary of such property or interest in property or from the property or interest in the property, provided, however, there shall be no apportionment against any donee or recipient of any such property or interest in property which is a qualified charity under Section 2055 and the property or interest in property was allowed in my federal estate tax proceedings as a charitable deduction. The amount of the tax to be charged against such donee or recipient shall be determined by multiplying a fraction (the numerator of which shall be the federal estate tax value of the property to be apportioned as finally determined in my federal estate tax proceedings and the denominator of which shall be the total value of my taxable estate for such federal estate tax purposes) times the net amount of such taxes payable by my estate after the application of all credits against such taxes.

Testimonium, Attestation and Self-Proving Affidavit. I, **JANET B. BROOKER**, the Testatrix, sign my name to this instrument this the 16th day of October, 2007, 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.

Janet B Brooker
JANET B. BROOKER

We, W. Steven Johnson and Barbara Hammond, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testatrix signs and executes this instrument as her last will and that she signs it willingly (or willingly directs another to sign for her), and that each of us, in the presence and hearing of the Testatrix, hereby signs this will as witness to the Testatrix's signing, and that to the best of our knowledge the Testatrix is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

(Witness)

(Witness)

The State of South Carolina

County of Richland

Subscribed, sworn to, and acknowledged before me by **JANET B. BROOKER**, the Testatrix, and subscribed and sworn to before me by Barbara Hammond, witness, this the 16th day of October, 2007.

(Seal)
Notary Public for South Carolina

My Commission Expires: 2/24/2013

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TRUST AGREEMENT

Introductory Clause. This Agreement made this the 16th day of October, 2007, between **JANET B. BROOKER**, hereinafter referred to as the Settlor and **BEACHAM O. BROOKER, JR. AND JANET B. BROOKER**, hereinafter referred to singularly as an individual trustee and hereinafter collectively referred to as the Trustee. During the lifetime of the Settlor and after the death of the Settlor but prior to final distribution herein this trust shall be known as the "**JANET B. BROOKER TRUST**".

ARTICLE I

Description of Property Transferred. The Settlor has paid over, assigned, granted, conveyed, transferred and delivered, and by this Agreement does hereby pay over, assign, grant, convey, transfer and deliver unto the Trustee the property described in Schedule A, annexed hereto and made a part hereof, and may cause the Trustee to be designated as beneficiary of certain life insurance policies. Any insurance policies that may be delivered to the Trustee hereunder or under which the Trustee may be designated as beneficiary, the proceeds of all such policies being payable to the Trustee, and any other property that may be received or which has been received by the Trustee hereunder, as invested and reinvested (hereinafter referred to as the "Trust Estate"), shall be held, administered and distributed by the Trustee as hereinafter set forth.

ARTICLE II

Provisions for Settlor During Lifetime. The Trustee shall hold, manage, invest and reinvest the Trust Estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

(1) During the lifetime of the Settlor, the Trustee shall pay to or apply for the benefit of the Settlor all the net income from this Trust.

(2) During the lifetime of the Settlor, the Trustee may pay to or apply for the benefit of the Settlor such sums from the principal of this Trust as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Settlor, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Settlor known to the Trustee.

ARTICLE III

Settlor's Rights to Amend, Change or Revoke the Trust Agreement. The Settlor may, by signed instruments delivered to the Trustee during the Settlor's life: (1) withdraw property from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; (2) add other property to the Trust; (3) change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; (5) revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation.

ARTICLE IV

Discretionary Provisions for Trustee to Deal with Settlor's Estate and Make Payment of Debts and Taxes. After the Settlor's death, the Trustee, if in its discretion it deems it advisable, may pay all or any part of the Settlor's funeral expenses, legally enforceable claims against the Settlor or the Settlor's estate, reasonable expenses of administration of the Settlor's estate, any allowances by court order to those dependent upon the Settlor, any estate, inheritance, succession, death or similar taxes payable by reason of the Settlor's death, together with any interest thereon or other additions thereto, without reimbursement from the Settlor's personal representatives, from any beneficiary of insurance upon the Settlor's life, or from any other person. All such payments, except of interest, shall be charged generally against the principal of the Trust Estate includable in the Settlor's estate for Federal estate tax purposes and any interest so paid shall be charged generally against the income thereof; provided, however, any such payments of estate, inheritance, succession, death or similar taxes (except generation-skipping transfer taxes) shall be charged against the principal constituting the Trust Estate and any interest so paid shall be charged against the income thereof. If such share or trust was created as a fraction, then such taxes thus paid shall reduce the numerator of that share or trust and the Trust Estate, thus likewise reducing the denominator of the fraction. The Trustee may make such payments directly or may pay over the amounts thereof to the personal representatives of the Settlor's estate. Written statements by the personal representatives of such sums due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee and the Trustee shall be under no duty to see to the application of any such payments. If administrative expenses are deducted on the estate's income tax return but paid from principal, then they shall be charged against the Trust Estate.

ARTICLE V

Specific Distributions. Upon the death of the Settlor, the Trustee shall make the following distributions:

(1) **General Distribution of Personal and Household Effects With a Mandatory Memorandum.** All the Settlor's personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, shall be distributed as follows:

(a) The Settlor may leave written memoranda disposing of certain items of tangible personal property. Any such item of tangible personal property shall pass according to the terms of such memoranda in existence at the time of the Settlor's death. If no such written memoranda are found or identified by the Trustee within ninety (90) days after the Settlor's death, it shall be conclusively presumed that there are no such memoranda and any subsequently discovered memoranda shall be ineffective. Any property given and devised to a beneficiary who is not living at the time of the Settlor's death and for whom no effective alternate provision has been made shall pass according to the provisions of the following subparagraph, and not pursuant to any anti-lapse statute.

(b) In default of such memoranda, or to the extent such memoranda do not completely or effectively dispose of such property, the rest of the Settlor's personal and household effects of every kind shall be distributed to the Settlor's children surviving the Settlor, in approximately equal shares; provided, however, the issue of a deceased child surviving the Settlor shall take per stirpes the share their parent would have taken had he or she survived the Settlor. If the Settlor's issue do not agree to the division of the property among themselves, the Trustee shall make such division among them, the decision of the Trustee to be in all respects binding upon the Settlor's issue. If any beneficiary hereunder is a minor, the Trustee 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 it is distributed shall be a complete discharge of the Trustee.

(2) **Equalizing Distribution to the Settlor's Daughter, JULIA B. BROOKER.** The Settlor has previously made lifetime gifts and intends to continue such gifting program until the date of the Settlor's death to the Settlor's children, the Settlor's issue and spouses of the Settlor's children. Because the Settlor's daughter, **JULIA B. BROOKER** is not married and has no children or issue, the Settlor intends that at the Settlor's death, an equalizing distribution will be made to the Settlor's said daughter pursuant to the terms of this paragraph for lifetime gifts made to such daughter's siblings' spouses or siblings' issue which equalizing distribution will be determined as follows:

(a) From the date of this trust forward the Trustee shall determine the date and the amount of any lifetime gifts made by the Settlor to issue of Ellen B. Corontzes and Beachum O. Brooker, Jr. as well as the spouses of Ellen B. Corontzes and Beachum O. Brooker, Jr.

(b) To such amount specified above from the date of such gift an interest rate of five (5%) percent shall be applied to the amount of such gift which interest rate shall continue until this distribution is satisfied and which rate shall not compound.

(c) The sum of (a) and (b) above shall be distributed to the Settlor's daughter, **JULIA B. BROOKER** if she shall survive the Settlor.

(3) **Definition of Trust Estate.** As used in this Trust Agreement, the words "Trust Estate" shall mean the entire Trust Estate minus the specific distributions under this Article.

ARTICLE VI

Trust Estate to Settlor's Issue. Upon the death of the Settlor, the Trust Estate (which shall include any property which may be added from the Settlor's general estate) shall be held in trust or paid over and distributed to the Settlor's surviving children in equal shares, provided, however, the then living issue of a deceased child of the Settlor shall take per stirpes the share their parent would have taken had he or she survived the Settlor. Provided, further, that any share due the Settlor's son, Beachum O. Brooker, Jr., if he shall survive the Settlor and any share due the Settlor's daughter, Ellen B. Corontzes, if she shall survive the Settlor shall first be allocated to the lifetime generation skipping trusts created for such named children ("Beacham

O. Brooker, Jr. Family Trust dated May 12, 1997;" "Ellen B. Corontzes Family Trust dated May 12, 1997") but only to the extent that the Settlor's estate has available generation skipping tax exemption remaining to be allocated among such trusts. The Settlor intends that any available generation skipping tax exemption be allocated equally among the "Beacham O. Brooker, Jr. Family Trust dated May 12, 1997" and the "Ellen B. Corontzes Family Trust dated May 12, 1997."

ARTICLE VII

Trustee Succession, Trustee's Fees and Other Matters. The provisions for naming the Trustee, Trustee succession, Trustee's fees and other matters are set forth below:

(1) **Individual Trustees Succession.** If the individual Trustee should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, the remaining individual Trustee shall continue to serve without a successor or substitute.

(2) **Succession If Original Trustees Cannot Act.** If all the Settlor's original Trustees should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, then the successor or substitute Trustee who shall also serve without bond shall be the Settlor's daughter, **JULIA B. BROOKER.**

(3) **Final Succession If All Individual Trustees Cannot Act.** If all the Settlor's individual Trustees should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, then the successor or substitute Trustee who shall also serve without bond shall be the Settlor's daughter, **ELLEN B. CORONTZES.**

(4) **Fee Schedule for Individual Trustee.** For its services as Trustee, the individual Trustee shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

(5) **Delegation Among Trustees.** When there is more than one individual or entity serving as co-Trustees, then any Trustee may delegate to any other Trustee the power to exercise any or all of the powers granted to the Trustees in this Trust Agreement, including those powers, which are discretionary, to the extent allowed by law. Any delegating Trustee may revoke any such delegation with written notice to the other serving co-Trustees. The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing signed by the delegating co-Trustee. As long as any such delegation is in effect, any of the delegated powers may be exercised by the Trustee receiving such delegation with the same force and effect as if the delegating Trustee had personally joined in the exercise of such power. Provided, however, that if such Trustee, or co-Trustee, shall also be a current beneficiary and such delegation shall be deemed to create in that Trustee a right that shall be deemed to be a general power of appointment, then such individual Trustee shall not be vested with such right to delegate such power.

(6) **Limitations on Trustees.** No person who at any time is acting as Trustee hereunder shall have any power or obligation to participate in any discretionary authority which the Settlor has given to the Trustee to pay principal or income to such person, or for his or her benefit or in

relief of his or her legal obligations; provided, however, if an individual trustee (who is also a beneficiary) is the sole trustee or at any time is acting as the sole trustee, and such trustee has discretion to invade principal for himself or herself and such discretionary authority is limited by an ascertainable standard, then such trustee may invade principal (if limited by such standard) for himself or herself but not in relief of his or her legal obligations.

(7) **Trustee Accountings and Settlement.** The Trustee shall report on Trust activities and account to the beneficiaries, as follows:

(a) **Trustee Accountings.** If there are more than nominal assets in the Trust, the Trustee shall render an accounting of the Trust's receipts and disbursements and a statement of the assets and liability of the Trust at least annually to each current income beneficiary and all beneficiaries entitled by law to receive an accounting. The Trustee may, but shall not be required to, file such accountings with the Court having jurisdiction of the Trust. The Settlor specifically waives any requirement for formal or court approved accounting. If the Trustee provides an accounting to each current income beneficiary and all beneficiaries entitled by law and those beneficiaries do not notify the Trustee in writing of an objection to such accounting within ninety (90) days of the receipt of such accounting, then the accounting shall be deemed accepted and approved by such beneficiary.

(b) **Settlement of Trustee Accounting.** During the period of time that this Trust may be revoked by the Settlor, the Trustee may render an accounting of its administration of the Trust to the Settlor. The Settlor's written acceptance and approval of such accounting shall be binding upon all present and future Trust beneficiaries.

(c) **Settlement of Trustee Accounting by Beneficiaries.** The Trustee may at any time settle its account with respect to the Trust Estate, or any separate share of the Trust Estate, by a written agreement. The written agreement shall be between the Trustee and all appropriate living income beneficiaries and remainder beneficiaries for the Trust Estate, or separate Trust share as appropriate. If a beneficiary is either a minor or incompetent, then the guardian for such person may represent such individual. Such agreement shall bind all persons then or thereafter entitled to such share of the Trust Estate for which the Trustee and beneficiaries reached written agreement. Such agreement shall constitute a complete release and discharge of the Trustee for the acts of the Trustee covered in the accounting and the period covered by the agreement.

(d) **Settlement of Trustee Accounting Upon Termination of Trust.** Prior to either delivering the Trust Estate to a successor Trustee or making a complete distribution of all or a separate share of the Trust Estate, the Trustee shall prepare and deliver its accounting of the Trust or the applicable Trust share, as appropriate, to the appropriate beneficiaries. The Settlor and/or applicable beneficiaries may waive such requirements for such accounting.

ARTICLE VIII

Definition of Trustee. Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply

equally to the Trustee or Co-trustees named herein and to any successor or substitute Trustee or Co-trustee acting hereunder, and such successor or substitute Trustee or Co-trustee shall have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE IX

Powers for Trustee. The Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property, real or personal, at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:

(1) To collect trust property and accept or reject additions to the Trust Estate from a Settlor or any other person.

(2) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although such property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.

(3) To deposit trust money in accounts of all types, including margin accounts, in all types of regulated financial service institutions.

(4) To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, limited liability companies or similar entities, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

(5) To abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration.

(6) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or on credit, at public or private sale, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.

(7) To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

(8) To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

(9) To sell or exercise stock subscription or conversion rights.

(10) To refrain from voting or to vote shares of stock which are a part of the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.

(11) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

(12) To borrow money with or without security and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee.

(13) To pledge the Trust Estate and to cause this Trust to guarantee loans made by others to a beneficiary or any business owned by the Trust.

(14) To enter for any purpose into a lease as lessor or lessee, including a lease or other arrangement for exploration and removal of natural resources, with or without option to purchase or renew for a term within or extending beyond the term of the Trust.

(15) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate public or private easements to private or public use without consideration, including by way of example qualified conservation and façade easements.

(16) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

determines that the administration as a single trust is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(35) To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(36) To divide property in any trust being held hereunder with an inclusion ratio, as defined in section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero, to create trusts to receive property with an inclusion ratio of either one or zero and if this cannot be done to refuse to accept property which does not have a matching inclusion ratio to the receiving trust's ratio, all as the Trustee in its sole discretion deems best.

(37) If the Trustee shall act as the Personal Representative of the Settlor's estate, to elect to allocate any portion or all the Settlor's generation-skipping transfer exemption provided for in Code section 2631 or under similar future legislation, in effect at the time of the Settlor's death, to any portion or all of any other trusts or bequests in the Settlor's Will or any other transfer in which the Settlor is the transferor for purposes of the generation-skipping tax. Generally, the Settlor anticipates that the Settlor's Personal Representative will elect to allocate this exemption first to direct skips as defined in Code section 2612, then in such other manner as the Trustee deems appropriate, unless it would be inadvisable based on all the circumstances at the time of making the allocation; and to make the special election under section 2652(a)(3) of the Code to the extent the Settlor's Personal Representative deems in the best interest of the Settlor's estate.

ARTICLE X

Provision for Trustee to Act as Trustee for Beneficiary Under Age Twenty-One. If any share hereunder becomes distributable to a beneficiary who has not attained the age of Twenty-one (21), such share shall immediately vest in the beneficiary, but notwithstanding the provisions herein, the Trustee shall retain possession of the share in trust for the beneficiary until the beneficiary attains the age of Twenty-one (21), using so much of the net income and principal of the share as the Trustee deems necessary to provide for the medical care, education, support and maintenance in reasonable comfort of the beneficiary, taking into consideration to the extent the Trustee deems advisable any other income or resources of the beneficiary or his or her parents known to the Trustee. Any income not so paid or applied shall be accumulated and added to principal. The beneficiary's share shall be paid over and distributed to the beneficiary upon attaining age Twenty-one (21), or if he or she shall sooner die, to his or her personal representatives. The Trustee shall have with respect to each share so retained all the powers and discretions it had with respect to the trusts created herein generally.

ARTICLE XI

Trustee's Discretion in Making Payments to a Person Under Age Twenty-One, Incompetent, or Incapacitated Person. In case the income or principal payment under any trust created hereunder or any share thereof shall become payable to a person under the age of Twenty-one (21), or to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the medical care, education, support and maintenance in reasonable comfort of the beneficiary; (4) by the Trustee using such amounts directly for the beneficiary's care, support and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act.

ARTICLE XII

Discretion in Trustee to Terminate Small Trust and Distribute to Income Beneficiary. If at any time any trust created hereunder has a fair market value as determined by the Trustee of Fifty Thousand ($50,000.00) Dollars or less, the Trustee, in its absolute discretion if it determines that it is uneconomical to continue such trust, may terminate such trust and distribute the trust property to the person or persons then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

ARTICLE XIII

Definitions of Family. The following definitions shall be used to define the family:

(1) **Definition of Children.** For purposes of this Trust, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated. The terms "child," "children," "issue," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent. For purposes of this trust the anti-lapse shall not apply as the Settlor has named successor takers where it is the Settlor's intent so to do.

(2) **Inclusion of Adopted Children.** For purposes of this Trust, if a person, who at the time of such legal adoption proceeding is commenced is then under the age of twenty-one (21) years, has been adopted, that person shall be considered a child of such adopting parent and such adopted child and his or her issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

(3) **Definition of Per Stirpes.** The term "per stirpes" as used herein has the identical meaning as the term "taking by representation" as defined in the South Carolina Probate Code.

ARTICLE XIV

Definition of Words Relating to the Internal Revenue Code. As used herein, words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to the Settlor's estate. For purposes of this Trust Agreement, the Settlor's "available generation-skipping transfer exemption" means the generation-skipping transfer tax exemption provided in section 2631 of the Internal Revenue Code of 1986, as amended, in effect at the time of the Settlor's death reduced by the aggregate of (1) the amount, if any, of the Settlor's exemption allocated to lifetime transfers of the Settlor by the Settlor or by operation of law, and (2) the amount, if any, the Settlor has specifically allocated to other property of the Settlor's gross estate for federal estate tax purposes. For purposes of this Trust Agreement if at the time of the Settlor's death the Settlor has made gifts with an inclusion ratio of greater than zero for which the gift tax return due date has not expired (including extensions) and the Settlor has not yet filed a return, it shall be deemed that the Settlor's generation-skipping transfer exemption has been allocated to these transfers to the extent necessary (and possible) to exempt the transfer(s) from generation-skipping transfer tax. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of the Settlor's death.

ARTICLE XV

Simultaneous Death Provision Presuming Beneficiary Predeceases Settlor. If any beneficiary and the Settlor should die under such circumstances as would make it doubtful whether the beneficiary or the Settlor died first, then it shall be conclusively presumed for the purposes of this Trust that the beneficiary predeceased the Settlor.

ARTICLE XVI

State Law to Govern. This Trust Agreement and the trusts created hereby shall be construed, regulated and governed by and in accordance with the laws of the State of South Carolina.

ARTICLE XVII

Spendthrift Provision. Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the fiduciary hereunder, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

Testimonium Clause. IN WITNESS WHEREOF, the Settlor and the Trustee have executed this Trust Agreement.

WITNESSES:

JANET B. BROOKER

SETTLOR

BEACHAM O. BROOKER, JR. AND
JANET B. BROOKER

INDIVIDUAL TRUSTEE

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

Personally appeared the undersigned witness and made oath that she saw the within named Settlor and Trustee sign, seal and as their act and deed deliver the within Trust Agreement and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

Barbara Hammond

Sworn to before me this

16th day of October, 2007.

Notary Public for South Carolina

My Commission expires: 2/24/2013

SCHEDULE "A"

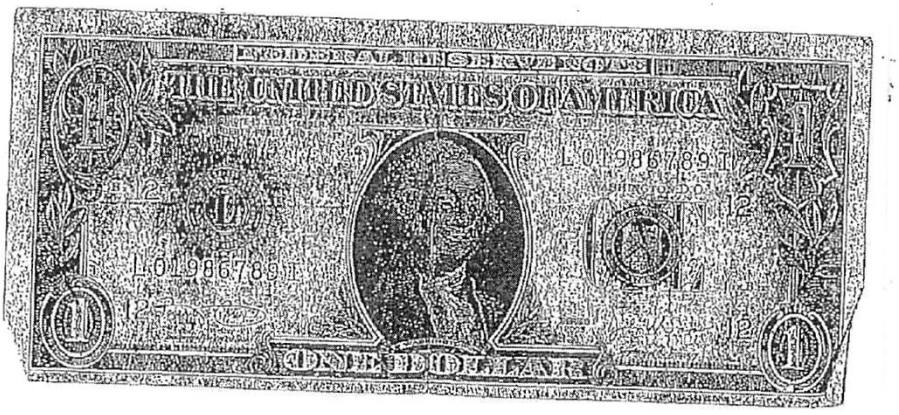
List of Assets

Janet B Brooker
JANET B. BROOKER

SETTLOR

Janet B Brooker
Beacham O. Brooker Jr.
BEACHAM O. BROOKER, JR. AND
JANET B. BROOKER

INDIVIDUAL TRUSTEE



STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	Civil Action No.: 2017-GC-40-0036
	)	
IN THE MATTER OF:	)	
The Janet B. Brooker Trust	)	
(C.A. No. 2015-ES40-00662	)	
	)	
Julia B. Brooker,	)	
Petitioner,	)	
	)	
vs.	)	
	)	
Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust,	)	
	)	
Respondents.	)	
	)	
	)	

EXHIBIT B

RESPONDENTS' MOTION IN LIMINE

DEPOSITION TRANSCRIPT OF STEVE JOHNSON

STATE OF SOUTH CAROLINA
IN THE PROBATE COURT
COUNTY OF RICHLAND

IN THE MATTER OF:
THE JANET B. BROOKER TRUST
(C.A. NO. 2015-ES40-00662)

JULIA B. BROOKER,

Petitioner,

vs. C.A. 2017-GC-40-0036

BEACHAM O. BROOKER, JR., IN HIS OFFICIAL CAPACITY AS TRUSTEE AND INDIVIDUALLY AS A BENEFICIARY OF THE JANET B. BROOKER TRUST; AND ELLEN B. CORONTZES INDIVIDUALLY AS BENEFICIARY OF THE JANET B. BROOKER TRUST,

Respondents.

DEPOSITION OF: W. STEVEN JOHNSON

DATE: January 12, 2018

TIME: 10:55 A.M.

LOCATION: Law Offices of Griffin Davis
1116 Blanding Street
Columbia, SC

TAKEN BY: Counsel for the Petitioner

REPORTED BY: Wanda K. Cecil
Certified Court Reporter

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PETITIONER
JULIA B. BROOKER:

GRIFFIN DAVIS LAW FIRM
BY: JAMES MIXON GRIFFIN
MARGARET N. FOX
1116 Blanding Street
Columbia, SC 29201
(803) 744-0800
jgriffin@griffindavislaw.com
mfox@griffindavislaw.com

ATTORNEYS FOR THE RESPONDENTS
BEACHAM O. BROOKER, JR., IN HIS OFFICIAL CAPACITY AS TRUSTEE AND INDIVIDUALLY AS A BENEFICIARY OF THE JANET B. BROOKER TRUST; AND ELLEN B. CORONTZES INDIVIDUALLY AS BENEFICIARY OF THE JANET B. BROOKER TRUST:

SOWELL GRAY STEPP & LAFFITTE, LLC
BY: BESS J. DuRANT
1310 Gadsden Street
Columbia, SC 29201
(803) 929-1400
bdurant@sowellgray.com

ATTORNEYS FOR THE WITNESS:

TURNER PADGET GRAHAM & LANEY, PA
BY: THOMAS C. SALANE
1901 Main Street
17th Floor
Columbia, SC 29201
(803) 227-4289
tsalane@turnerpadget.com

ALSO PRESENT:

Julia B. Brooker

(INDEX AT REAR OF TRANSCRIPT)

W. STEVEN JOHNSON,

being first duly sworn, testified as follows:

EXAMINATION

BY MR. GRIFFIN:

Q. Good morning, Mr. Johnson.

A. Good morning.

Q. My name is Jim Griffin. I represent Julia Brooker in a matter pending in Probate Court regarding interpretation of a trust and application of a trust. We're here to take your deposition in connection with that proceeding and I appreciate your cooperation being here today.

Have you ever given a deposition before?

A. I have.

Q. All right. So I'm not going to explain what a deposition is to you. I know you're well aware of it and you're a licensed lawyer. Under the rules, they do require me to give you, I believe, two instructions and so I'm going to do that. One is, if during my questioning if what I ask you is unclear to you, then I'm required to tell you to ask me to clarify the question and don't ask your lawyer what's that guy talking about. Could we do that?

A. Yes.

Q. And then secondly, the rules don't

permit off-the-record conversations about your testimony now that you're sworn in and undergoing examination unless it deals with a privilege issue. And I'm supposed to tell you that, too. You understand that?

A. I do.

MR. GRIFFIN: As to privilege issues, I'm going to mark Petitioner's Exhibit Number 1, an agreement that we've previously entered into in this case that covers by agreement the file that you produced and your testimony here today. And it essentially is an agreement that all parties agree that your act in producing the files that you did is not a waiver of attorney/client or work product privilege and that your testimony here today about your file or any substance of your communications with Ms. Janet Brooker would not be a waiver of that privilege and that no one will use the deposition here today in any further proceedings absent notice to everyone and try to work out that.

And I'm going to mark Petitioner's Exhibit Number 1 so we have it in the record.

(PET. EXH. 1, Agreement Regarding Privilege, was marked for identification.)

MR. GRIFFIN: Then I'm going to mark Petitioner's Exhibit Number 2.

(PET. EXH. 2, Letter to Steve Johnson from Jaime Harmon, Dated August 22, 2017, With Attachments, was marked for identification.)

MS. DuRANT: Thank you.

BY MR. GRIFFIN:

Q. Mr. Johnson, Petitioner's Exhibit Number 2 is a subpoena for documents that we served on you back in the fall. I think it's August something and I just -- what I want to ask you, did you get a copy the subpoena and have you, best of your knowledge, fully complied with that subpoena?

A. To the best of my knowledge.

Q. Okay. And as part of this Petitioner's Exhibit Number 1, agreement was that that allowed you to produce your entire file without withholding any documents for privilege. And is it your understanding that you have produced your entire file?

A. I have.

Q. And we have, gosh, over 4,000 documents and so I don't intend to go over any of them. I've copied a few of them here; but what I want to ask

you though, structurally, how do you maintain the file here for Ms. Brooker? Do you have a box of hard paper and then computer documents? Just structurally, how is the file maintained?

A. I have an estate planning file that was composed primarily of the written materials that I had in connection with doing planning for Mrs. Brooker. And then after her death, I had an estate administration file, where most of the documents that pertained to the administration of the estate were kept.

Q. Okay. The estate planning file. Well, first, does that comprise of paper?

A. Yes.

Q. Do you also have some component of that that's on a computer server?

A. I have some drafts and scanned copies of what she signed electronically saved on the computer.

Q. Right. And one of the -- the petition in this case involves a trust, the Janet B. Brooker Trust, and it's dated October 20, 2007. To your knowledge, do you know if you have that document on a word processing software system on your current computers?

A. No. I just have the original scanned onto my server at the office.

Q. Okay. And that document has been produced. Do you still have the software that -- well, excuse me. The Word -- I don't if it was prepared in Word or Word Perfect. Do you know what processing software your firm used back in 2007?

A. Well, the document was produced by software known as Drafting Wills and Trust Agreements. And it asks you relevant questions and then you answer the questions and then it produces a document for you. And I always had it produced in Word. And after it was produced in Word, I would save that document to my -- to my server and I would make modifications to that document on the server as I needed to.

Q. And thank you. And my question really, now that we've narrowed it down, is is that final document still residing somewhere on your computer?

A. Just a hard copy of it. Just a copy of it.

Q. But not the Word version?

A. Not the Word version.

Q. Okay. What happened to the Word version?

A. Jim, you know, let me go back. I think maybe the Word version is still on the -- on the server. So I think a scanned copy and the Word version is still on the server.

Q. Would you please not -- if it's there, will you please not erase it?

A. Sure.

Q. So I can talk to your lawyer because --

A. Sure.

Q. And the next question is, you mentioned you made modifications to the document. And do you recall what modifications were made once it was exported to Word?

A. Well, once you -- you get it in Word, then I proofread it, you know. And it never is -- it never is a perfect document when you get it from the software, so I go back and make the changes in Word. I would go back and make the changes in Word.

Q. Okay. And the reason I'm asking you not to delete that, people who know a lot more about this than I do may be able to go and see a history of changes that were made from the document that currently resides.

A. All right.

Q. I have no idea.

A. Right.

Q. But people charge me a lot of money because they say they can do that.

A. Right.

Q. The file that I've looked through, it did not appear that there were various drafts that were printed out and saved to the file. Do you recall whether you did that?

A. When I got the document from the software, I would make the modifications. I would make the modifications to the document in the software. So, you know, there was only one draft. And I would make -- I would make changes and save the changes, so there's only -- there's only one Word document.

Q. Right. Some firms, lawyers, they keep on their system Version 1, Version 2, Version 3 as the document changes with the different modifications. Did you do that for this trust agreement that we're talking about?

A. No.

MR. GRIFFIN: Okay. I'm going to mark the agreement Petitioner's Exhibit 3. Let me mark that Number 3.

(PET. EXH. 3, Last Will and Testament of

Janet B. Brooker and Trust Agreement, was marked for identification.)

BY MR. GRIFFIN:

Q. Mr. Johnson, I'll show you what I've marked as Petitioner's Exhibit 3, which is really two documents. One is the Last Will and Testament and then attached to that is the Janet B. Brooker Trust. Do you recognize these documents?

A. I do.

Q. Okay. Did you prepare these documents?

A. I did.

Q. And on Page 3 of the trust document, which is under Article V, Section 2, there's a provision entitled equalization distribution to settlor's daughter, Julia B. Brooker. Did you prepare that paragraph?

A. I did.

Q. Okay. The software that you mentioned that produces wills and trusts after you insert the data, does it contain a template for equalization distribution?

A. No.

Q. So Paragraph 2 here on Page 3, was it generated as a result of any template that you have?

A. No.

Q. Had you previously ever drafted an equalization distribution paragraph in a trust?

A. Yes.

Q. Okay. Had you ever done one for Ms. Brooker?

A. No.

Q. What do you recall about any discussions you had specifically with Ms. Brooker about this provision? When I say Ms. Brooker, I'm speaking of Janet B. Brooker.

A. In September of 2007, I believe that Mrs. Brooker's son came to me, Beach, and there was a -- there was heightened awareness of a need to make gifts on behalf of Mrs. Brooker to lessen the amount of estate taxes that she might have to -- have to pay.

And there was subsequently -- according to my time sheets, there was subsequently a meeting at the end of September. I think it was September the 25th, where I met with the -- time sheets say I met with the family. So the family to me could have meant all or part of the family; but at that time, I remember discussing the need to make gifts, to accelerate the gifts.

And I said to Janet, I said, Janet, you

know you can make gifts. You can make gifts of course to children. You've made them in the past. You can make gifts to grandchildren and you can make gifts to spouses of children. And her comment to me at that particular point in time was that, if I make gifts -- if I make gifts to Dino and to Ellen's -- excuse me, Beach's wife, that that will disadvantage Julie. She said, that will disadvantage Julie.

And I said to her at that time, well, if you decide to go ahead and make those gifts, you can put a provision in the document that at your death will catch the -- will catch Julie up for the gifts going forward that have been made to the spouses of children. Also, we talked about accelerating the pace of the gifts to the children through what's known as a 529 account.

Q. The grandchildren?

A. The grandchildren. Excuse me.

Q. Right.

A. The grandchildren. And so that discussion was part of the general discussion. And Mrs. Brooker, I would say my impression was that she didn't want -- she didn't want Julie to -- she wanted to save the taxes, but she didn't want Julie to suffer as a result of making these prospective

gifts that were going to be made.

Q. Petitioner's Exhibit 3, under Article V, Subparagraph 2, the paragraph reads that -- it says the settlor. The settlor would be Ms. Janet Brooker; correct?

A. Correct.

Q. Has previously made lifetime gifts and intends to continue such gifting program until the date of settlor's death to the settlor's children. Children here would be Beach, Julia and Ellen; correct?

A. Correct.

Q. The settlor's issue and spouses. So settlor's issue would be the same as settlor's children?

A. Issue is a multigenerational term, which could have included children, grandchildren, or great grandchildren.

Q. So issue here includes the grandchildren?

A. Yes.

Q. And were you aware in September of 2007 that Ms. Janet Brooker had been gifting to the grandchildren?

A. I was.

Q. I think they had trusts set up for each one?

A. They did.

Q. And spouses of the settlor's children is what it reads. Okay. In your conversation, did Ms. Janet Brooker express any concern about Julia being disadvantaged because of the gifting to the grandchildren?

A. No.

Q. So it was the disadvantage resulting from gifting to the spouses of her issue, her children?

A. That was her major concern.

Q. To your knowledge, had there been gifts to Dino and Beth, the --

A. I didn't know at that time; but in going back and looking through the file, it appears that no -- no gifts were made to Dino and to Beth up until 2007.

Q. And you said going back and looking at the file. What are you looking at in the file that makes you say that?

A. Gift tax returns.

Q. Now, have you looked at all the gift tax returns that were filed?

A. Yes.

Q. And you're aware there's significant years where there are no gift tax returns filed?

A. There were significant years where no gift tax returns were filed.

Q. And a gift tax return not necessarily needs to be filed unless gifts were made over the exclusion amount?

A. That's correct.

Q. Okay. So it's possible that Ms. Janet Brooker could have gifted sums less than the annual exclusion amount to Dino and Beth and it wouldn't show up on a gift tax?

A. That's possible.

Q. You mentioned your bills and I have and I plan to go over some of those with you. Let me ask you if you don't mind. You said you looked at your bills. Are there any other documents that you looked at that refreshed your recollection of events?

A. Yeah. I looked at my notes. Unfortunately, on my notes, I didn't have dates on my notes. So my primary source of information were my bills.

Q. Okay. And I've got some of your notes,

too, and I noticed there weren't dates on those as well.

A. Right.

Q. Did you see in any of your notes where you made entries from your conversations with Ms. Janet Brooker about her concern that it would be unfair to Julia if she gave gifts to Dino and Beth?

A. I didn't see that specific reference; but I did see a specific reference to equalization, which meant to me, don't let Julie be disadvantaged because gifts have been made to in-laws.

MR. GRIFFIN: Okay. I'm going to start with Petitioner's Exhibit 4, I believe.

(PET. EXH. 4, Todd & Johnson, L.L.P. Invoice Dated February 1, 2007 To Janet B. Brooker, Bates Stamped T&J 02397, was marked for identification.)

BY MR. GRIFFIN:

Q. Do you recognize Petitioner's Exhibit 4?

A. I do.

Q. And what is it?

A. It's a bill that was sent to Mrs. Brooker.

Q. And what's the date?

A. The date is February the 1st, 2007.

Q. Okay. And it references -- well, you have two entries. One January 17, 2007 and one January 19, 2007; is that correct?

A. That's correct.

Q. And the 19th entry says, to client's house to have health care power of attorney signed. Do you recall performing this service?

A. I do.

Q. And tell me first, had Ms. Brooker had a health care power of attorney up until that date to your knowledge?

A. I don't believe she'd had one previously and I think that was the reason that I went out to her house, because Beach had called me and said Mom doesn't have a health care power of attorney. And I think I prepared one and went to her house to get it signed.

Q. Was there a concern about her declining health in January 2007 that prompted the execution of the health care power of attorney?

A. No.

Q. When you met with her -- did you meet with her personally?

A. I did.

Q. And how was her health?

A. Fine. She was -- you know, she was an elderly lady at that time; but certainly conversant and, you know, capable of understanding what she was signing.

Q. And the first entry, it says telephone conversation with Beach Brooker. And then it says telephone conversation with Janet and Beach. Did Beach call you first?

A. I don't remember.

Q. Okay. Does it appear to you from your time entry that that would be the sequence of events?

A. I don't -- I couldn't say yes or no to that.

MR. GRIFFIN: Okay. Show you what's Petitioner's --

THE COURT REPORT: Number 5.

MR. GRIFFIN: -- 5.

(PET. EXH. 5, Todd & Johnson, L.L.P. Telephone Conference Notes by Barbara Hammond, Dated September 27, 2007, Bates Stamped T&J_02906, was marked for identification.)

BY MR. GRIFFIN:

Q. Mr. Johnson, show you what we've marked

as Petitioner's Exhibit 5 and this was a document that was produced to us.

A. (Reviewing.)

Q. Do you recognize this document?

A. I do.

Q. Okay. And at the top, it says telephone conference notes of Barbara Hammond. Who is Barbara Hammond?

A. She's a receptionist at my office.

Q. And this document, this is her normal practice to maintain messages received by clients or just people calling in when they leave a message, to do it on this type of form?

A. Sometimes.

Q. Sometimes? Okay. Was this a message for you to your knowledge?

A. Yes, it was a message to me. I was out of town and Barbara sent me this message.

Q. Okay. And it says, Steve, Dino Corontzes called and asked if he could have a copy of Janet Brooker's power of attorney. I called Ms. Brooker to see if this was all right and she said she didn't know what he would want it for and she called Dino. Dino then called me back and said that she got very confused and didn't answer him. He

said that I should not have called her and to please not call her again and that I should have just called Beach and talked to him directly. I told him I would wait until you returned on Monday.

Do you remember this event?

A. I do.

Q. What do you remember about it?

A. Exactly what's reported here, that. . .

Q. Did it strike you as odd that Ms. Brooker -- that Ms. Brooker didn't want -- well, it says, I called Ms. Brooker to see if this was all right and she said she didn't know what he would want it for and she called Dino. I mean, did any of this struck you as odd?

A. No.

Q. Okay. When you would deal with issues pertaining to Ms. Janet Brooker, did you speak with Beach about those?

A. Beach had his mom's power of attorney, so I felt comfortable in speaking with Beach about Mrs. Brooker's business.

Q. Did he have power of attorney in September 2007 to your knowledge?

A. No. The power of attorney was not executed -- the power of attorney I did was not

executed until the time the trust agreement was signed, which was October the 16th of '07, so. . .

Q. Right. Okay. Did you have a conversation with Dino about his request for health care power of attorney? I'm sorry, it's just power of attorney. A copy of Janet Brooker's power of attorney?

A. I subsequently provided Dino with a power of attorney because he had accounts at Stephens for Mrs. Brooker and he needed the power of attorney for the -- for his back office at Stephens.

Q. Do you recall who had the power of attorney or who was appointed under this power of attorney in September 2007?

A. Beach was primary. Julie was alternate and Ellen was second alternate.

MR. GRIFFIN: Okay. Six?

THE COURT REPORTER: Yes.

(PET. EXH. 6, Todd & Johnson, L.L.P. Invoice Dated October 3, 2007 To Janet B. Brooker, Bates Stamped T&J 02395, was marked for identification.)

MS. DuRANT: Thank you.

BY MR. GRIFFIN:

Q. Show you Petitioner's Exhibit 6. Is

this an invoice from your firm?

A. It is.

Q. And there's two entries here. One is September 6, 2007 and it appears to be an entry by WSJ. Is that you?

A. That's correct.

Q. Okay. Says telephone conference with Beach Brooker to discuss his mother's possible gifts. And then there's another entry of 9/25/2007, WSJ again. It says office conference with family to discuss gifts of assets to children. And that entry is -- 1.51 is the hours at a rate of $250 an hour.

Is the September 25th meeting the one that you mentioned earlier in your testimony?

A. Yeah, I believe it is.

Q. And 1.51, is that an hour and a half?

A. It is.

Q. And it says family and it doesn't say which family members, but do you believe Julie was there?

A. I don't know. I don't remember.

Q. Okay. But do you remember that Ms. Janet Brooker was there?

A. I do remember that Janet was there.

Q. Do you remember if Beach was there?

A. Jim, I can't say for certain that Beach was there with certainty.

Q. Sure. Do you remember if Ellen was there?

A. Again, I can't say with certainty.

Q. Can you remember any other family members besides Ms. Janet Brooker being at this meeting on September 25, 2007?

A. I only remember Janet because that was the meeting that I talked with Janet about the equalization provision being added to the. . .

Q. Okay.

(PET. EXH. 7, Todd & Johnson, L.L.P. Invoice Dated October 29, 2007 To Janet B. Brooker, Bates Stamped T&J_02392, was marked for identification.)

THE COURT REPORTER: Number 7.

BY MR. GRIFFIN:

Q. Mr. Johnson, I show you another bill we've marked Petitioner's Exhibit Number 7. This is another invoice from your firm?

A. That's correct.

Q. To Ms. Janet Brooker; correct?

A. Correct.

Q. Does it record services rendered during

the month of October 2007?

A. It does.

Q. Okay. And again October 1, 2007, there's an entry with -- it says telephone conference with client's son and son-in-law. Who is the son here?

A. Beach.

Q. Okay. And the son-in-law would be?

A. Dino.

Q. Dino? And there's another entry for CKO. Who is CKO?

A. Paralegal.

Q. And what's his or her name?

A. Cindy Owen.

Q. She still work with you?

A. She does.

Q. Okay. And then October 4 entry with WSJ, telephone conference, Bill Sellars. Do you remember what that conference was about?

A. I don't.

Q. Then the next entry is October 20 -- excuse me, October 15, 2007, an entry from WSJ. It says, preparation of client's revocable trust and pour over will. Now, that entry, does that reference the document that we have marked as

Petitioner's Exhibit Number 3, although it obviously was a first draft or some iteration of this document? Is that what this entry is for?

A. That's correct.

Q. And then here again it says telephone conference with client's son. Did you speak with Beach at the time you were preparing the will and trust?

A. We undoubtedly had a conversation sometime that day while I was working on the document.

Q. Do you know if you spoke with Beach about the equalization provision in the trust?

A. I don't.

Q. You don't know one way or the other?

A. I don't know.

Q. Okay. Then the next entry is interoffice conference with Steve Johnson to discuss equalization provision. Proof, revise and edit same. And the initials for that is BR. Who is that?

A. Bill Reynolds.

Q. And who is Bill Reynolds?

A. He is my partner.

Q. Is he currently your partner?

A. He is.

Q. And do you recall what this entry is documenting or what did you do?

A. Yes. I walked into Bill's office, gave Bill a copy of the equalization provision and said to Bill, will you review this for me. Just for a second set of eyes.

Q. Okay. To your knowledge, did he make any changes to it?

A. It says proof, revise and edit the same, so I would assume he gave me some suggestions.

Q. And then on the 16th, there's an entry from you, WSJ. It says revisions made to client's estate planning documents. The estate planning documents referenced in this entry, would that include the Last Will and Testament of Janet B. Brooker and the Janet B. Brooker Trust that are in Exhibit 3?

A. It would.

Q. Okay. Were there other estate planning documents?

A. The general durable power of attorney.

Q. Okay. And then it says office conference with client to sign her estate planning documents. And the client here would Ms. Brooker?

A. That's correct.
Q. And do you have an independent recollection of this meeting?
A. Jim, I can't say that I remember the meeting, other than to get her into the office to sign the documents.
Q. Okay. Do you know if she came with anyone?
A. I don't.
Q. Do you know whether before October 16, 2007 she had received a draft of the will and trust?
A. I don't think she had.
Q. Do you recall whether you explained it to her or not?
A. I do.
Q. What do you recall doing?
A. I recall saying to her, we're going from a straight will, which she had from 1988, to a will and revocable trust. And I remember discussing with her that we would be funding the trust. I remember discussing the equalization provision with her and I remember telling her that her estate, as far as Julie was concerned, would go outright to Julie; but the portion of her estate that would go to Ellen and to Beach would go to them in the form of a trust.

Q. Do you recall any questions that she had of you about the equalization provision?

A. I don't.

Q. When you spoke with her, did you use the phrase lifetime gifts?

A. I don't know.

Q. Do you know whether you explained to her that there could be a difference in lifetime gifts? I mean, gifts given prior to the date of the execution of the trust versus gifts given after the entry of the trust?

A. The whole conversation with Janet was about prospective gifts, not retrospective gifts.

Q. Okay.

A. It was going forward, not looking back.

Q. Is there language in the trust agreement that references past gifts?

A. No.

Q. Okay. If you'll look at Page 3 of the trust.

A. (Complying.)

Q. And under Paragraph 2, says the settlor has previously made lifetime gifts and continues -- and intends to continue such gifting program until the date of settlor's death. When there's reference

here to previously made lifetime gifts, isn't that referencing gifts that had been made before the execution of this trust?

A. Yes, but that was -- that was qualified by Paragraph (a), which says from the date of this trust forward. You have to read the four corners of Paragraph 2 and it says from the date of the trust forward looking at the lifetime gifts.

Q. The trustee shall determine the date and amount of any lifetime gifts?

A. From the date of the trust.

Q. Okay. And we can quarrel -- and I don't want to quarrel with you, Mr. Johnson; but is there room to read this to say that, from the date of the trust forward, the trustee will make that determination as to what the lifetime gifts are and have been?

A. No.

MS. DuRANT: Object to the form.

BY MR. GRIFFIN:

Q. Okay. So let's go from this, from the date of this trust forward, the trustee shall determine the amount and any lifetime gifts made by the settlor to the issue of Ellen Corontzes. The issue of Ellen Corontzes would be her children?

A. Correct.
Q. Ms. Corontzes' children?
A. Correct.
Q. And Beach Brooker, Jr. and that would be his children?
A. Correct.
Q. And the spouses of Ellen and Beach. That would be -- I think her name is Beth or Elizabeth and Dino; correct?
A. Correct.
Q. Okay. So according to this document, the trustee being Beach Brooker; correct?
A. Correct.
Q. Is to make a determination from the date and the amount of any -- from this trust forward, shall determine the date and amount of any lifetime gifts; right?
A. Correct.
Q. Now, is there any qualification on what type of gift? I mean, is lifetime gifts defined to mean, you know, annual 10,000, more than 5,000 or would it include Christmas presents and birthday presents?
A. It could have.
Q. Was that clarified?

A. No.

Q. Okay. But it's clear that the trustee is to make a determination of the lifetime gifts made to Ellen's children, Beach's children and Beth and Dino?

A. From the date of the trust forward.

Q. Okay. And then from -- and then from those amounts under Paragraph (b) it says, to such amounts specified above from the date of such gift an interest rate of five percent shall be applied to the amount of such gift, which interest rate shall continue until this distribution is satisfied and which rate shall not compound.

Can you explain what that means to me, please?

A. I didn't think it was fair for the gift to be made and for Julie not to receive some appreciation on that. So I built into the trust agreement that she would receive an equalizing distribution, plus she would be entitled to five percent because she essentially was losing the money. So that was my way of saying let's kept Julie equal with what the other grandchildren and spouses of children have received. I thought that was the fair way to do it.

Q. Okay. So under Paragraph (a) for example, just follow me on a hypothetical. If in 2010, Ms. Janet Brooker gave cumulatively between the four grandchildren and the two spouses, cumulative for those six individuals, round number $100,000 in 2010.

A. Each one got --

Q. No. Cumulative they all got $100,000, you know, gross between all six of them. So would the total gifts for that year under my hypothetical be $100,000?

A. Correct.

Q. And then compounding interest at five percent a year would be 5,000?

A. Not compounding.

Q. I'm sorry. Non-compound. So straight interest would be 5,000 a year?

A. Right.

Q. And it says until the distribution is satisfied, but let's just make it simple and say five years under my hypothetical. That'd be five years of interest at $25,000?

A. That's correct if the math is correct.

Q. Yes. Right.

A. Okay.

Q. And that's a leap of faith. I appreciate that. So then the total under -- if my math is correct, would be $125,000 under this hypothetical; correct? And that would be -- if there's nothing else that happened, then that would be Ms. Julia Brooker's equalized distribution?

A. You have to divided that by two to keep her equal with -- I mean, if Ellen got half of that money -- Ellen's family got half of that money and Beach's family got half of that money, of that $125,000, then to keep Julie equal with them, she would get half that figure.

Q. Is that what Subparagraph (b) says?

A. That's what it says to me.

Q. I'm sorry. What does Subparagraph (c) say?

A. The sum of (a) and (b) shall be distributed to the settlor's daughter.

Q. Under my --

A. So the equalizing distribution. Equalizing distribution, plus the five percent would be given to Julie.

Q. Well, under my hypothetical --

A. It wouldn't be -- it wouldn't be equalizing if she got the whole 125,000. She would

be that much ahead of the other two because they had to divide it by two in your example.

Q. Well, let me read the language here. It says the sum of (a) and (b) above shall be distributed to the settlor's daughter. So if we apply the sum of (a) and (b) in my hypothetical, would you agree you'd get $125,000 to Julia?

A. No. She'd get half that figure.

Q. All right. So the sum of (a) in my hypothetical is $100,000 to all six.

A. But the intent is to keep her equal with the others.

Q. Okay.

A. Not for her to get ahead, but to keep her equal.

Q. Well, are you aware that the gift tax returns show that Ms. Janet Brooker gifted over $400,000 to Beach and Ellen's children up until October 2007?

A. I'm not sure about your math, but I reviewed the gift tax returns and I know significant gifts were made to the spouses and to the grandchildren.

Q. Right. Well, can you point to any language in (a), (b) or (c) that says you divide (a)

in half before you distribute it under (c)?

A. Jim, if you -- if you read the four corners of Paragraph 2, it intends to keep Julie equal with what Beach got and what Ellen got, but not to get her ahead. It says an equal. Equal means equal to me.

Q. And under your analysis, Julia gets ahead if you only consider the gifts given after October 2008 -- 2007, I'm sorry?

A. Under the example you gave me, if you don't divide it by two, Julie would get ahead, because she would get 100,000. Okay? Or 125,000. And then Ellen and Beach would have to split 125,000. So under your scenario, she would get ahead.

Q. Well, let me throw up one more hypothetical in there. What if in Year 2005, Ms. Brooker gave those same six individuals cumulative $200,000?

A. Well, the equalization only took place from 2007 forward.

Q. Right. And that's to my point. Under your analysis, Julia only gets ahead if you ignore what happens before 2007; correct?

MS. DuRANT: Object to the form.

THE WITNESS: In 2007, she was -- she was directed to be made whole for the gifts. There was no discussion -- there was no discussion of 2005. There was no discussion of 2004. If there had been discussion of prior gifts, under the theory of accelerated gifts in 2007, I would have said, Janet, catch Julie up right this minute.

BY MR. GRIFFIN:

Q. And what would have happened had she caught Julie up right that minute? Would there have been tax consequences?

A. Yeah, but that would have actually been good. Been good for the family because you take the gift tax out of the equation, so that would have been good. There was a taxable gift made in 2008 and there was actually some gift tax paid. So to make the gift and to generate the tax is not a bad idea.

Q. There would have been tax consequences if Ms. Brooker had gifted Julie $200,000 in --

A. I'd have to go back and look and see where they were on the gift tax returns relative to how much credit was left to be applied against gift tax before I could really answer that question.

Q. But it --

A. Likely -- you're likely correct. You're likely correct. There would have been some gift tax due at that time.

Q. And if there would have been gift tax due at that time under this, you know, under this assumption, then there would have been gift tax due from every gift going forward?

A. No. That's not correct.

Q. If it was above the exclusionary limits?

A. Yeah. But the exclusion kept going up. It kept being a moving target. It went from 625 to 650 to a million to a million five to two million to three million. And it actually even went away in a year and then it came back at higher levels. So the exemption was a moving target.

Q. It moved in the future; but at the time, you didn't know it was going to move? In 2007, you didn't predict it was going to go up?

A. I'm not sure that I know the answer to that because it might have been built into the statute, where the statute projected what the future amounts were going to be.

Q. Okay.

A. I don't know the answer to your question.

Q. Well, let me see if I can try one more time to address (a), (b) and (c) here. If you just apply the math of the sum of (a) and (b) above under (c) here, if you just apply the math as it's written. The sum of (a) and (b) above shall be distributed to the settlor's daughter. Under my earlier hypothetical, when there's a total of $125,000, then as written she would get $125,000; correct?

A. No. She'd get half of that number.

Q. And you --

A. Because the equalizing amount would have been half of the figure that went to Beach and Ellen.

Q. So in order to make it equal, (c) should have read the sum of (a) and (b) divided by two?

A. Not necessarily, because I didn't know if the gifts were going to be made equal or unequal. In other words, you know, Beach's side of the family could have gotten 100,000 and Ellen's could have gotten zero. Under my theory, in that case, to keep Julie equal, she would have gotten $100,000.

Q. Then Ellen gets shortchanged?

A. She would have. I didn't equalize to Ellen. I equalized to Julie.

Q. Okay. Or you could -- or depending on how things occurred, I mean, Beach could have been shortchanged if Ellen had gotten more than Beach, her family; correct?

A. That's correct.

Q. But as you explained the disproportionate hypothetical, disproportionate gifts to Beach versus Ellen, as I understood what you just said is you would take the higher amount. Say Beach gets 200,000, Ellen gets 150,000, you would take Beach's 200,000 and then equalize that?

A. I think under that scenario, she would get the higher amount.

Q. Okay. And if you did that, then Ellen is getting it twice?

A. She would have been disadvantaged.

Q. Two times?

A. I don't understand your question.

Q. Well, she's getting the equivalent of Beach and so Ellen is --

A. She would -- she would only get one gift.

Q. Right.

A. Julie would only get one gift of what was given to Beach.

Q. But if you average what Beach and Ellen got, then. . .
A. I didn't address that.
Q. Right.
A. I didn't address that.
Q. And you didn't address that, dividing (a) and (b) by two here, did you?
A. No, but I don't think that was necessary.
Q. Okay.
MR. SALANE: Can we take a break to feed the parking meters?
MR. GRIFFIN: Oh, absolutely. Sorry.
(A recess transpired.)
BY MR. GRIFFIN:
Q. Thank you, Mr. Johnson. Two more questions on this trust agreement. The first sentence under Article V, Paragraph 2 on Page 3 of the agreement, trust agreement.
A. (Complying.)
MR. SALANE: I'm sorry. What page?
MR. GRIFFIN: Page 3 of the trust agreement, Subparagraph 2, which is Article V, Subparagraph 2.
Q. The first sentence says the settlor has

previously made lifetime gifts and intends to continue such gifting program until the date of settlor's death. My question is, for what purpose did you include this sentence and the reference to prior lifetime gifts and continue such gifting program?

A. Just to give some history.

Q. Okay. And then the history is -- well, your testimony earlier was that Ms. Janet Brooker was concerned about disproportionate gifts to the spouses of Beach and Ellen and that since Julie didn't have a spouse that'd be not fair to her. Why are the grandchildren included in the equalization provisions here?

A. Because there was going to be accelerated gifts made to the grandchildren by way of the 529 accounts.

Q. Okay.

A. You could -- under 529, you could make a $60,000 gift per grandchild. And she recognized again that that was -- accelerated gifts like that were disadvantageous to Julie and she wanted to make sure that Julie was adequately provided for.

MR. GRIFFIN: Okay. I don't know what number we're on.

THE COURT REPORTER: Eight.

(PET. EXH. 8, Todd & Johnson, L.L.P. Revised Invoice Dated November 5, 2007 To Janet B. Brooker, Bates Stamped T&J_02388 and 02389, was marked for identification.)

BY MR. GRIFFIN:

Q. Let me show you Exhibit 8 and, at the top, it says revised invoice. It's for the same period of time as Exhibit 7, I believe. Do you recognize this document? Do you have 7 in front of you or did it get lost?

A. This is Number 8. I don't have 7. Where is 7? Oh, here it is. Excuse me. Excuse me. (Reviewing.) Okay.

Q. It appears that Exhibit 8 is a revised invoice for the month of October and there's just additional work that was not included in 7; is that correct?

A. It appears that Bill Reynolds' time was left off, the 10/31 time. It appears that Bill Reynolds' time was left off. We were -- we were working on a trust for Mrs. Brooker, where she gave away or was to give away her house to the children. And so that appears to me to be the revision.

Q. All right. Thanks.

(PET. EXH. 9, Todd & Johnson, L.L.P. Invoice Dated January 4, 2008 To Janet B. Brooker, Bates Stamped T&J_02380, was marked for identification.)

BY MR. GRIFFIN:

Q. And show you Exhibit 9. If you could identify that for the record, please.

A. It is an invoice dated January of '08 that includes December time.

Q. Okay. And here there's CKO. That's your paralegal again?

A. It is.

Q. And does this deal exclusively with this qualified property trust or whatever it's called?

A. There were two things that were going on. We were going to make the gift of the house to the qualified trust and the lease of the beach house. The condominium at Debidue had come to an end, where the children now owned the property and it was advantageous for Mrs. Brooker to lease the condominium back to the children. And you see the reference there of the lease. That was the reason for the lease because the Debidue condominium was leased back to the -- to Mrs. Brooker and she made

the lease payments over to the kids. And the kids took the lease payments and paid the expenses of the Debidue condominium. Actually, from a tax standpoint, it was a very good thing for that to happen.

Q. Now, I want to be sure that there's no misunderstanding. I think everyone believes you did some very fine work when it comes to the Brooker estate and the IRS.

The entry on December 6, 2007. There's a reference to office conference with Julie Brooker. I assume that's Julia. Julie, Julia; is that right?

A. Yes.

Q. Do you recall what that was about? Was that about the deed, lease, et cetera?

A. Probably both. The qualified trust that going to be created, as well as the -- as well as the lease.

MR. GRIFFIN: Okay. Now, I've marked some handwritten notes and frankly -- I guess this will be Number 10.

(PET. EXH. 10, Handwritten Notes, Bates Stamped T&J_03003 through 03006, was marked for identification.)

BY MR. GRIFFIN:

Q. And, Mr. Johnson, look through this because I have to tell you I stapled them together based on they look like similar handwriting; but as you mentioned earlier, there are no dates, so I mean I don't even know if these relate to one another. The way I have organized it was not intended to trick you in any way. I'm just trying to keep things together, but if you could tell us. After you look through those, tell us, first, are these your notes, which ones are your notes, none of them are your notes?

A. These are not my notes.

Q. None of these are your notes?

A. No.

Q. Do you know -- do you recognize the handwriting?

A. I do.

Q. Whose notes are they?

A. Artie White.

Q. And who is Artie White?

A. He was an associate in my firm.

Q. Is he no longer with the firm?

A. He's of counsel to the firm. He actually lives in Kentucky --

Q. Okay.

A. -- but he continues to do work for us.
Q. Now these -- I just want to mark mine. What exhibit?
A. Ten.
Q. So it says Livingston at the top. Do you know what that might be referencing?
A. I don't.
Q. And then underneath that it says, Janet Brooker, I guess that's dementia, 24-hour nurses. Gifting plan/program, look at QPRT or residence to check out the time or something like that. Do you remember whether you had assigned Mr. White to do any work?
A. He was doing a family limited partnership in about 2013 --
Q. Right.
A. -- where Mrs. Brooker contributed the assets to a family limited partnership and the children contributed assets to a family limited partnership and then Mrs. Brooker subsequently gave away her interest to the children in the family limited partnership.
Q. Okay. If you'll look at the third page in --
A. (Complying.)

Q. -- which has a Bates number at the bottom, 3005 and 3006. Are these Mr. White's notes as well or do you know Mr. Reynolds, whose name appears at the top of this document?

A. These would be Mr. White's notes.

Q. Okay. And there's a date here 11/5/13, so -- okay. Exhibit 11.

(PET. EXH. 11, Handwritten Notes, Bates Stamped T&J_02954, 02955, 02969 through 02972, was marked for identification.)

BY MR. GRIFFIN:

Q. So I guess we'll take them one page at a time. The first page, are these -- is this your handwriting?

A. Okay. It is.

Q. And the second page, is that your handwriting?

A. It is.

Q. Is the third page your handwriting?

A. It is.

Q. Is the fourth page your handwriting?

A. That's my handwriting.

Q. How about the fifth page?

A. That is not my handwriting.

Q. It says Janet Brooker and maybe Cyndi on

the left-hand side of it something. Do you know whose handwriting this is?

A. Bill Reynolds.

Q. Okay. And then the last page of this exhibit, is --

A. That's my handwriting.

Q. On the first page of Exhibit 11, Entry Number 1 it says -- maybe I should get you to read that, but it says do codicil. Is that what that is?

A. That's correct.

Q. With equalization provision. What does that refer to?

A. Initially, when I was going to revise Mrs. Brooker's documents in '07, I thought I could do it with a codicil and I actually got the paralegal to come up with a codicil that had language in there. But I didn't like the language and I subsequently decided that we would go from just doing a codicil to a will and a revocable trust to avoid probate. So we -- initially, the paralegal roughed up a codicil for me; but I scrapped it.

Q. Okay. Now, I'm definitely outside of my area here.

A. Okay.

Q. So a codicil is limited to a codicil to

a will or codicil to an existing trust or. . .

A. In 1988, that was when Mrs. Brooker's last estate planning document that was in effect. And I initially thought I could just do an amendment to that '88 will and so I toyed with doing a codicil with an equalization provision in it; but then subsequently, I went to the -- to doing a new will and a revocable trust.

Q. And we've got --

A. And there were several reasons for doing that.

Q. Well, let me ask you first. We've got 4,000-something documents.

A. Right.

Q. And I didn't come across a codicil, but I can't tell you that I looked at every page twice.

A. Right.

Q. Do you know whether you produced the draft codicil?

A. I don't, but I've looked at it recently. It's on my server.

Q. So please don't delete that.

A. All right.

Q. And do you recall, after looking at it recently, if the language is any different from what

you ultimately used in the trust document?

A. It was totally different.

Q. In what ways?

A. It tried to equalize for gifts to all of the children and I was only trying to equalize for Julie.

Q. And did you begin work -- well, let me ask you. These notes are not dated, but you believe you started on these notes?

A. Well, if you go back and look at my time records, you'll see CKO and she started generating those documents. So she generated drafts of those documents on or about the first of October of '07.

Q. So these notes, your work papers would have been generated early October of '07, you think?

A. This?

Q. Yes, sir.

A. Yes.

Q. Okay. Now, Number 3, it says -- well, Number 2 says annual gifts of 12,000 in '07 and '08. Do you know what that's referring to?

A. Just that we were contemplating making, you know, gifts to the spouses.

Q. Oh, okay. And then Number 3 says Janet pay -- what does that say?

A. Tuition.

Q. For tuition. And then it says college and private school?

A. Right.

Q. It says, being done?

A. Right.

Q. Is private school referring to K through 12?

A. Either Hammond or Heathwood. I'm not sure where the kids were going -- the grandchildren were going.

Q. And the 529 plan, Entry Number 4, $60,000, that's what -- we talked about that earlier?

A. Yes.

Q. And then Number 5, can you tell me what that is?

A. It says FLP, which stands for family limited partnership. So I was trying to throw out as much as I could to get the -- to give the family a buffet on what gifts they could make. And one of those ideas was a family limited partnership, which was not done until 2013 by Artie White. And that's the notes that you were looking at previously.

Q. Okay. And does your note read, look

into doing? Is that look? Instead of cook, is that look?

A. It's look. Look.

Q. Then Number 6 says QPRT on house and we talked about that?

A. Which was subsequently done at the end of '07.

Q. Okay. And Number 7 says 300,000 of the one million exemption. What does that mean if you know?

A. I don't know.

Q. And then there's some notes about trustee income, five percent of something die. Do you know what your note is referring to there?

A. I do. I do. In '07, when we were revising Mrs. Brooker's documents, Julie said I don't want my share of the estate to go into a trust. I want it to go outright. This circle, this diagram represents the benefits that Beach and Ellen would receive through their inheritance going into a trust.

Q. I see. And then below that, it says gift something to?

A. Not to trust. That was Julie saying I don't want my share of the estate to go into a

trust.

Q. So that last note gift, it references Julie?

A. Right.

Q. Does this indicate that Julie was present at maybe the family -- do you know whether this was taken at the family meeting, sometime afterwards?

A. I don't know.

Q. Okay. Then the next page, it says -- there's an arrow and then it says LM 100-plus shares. I take it that's Lockheed Martin. Do you know?

A. Probably.

Q. Right. And then below that, it says -- what's your -- aggressive something?

A. Aggressive gifting.

Q. And what's that last abbreviation?

A. I'm not sure.

Q. Okay. Then below that, there's -- is that the word Julie?

A. It is.

Q. And below that it says equalization clause?

A. Yes.

Q. Okay. Is that the entry in your notes that you mentioned earlier?

A. It is.

Q. And then below that, it says PRT trust?

A. Personal residence trust. That's the gift of her house --

Q. Okay.

A. -- to a trust.

Q. And then Bill Sellars, he's the --

A. He was going to do the gift tax returns.

Q. Then there's something below Bill Sellars. I can't make that out.

A. I can't. I'm not sure what that is.

Q. Okay. And then there's an entry that says non-Lockheed Martin. Do you know what that refers to?

A. I don't.

Q. And then below that, it looks like you're diagramming another something, structure, I take it?

A. I'm diagramming there how a family limited partnership would work. Trying to explain how the family limited partnership works and showing a gift of assets or a transfer of assets into a family limited partnership. And see where it says

expensive and high profile? I was telling the clients that a family limited partnership was a fairly -- was a fairly expensive transaction from the standpoint of professional fees and that it had a very high profile with the IRS because the IRS really did not like them because the government had been losing a good bit of revenue through the implementation of these family limited partnerships. So I was trying to warn them that it was, Number 1, expensive and, Number 2, was a fairly high profile thing to do.

Q. So do you believe that these notes at the bottom, that this was a diagram that you made and showed to somebody in a meeting?

A. I would say yes. That it was my attempt to explain to the family how a family limited partnership worked.

Q. Do you have any recollection who was participating in the meeting?

A. Jim, I don't.

Q. Okay. And then the next entry -- I mean, the next page says, Word Perfect, Janet Brooker, print out and book. Do you know what that means?

A. Yeah. That would have been the general

durable power of attorney.

Q. I see. I mean, you've got Word Perfect down here; but then right below HPCOA, I guess that's health care power of attorney information entry, there's Brooker - L.W. Do you know what that means?

A. Living well.

Q. And then below that, it says do assignment of P&H something. What is that?

A. Once you form the trust agreement, you assign personal and household effects over into the trust to avoid probate.

Q. Okay. So then the next page looks like another diagram of a structure. Can you tell me what this is?

A. This is a diagram that attempts to explain how a generation-skipping trust would work. Money would be placed into a trust. The beneficiaries of the trust would receive a stipend from the trust for the rest of their life and, on their death -- on the children's death, it would drop down to the grandchildren.

This circle right below that is my attempt to explain how a charitable remainder trust works.

Q. Okay. And then we'll skip over Mr. Reynolds' notes and go to the last page of Exhibit 11.

A. (Complying.)

Q. I think you said these were your notes?

A. They are.

Q. Do you know what these are -- well, that's Barbara Howell. Do you know who that is?

A. I think that's another client.

Q. Unrelated? Okay.

A. Unrelated.

Q. There's an entry for Janet Brooker, says Janet, 695,000 of her one million exclusion. Bill Sellars. Do you know what that refers to?

A. I think that's a reference to the fact that Janet has used up 695,000 of her one million dollar exclusion.

Q. Okay. The entry at bottom, reference to John Timmerman, Sr. Is that an unrelated matter?

A. That's an unrelated matter.

(PET. EXH. 12, E-mail Chain from David Siddons to W. Steve Johnson, Bates Stamped T&J_03177, was marked for identification.)

THE COURT REPORTER: Twelve.

BY MR. GRIFFIN:

Q. Mr. Johnson, I'm going to show you another document that was produced, Exhibit 12. It appears to be an e-mail communication between you and David Siddons?

A. Correct.

Q. Okay. And Mr. Siddons was representing Julia in connection with the estate issues?

A. Yes.

Q. And your e-mail at the bottom says, David, attached are statements of Ms. Brooker's brokerage accounts at Stephens Securities beginning in 2011. These accounts should provide documentation for the gifts from 2011 through 2015. Speaking of 2015, the figures previously furnished to you by me do not include the gifts made in 2015, so the figures previously provided to you will have to be adjusted upwards to reflect such gifts. And then it goes on to talk about documentation and firms.

What I want to ask you is, where were you getting the information for gifts? I guess the lifetime gifts. Who was providing that to you?

A. I was requesting the information from Beach. My impression is that the information was

coming from Dino Corontzes.

Q. Okay. And the information you were getting, I guess you had available to you the -- is it 709 or 706, the gift tax return?

A. Well, I had those available to me; but they had given me a handwritten list of the gifts that were made from '07 forward. I mean, they provided -- they provided me with the list of the information. I wasn't pulling the information off a statement. That information was being given to me by Beach. And I think Beach had gotten the information from Dino as to the amount of the annual gifts.

Q. Okay. And do you know whether or not college tuition was included in the information you were provided by Beach?

A. The last figure that I gave to David Siddons had an entry for tuition. It didn't initially. When I initially gave David the figures, it did not have that entry. It subsequently included tuition paid in 2007.

Q. That was the contribution to the 529 plan?

A. No. That was in addition to the contributions made to the 529 plan.

Q. Were there any tuition payments included after '07 to your knowledge?

A. No, not according to the figures they gave me.

Q. Okay.

(PET. EXH. 13, E-mail Chain from David Siddons to W. Steve Johnson, Bates Stamped T&J_03175, was marked for identification.)

THE COURT REPORTER: Number 13.

BY MR. GRIFFIN:

Q. And do you recognize Exhibit 13?

A. I do.

Q. And what is that?

A. That's an e-mail to David, where I gave him revised calculations as to the equalization amount.

Q. Okay. And then it looks like there's a -- at the bottom of the e-mail, it looks like there's an attachment description, gifts made during lifetime.2-23-16.xls.

A. I don't know what that is.

Q. Well, my experience, that would appear to be an Excel spreadsheet attachment. Do you know if your office prepared an Excel spreadsheet?

A. I think we did and I think it was done by a paralegal in my office, whose name was Billy McMann.

MR. GRIFFIN: Right. Now, I have -- we'll mark this as Exhibit 14.

(PET. EXH. 14, Gifts Made from 2007 Through 2015, was marked for identification.)

BY MR. GRIFFIN:

Q. I have this Exhibit 14, which I did not get from your production, Mr. Johnson; but the native version of it, which was e-mailed to me from Mr. Siddons, the author on this document is Billy McMann. And I don't -- but I didn't see in your production where you produced --

A. This should have been in there.

Q. Okay. It could be, I just. . .

A. Yeah.

Q. I had a lot of stuff to look through.

A. I've looked through it several times in preparation for the deposition, so I have copies of it or the original of it.

Q. And this one has an entry for January 2, 2015. And I guess the question, you think this is the most up-to-date version you've got?

A. No. Actually, I think there's another version of this which adds the tuition back up at the top up here.

Q. Okay.

A. So I think this was like further revised, too. I don't see the tuition, but I have another one with Billy's handwritten notes that have tuition written up at the top.

Q. Okay.

A. And I have an additional figure up there.

Q. Well, that's helpful to know. I'll look for that.

A. Okay.

Q. Because that was going to be my question, if there's additional tuition here that's not shown. Okay. That's all. But this one, it's not the most recent one; but the information you got to include -- your office got to include on this spreadsheet came from Beach, Dino or Ellen?

A. It came from -- it came from Beach by way of Dino.

Q. Okay. The allocation at the bottom under this version of the spreadsheet, where it says one half given to Ellen's, one half given to Beach,

amount due Julia to equalize. I'm not to repeat all the questions and the debate we just had.

A. Right.

Q. But was this an entry by you, your paralegal or --

A. By the paralegal.

Q. At your direction?

A. At my direction.

Q. Okay. Before you made this allocation, did you have any conversations with Beach about how it should be allocated?

A. I don't believe so. I think I just took Beach's figures. I didn't -- I didn't -- I didn't quarrel with his figures. I just took his figures.

Q. Okay.

(PET. EXH. 15, E-mail Chain to Julia Brooker from Steve Johnson, Bates Stamped T&J_03131 and 03132, was marked for identification.)

THE COURT REPORTER: Number 15.

BY MR. GRIFFIN:

Q. Mr. Johnson, 15 is an e-mail. The second page is from Julia to you and then the first page is your response to her and it's pretty lengthy. I'll give you time to review it.

A. Okay.
Q. And just let me know when.
A. (Reviewing.) Okay.
Q. So the second page of the e-mail from Julia to you is dated September 2, 2016; correct?
A. Correct.
Q. And in the second paragraph of this e-mail, Ms. Julia is talking about a conversation she had with her brother, Beach. And I'm going to read it. It says, then he called me and I told him I would like to review --
A. Wait a second. You're on the second page?
Q. I'm sorry. The second paragraph.
A. Okay.
Q. Down in the middle, where the sentence begins, then he called me. Are you there?
A. Yes.
Q. He called me and I told him I would like it review Stephens statements prior to mom's death and asked for documentation and he refused saying that anything prior to mom's will of 2008 is none of my business.
And then below that, the last paragraph it looks like or maybe there's a -- I don't know.

There's a big gap here. But then it says, as far as the equalization, ask him to provide an accounting of the lifetime gifts to the families with supporting documents. To my knowledge, I've not received anything from him.

And then you respond to this e-mail on -- actually, this particular document doesn't have a date, but says you're on your way out of town for vacation. And then I want to direct your attention at the end, where you say we are at an impasse on the equalization of gifts prior to 2008; but we made what I consider to be a careful search of gifts from and after 2008. I do not have a recommendation as to the gifts before 2008.

What do you mean? What do you mean by saying I do not have a recommendation as to the gifts before 2008?

A. That we were at an impasse. That, you know, I didn't have any suggested solution to her position that the gifts prior to 2007 should be included and our position that the gifts should only include gifts made after 2007.

Q. Okay. So is the recommendation as to resolving the impasse?

A. Right.

MR. GRIFFIN: Okay. I think I may be done. Let me take a break and talk to my brains and my client and then --

MR. SALANE: That's fine.

(A recess transpired.)

BY MR. GRIFFIN:

Q. Mr. Johnson, going back to Number 3 again. That's the will.

A. (Complying.)

Q. Are you at Number -- do you have Number 3 in your hand?

A. Yes.

Q. So I want to ask you about the will first. The will was -- at the bottom of every page of the will, there are initials and a number. Did Ms. Brooker write her initials and number these pages?

A. She did.

Q. Did you instruct her to do that?

A. I did.

Q. Now the trust agreement, there are no initials or numbers on the bottom of each page. Why is that?

A. Just my office procedure. It's just too long. Just takes forever. And the trust agreement

is incorporated back into the will.

Q. Okay. Under the trust agreement, at the end there's a signature witnessed. Is that you witnessing?

A. It is.

Q. W --

A. Yes.

Q. And then Barbara Hammond?

A. Yes.

Q. And then the settlor, it says Janet B. Brooker and Beacham O. Brooker, Jr.?

A. Right.

Q. And he's the settlor because he had power of attorney?

A. The settlor applies to the signature up above and the individual trustees.

Q. Okay. And was Beach present when this document was executed?

A. This indicates to me that he was.

Q. And the next page actually says -- the probate page says, personally appeared the undersigned witness and made oath that she saw the within named settlor and trustee sign, seal. So that would indicate they were together?

A. Yes.

Q. After Ms. Brooker passed away, do you recall having a discussion with Beach where he was trying to get you to understand something about either the will or the trust and that y'all had a disagreement over?

A. I actually read Julie's deposition and I could not follow that and do not remember Beach and I having any controversy or discussion about the -- about the gifts. I don't remember that.

Q. And so give her the benefit of the doubt and maybe she's wrong about the gifts. Do you recall anything that y'all had a -- I wouldn't say a disagreement over, but viewed something differently?

A. No.

Q. Okay.

A. No.

Q. And lastly, in response to the interrogatories that were served upon Beach as trustee and then Ellen and Beach individually, we had asked that they identify any statements that they contend support their interpretation of the equalization distribution of the trust to apply only to lifetime gifts made after the date of the trust.

In response, they say statements were made by Janet Brooker to Steve Johnson that the

equalization distribution of the trust applied only to lifetime gifts made after the date of the trust. These statements were oral, and upon information and belief, Janet Brooker and Steve Johnson were the only parties that heard such statements.

Do you know if you had provided that information to anyone before today?

A. No.

Q. Okay. Then it says, additionally Steve Johnson asked Bill Reynolds about the trust language regarding the equalization distribution of the trust. The statement was oral and no other individuals heard the statement.

Do you recall any conversations you had with Bill Reynolds about the equalization provision in the trust?

A. You remember looking at my time records, that I went into Bill's office and asked him to review the equalization provision just to have a second set of eyes on the equalization provision? That was the only conversation I had with Bill about the equalization provision.

MR. GRIFFIN: Okay. That's all the questions I have. Thank you.

THE WITNESS: Okay.

MS. DuRANT: Nothing from me.

MR. SALANE: No questions.

(The witness, after having been advised of his right to read and sign this transcript, waives that right.)

(The deposition was concluded at 12:55 p.m.)

CERTIFICATE OF REPORTER

I, Wanda K. Cecil, Certified Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 16th day of January, 2018 at Columbia, Richland County, South Carolina.

Wanda K. Cecil
Certified Court Reporter
My Commission expires
December 28, 2026

I N D E X

	Page	Line
W. STEVEN JOHNSON	3	1
EXAMINATION	3	3
BY MR. GRIFFIN		
CERTIFICATE OF REPORTER	71	1

REQUESTED INFORMATION INDEX

(No Information Requested)

E X H I B I T S

	Page	Line
PET. EXH. 1, Agreement Regarding Privilege	4	23
PET. EXH. 2, Letter to Steve Johnson from Jaime Harmon, Dated August 22, 2017, With Attachments	5	3
PET. EXH. 3, Last Will and Testament of Janet B. Brooker and Trust Agreement	9	25
PET. EXH. 4, Todd & Johnson, L.L.P. Invoice Dated February 1, 2007 To Janet B. Brooker, Bates Stamped T&J 02397	16	14

PET. EXH. 5, Todd & Johnson, L.L.P. Telephone Conference Notes by Barbara Hammond, Dated September 27, 2007, Bates Stamped T&J_02906	18	19	
PET. EXH. 6, Todd & Johnson, L.L.P. Invoice Dated October 3, 2007 To Janet B. Brooker, Bates Stamped T&J 02395	21	19	
PET. EXH. 7, Todd & Johnson, L.L.P. Invoice Dated October 29, 2007 To Janet B. Brooker, Bates Stamped T&J_02392	23	13	
PET. EXH. 8, Todd & Johnson, L.L.P. Revised Invoice Dated November 5, 2007 To Janet B. Brooker, Bates Stamped T&J_02388 and 02389	42	2	
PET. EXH. 9, Todd & Johnson, L.L.P. Invoice Dated January 4, 2008 To Janet B. Brooker, Bates Stamped T&J_02380	43	2	
PET. EXH. 10, Handwritten Notes, Bates Stamped T&J_03003 through 03006	44	22	

1	PET. EXH. 11, Handwritten Notes, Bates Stamped T&J_02954, 02955, 02969 through 02972	47	8
5	PET. EXH. 12, E-mail Chain from David Siddons to W. Steve Johnson, Bates Stamped T&J_03177	57	21
9	PET. EXH. 13, E-mail Chain from David Siddons to W. Steve Johnson, Bates Stamped T&J_03175	60	6
13	PET. EXH. 14, Gifts Made from 2007 Through 2015	61	6
15	PET. EXH. 15, E-mail Chain to Julia Brooker from Steve Johnson, Bates Stamped T&J_03131 and 03132	63	16

CERTIFICATE OF SERVICE

I, the undersigned paralegal of the law offices of Sowell & DuRant, LLC, attorneys for *Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust and Ellen B. Corontzes individually as Beneficiary of the Janet B. Brooker Trust*, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by emailing and mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: **RESPONDENTS' MOTION IN LIMINE**

Counsel Served: James M. Griffin
Margaret N. Fox
GRIFFIN | DAVIS
PO Box 999
Columbia, South Carolina 29202

Attorneys for Petitioner Julia B. Brooker

Amy A Kelly

Amy Kelly

February 4, 2019

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND IN THE MATTER OF: The Janet B. Brooker Trust (C.A. No. 2015 – ES40 – 00662)	IN THE PROBATE COURT C.A. 2017-GC-40-0036
Julia B. Brooker, Petitioner, v. Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust; and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust, Respondents.	**AFFIDAVIT OF JAMES M. GRIFFIN IN SUPPORT OF AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES**

1. I am an attorney with Griffin & Davis LLC and I submit this affidavit in support of Ms. Julia Brooker's claim for attorneys' fees and costs.

2. The schedule attached hereto as Exhibit A is a summary of professional fees actually paid by Ms. Brooker to my firm, indicating the amount of time spent by each attorney and professional support staff of my firm who were involved in investigating and litigating the claims alleged in this action. The total amount of professional fees paid by Ms. Brooker to my firm is $99,644.00.

3. The schedule attached hereto as Exhibit B. is a summary of reimbursed expenses paid by Ms. Brooker that our firm incurred on her behalf. The total amount of expenses are $71,022.28. This amount includes payments made to George Durant, the expert forensic accountant retained by me, in the amount of $62,026.25.

James M. Griffin

Sworn to and subscribed Before Me,
this 27th day of February, 2019

Notary Public State of South Carolina
My Commission Expires: September 1, 2019

Exhibit A

Summary of Professional Fees

	JMG HOURS	JMG FEES	MNF HOURS	MNF FEES	JH HOURS	JH FEES	
6/6/2017	12.6	6930	22.3	6690	0.3	25.5	
9/5/2017	5.4	2970	7	2100	0.3	25.5	
11/6/2017	0.9	495	10.2	3060	0.4	34	
12/5/2017	1	550	0.4	120			
1/31/2018	21.5	11825	39.3	11790	10.4	884	
3/2/2018			1.2	360	32.5	2762.5	
4/9/2018	11.7	6435	13.3	3990	1.8	153	
5/3/2018			2	600	2	170	
6/4/2018			2.1	630			
7/9/2018	4.5	2475	1.3	390	0.9	76.5	
8/3/2018	2.4	1320	5.6	1680			
9/5/2018	6.8	3740	6.9	2070	1.8	153	
10/3/2018	11.7	6435	2.7	810	0.7	59.5	
11/5/2018	6.5	3575	0.5	150			
1/2/2019	0.8	440	0.2	60	0.3	25.5	
2/6/2019	1	550					
2/27/2019	23.7	13035					
	110.5	60775	115	34500	51.4	4369	99644

Exhibit B

Summary of Reimbursed Expenses

COSTS	
6/6/2017	75.27
9/5/2017	138.4
11/6/2017	578
12/5/2017	15
1/31/2018	1064.13
3/2/2018	1923.97
4/9/2018	864.93
5/3/2018	28.8
6/4/2018	1162.77
7/9/2018	69
8/3/2018	43.68
9/5/2018	262.95
10/3/2018	49.4
11/5/2018	2104.1
1/2/2019	
2/6/2019	
2/27/2019	615.63
	8996.03

DURANT	
4/18/2018	4143.75
7/2/2018	20036.25
11/5/2018	30,582.50
1/2/2019	1,901.25
2/27/2019	5,362.50
	62026.25
	71022.28

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND IN THE MATTER OF: The Janet B. Brooker Trust (C.A. No. 2015 – ES40 – 00662)	IN THE PROBATE COURT C.A. 2017-GC-40-0036
Julia B. Brooker, Petitioner, v. Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust; and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust, Respondents.	**CERTIFICATE OF SERVICE**

I, Jaime Harmon, the undersigned employee of Griffin Davis LLC, attorneys for the Petitioner in this matter do hereby certify that I have served a copy of the foregoing **Affidavit of James M. Griffin in Support of Award of Attorneys' Fees and Reimbursement of Expenses**, in connection with the above-referenced case by U.S. Mail, to the following address:

Thornwell F. Sowell III
Bess J. DuRant
Sowell & Durant, LLC
1325 Park Street, Suite 100
Columbia, SC 29201

Jaime Harmon

February 28, 2019
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	Civil Action No.: 2017-GC-40-0036
	)	
IN THE MATTER OF: The Janet B. Brooker Trust (C.A. No. 2015-ES40-00662	)	
Julia B. Brooker, Petitioner, vs. Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust, Respondents.	)	**RESPONDENTS' MEMORANDUM IN OPPOSITION TO PETITIONER'S ATTORNEY FEE AFFIDAVIT**

Respondents submit this memorandum in opposition to Petitioner's claim for an award of attorney fees and in objection to the sufficiency of the *Affidavit of James M. Griffin in Support of Award of Attorneys' Fees and Reimbursement of Expenses* to support any such award, on the following grounds:

Under well-established South Carolina law,

> Six factors are normally considered in determining an award of attorney's fees: '(1) nature, extent, and difficulty of the legal services rendered; (2) time and labor devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) fee customarily charged in the locality for similar services; and (6) beneficial results obtained.'

Rowell v. Whisnant, 360 S.C. 181, 185–86, 600 S.E.2d 96, 99 (Ct. App. 2004) (citing Blumberg v. Nealco, Inc., 310 S.C. 492, 494, 427 S.E.2d 659, 660 (1993). "Trial courts should make specific findings of fact on the record for each of the factors set out above." Id.

The factual record is insufficient to support an award of attorney fees where the attorney affidavit "merely provides a general description of the tasks he performed." Id. at 186. An affidavit providing only "conclusory information of total time expended and hourly rate charged . . . is insufficient to provide the evidentiary basis necessary to support the award, even with [client] confirming the amounts actually paid." Griffith v. Griffith, 332 S.C. 630, 646, 506 S.E.2d 526, 534 (Ct. App. 1998) (reversing award where "attorney's fees affidavit consists of two paragraphs which provide in summary form that the wife's attorney expended 57.5 hours on the case at the rate of $175 per hour, for a total attorney's fee of $10,062.50."). An attorney's "vague estimations of time and labor devoted to the case and extent of legal services rendered do not support an award of $35,000 in attorney's fees." Johnson v. Johnson, 288 S.C. 270, 278, 341 S.E.2d 811, 816 (Ct. App. 1986) (finding insufficient "a one half page statement of estimated time spent on the case, totalling ninety hours.").

As the S.C. Supreme Court explained in Strickland v. Strickland,

> The record does not support the award of attorney's fees. The only evidence introduced was an affidavit stating that more than 20 hours had been spent on the preparation of the case. Therefore, the factors cited above could not have been considered by the court because of the lack of evidence. Each party shall be responsible for their own attorney's fees.

297 S.C. 248, 253, 376 S.E.2d 268, 270 (1989).

The Courts have also emphasized the centrality of the results of the case in determining the appropriateness of attorney fees. In Cox v. Cox, for example, the Court of Appeals rejected an argument that a litigant was entitled to attorney fees where he prevailed on some but not all of the claims in the case. ("[T]he husband contends the trial judge erred in denying him attorney's fees and costs. We disagree . . . . [W]hile the husband relies heavily on the fact that he prevailed

in the wife's suit against him in arguing his entitlement to fees, he ignores the fact that he lost on his counterclaims."). 310 S.C. 127, 131, 425 S.E.2d 761, 764 (Ct. App. 1992).

In the case at hand, even assuming that the Petitioner is entitled to an award of attorney fees, which is disputed, the evidentiary record is grossly insufficient to support any such award:

1.) Petitioner has articulated no statutory or contractual right, and no basis in justice or equity, for an award of attorney fees and expenses.

2.) The affidavit of Petitioner's counsel provides no information whatsoever regarding the "(1) nature, extent, and difficulty of the legal services rendered; . . . (3) professional standing of counsel; (4) contingency of compensation; (5) fee customarily charged in the locality for similar services; [or] (6) beneficial results obtained." Rowell, supra.

3.) With regard to the sixth factor, "beneficial results obtained", the issue is not yet ripe as the matter is under advisement. Accordingly, Petitioner has no basis at this time to argue that any beneficial result has been obtained. *See* Cox, supra.

4.) The affidavit provides only broadly conclusory and wholly inadequate information regarding the "time and labor devoted to the case." Rowell, supra. The affidavit includes as an attachment a table of claimed attorney/staff time and associated fees. The table provides absolutely no description of how any of this time was spent, completely precluding any analysis of the fundamental question of whether the claimed fees are reasonable.

5.) The attorney fee table also lists dates associated with hourly totals for each attorney and staff. It is assumed that these dates are associated with monthly billing totals, which makes it even more difficult to identify what work was

performed, when, and why. If, on the other hand, the dates are intended to correspond with hours worked on each specific date, then the table is even more problematic, as it includes single entries of 21.5, 23.7, 22.3, 39.3, 32.5 hours by individual attorneys and/or staff.

6.) While the affidavit lists no hourly rates, the professional fee table indicates an hourly rate of $550 per hour for James M. Griffin, Esq. Petitioner has provided no indication, and Respondents dispute, that this hourly fee is in the range of what is customarily charged for similar services in the Columbia area.

7.) As with attorney fees, the table attached to the affidavit purporting to itemize litigation costs and expert witness fees includes only expenses associated with certain months (or days) and no explanation of the nature or purpose of the expenditures. There is no detail whatsoever to indicate or support the reasonableness of the DuRant fees and costs.

8.) All of the deficiencies listed above are of increased importance due to the size of the award Petitioner is claiming, which includes $99,644 in attorney/staff fees and $62,026.25 in litigation and expert costs.

9.) The evidentiary record, including Petitioner's attorney affidavit, provides the Court with no possible basis to make "specific findings of fact on the record for each of the factors set out above." Rowell, supra.

Accordingly, Respondents' respectfully request that the Court reject the Petitioner's claim for an award of attorney fees and costs.

[Signature Page Follows]

Respectfully submitted,

By: _____

Thornwell F. Sowell III, SC Bar No. 5197
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Attorneys for Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust and Ellen B. Corontzes individually as Beneficiary of the Janet B. Brooker Trust

Columbia, South Carolina
April 8, 2019

CERTIFICATE OF SERVICE

I, the undersigned paralegal of the law offices of Sowell & DuRant, LLC, attorneys for *Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust and Ellen B. Corontzes individually as Beneficiary of the Janet B. Brooker Trust*, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

Pleadings: **RESPONDENTS' MEMORANDUM IN OPPOSITION TO PETITIONER'S ATTORNEY FEE AFFIDAVIT**

Counsel Served: James M. Griffin
Margaret N. Fox
GRIFFIN | DAVIS
PO Box 999
Columbia, South Carolina 29202

Attorneys for Petitioner Julia B. Brooker

Amy Kelly

April 8, 2019

FILED
2019 JUL -1 P 2:45
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

STATE OF SOUTH CAROLINA	IN THE PROBATE COURT
COUNTY OF RICHLAND	Civil Action No.: 2017-GC-40-0036
IN THE MATTER OF: The Janet B. Brooker Trust (C.A. No. 2015-ES40-00662)	
Julia B. Brooker, Petitioner, vs. Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust, Respondents.	**RESPONDENTS' MOTION FOR RECONSIDERATION AND TO ALTER OR AMEND UNDER RULES 52 AND 59(e), SCRCP**

Pursuant to Rules 52 and 59(e) of the South Carolina Rules of Civil Procedure, Respondents Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust ("Beach"), and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust ("Ellen"), hereby move the Court to reconsider and/or alter or amend its Order Calculating Equalization Distribution of Lifetime Gifts ("Order"), dated June 22, 2019[1] and filed June 20, 2019. Respondents received written notice of the entry of this Court's Order via an email from this Court's Judicial Law Clerk, Matthew Brock, on June 20, 2019. The grounds for this motion are as follows:

[1] Respondents believe the Order was inadvertently dated June 22, 2019 because the Order was filed on and Respondents received notice of the Order on June 20, 2019.

First, this Court did not explicitly rule on the threshold question of whether the Trust Agreement is ambiguous. The question of whether a trust is ambiguous is a question of law. *See Wallace v. Day*, 390 S.C. 69, 74-75, 700 S.E.2d 446, 449 (Ct. App. 2010). The answer to this question determines if extrinsic or parol evidence may be used. "If the language of the trust instrument is plain and capable of legal construction, that language determines the force and effect of the instrument. Under such circumstances, extrinsic evidence will not be admitted to alter the plain language of the instrument. Conversely, when there is no defect on the face of a document but an uncertainty appears upon attempting to effectuate the document, then the document contains a latent ambiguity and parol evidence is admissible to determine the settlor's intent." *Bowles v. Bradley*, 319 S.C. 377, 380, 461 S.E.2d 811, 813 (1995) (internal citations omitted). Here, the Order contains no explicit finding as to whether the Trust Agreement or its equalization distribution provision is ambiguous, which would allow for parol or extrinsic evidence. The question of ambiguity should be explicitly ruled upon by the Court.

Second, the Settlor Janet Brooker's ("Settlor" or "Janet") intent was ignored by this Court. The Settlor's intent is of paramount concern. *Bowles v. Bradley*, 319 S.C. at 380, 461 S.E.2d at 813. If this Court determined that the Trust Agreement was ambiguous, it should have relied upon the testimony of the estate lawyer, W. Steven Johnson, Esquire, and his partner, William Reynolds, III, Esquire, who knew the Settlor's intent, unlike any of the other witnesses who testified. Yet, Johnson's testimony that the Settlor did not intend for the equalization distribution to capture any gifts prior to the execution of the Trust Agreement was not relied upon by this Court. (*See, e.g.* Trial Tr. 100:23 – 101:4; 103:5-13 & 141:8 – 146:23, attached hereto as **Exhibit A.**) Similarly, Reynolds' testimony that Johnson accurately captured the Settlor's intent was not relied upon by this Court. (Trial Tr. 182:8 – 183:6, attached hereto as **Exhibit B.**) If the Trust Agreement is

ambiguous, the only witnesses competent to testify about the Settlor's intent are Johnson and Reynolds, but their testimony about the Settlor's intent was ignored. Importantly, their testimony compels the conclusion that Respondents' construction of the Settlor's intent is the correct construction, and the amount awarded to Petitioner should be reduced appropriately.

Additionally, the Court's interpretation of the equalization provision renders the phrase "[f]rom the date of this trust forward, the Trustee shall . . . ." meaningless, which is not favored by South Carolina courts. *See Stevens Aviation, Inc. v. DynCorp Int'l LLC*, 407 S.C. 407, 417, 756 S.E.2d 148, 153 (2014) (holding "an interpretation that gives meaning to all parts of the contract is preferable to one which renders provisions in the contract meaningless or superfluous." (internal citation and quotation marks omitted)). The Settlor was not imposing a duty on the Trustee to equalize Beach, Ellen, and Julia for gifts made prior to the Trust. The Settlor had substantially better knowledge as to the gifts she made to each child and grandchild prior to the Trust. To the extent the Court's Order intended to adopt Petitioner's argument that the phrase, "From the date of this trust forward ..." simply serves to establish the date the Trustee began exercising his authority, it would be redundant to his actual appointment as Trustee in the same instrument. The Court should read the clause so "that no word, clause, sentence, provision, or part shall be rendered surplusage, or superfluous." *In re Matter of Decker*, 322 S.C. 215, 219, 471 S.E.2d 462, 463 (1995) (quoting 82 C.J.S. *Statutes* § 346). The Settlor expressed her intent though this phrase, and her intent was for Beach, as Trustee, to calculate all of the gifts from the date of the Trust forward to provide the figures for the equalization distribution. The Settlor's intent should not be thwarted.

Third, this Court erroneously relied on the testimony of Petitioner Julia Brooker ("Julia"), which is in violation of both the Dead Man's Statute and the parol evidence rule. Even if the Court ruled the Trust Agreement is ambiguous, Julia's testimony regarding the Settlor's intent cannot be

permitted or relied upon by this Court. The Dead Man's Statute precludes testimony from a witness in four classes:

1. A party to the action;
2. A person having an interest which may be affected by the trial's outcome;
3. A person who previously had an interest which may be affected by the trial; and,
4. An assignor of the thing in controversy.

Estate of Mason v. Mason, 289 S.C. 273, 278 n.2 346 S.E.2d 28, 31 (Ct. App. 1986); S.C. Code Ann. § 19-11-20 (Dead Man's Statute). Julia, as Petitioner and beneficiary, clearly falls under the scope of the Dead Man's Statute, and she was allowed to testify, over the objection and motion in limine of Respondents, regarding communications and transactions at issue. (*See, e.g.* Trial Tr. 8:15 – 14:19; 250:16 – 255:11, attached hereto as **Exhibit C.**) Under the Dead Man's Statute, Julia should not have been allowed to testify as to any matters related to her mother's intent, gift giving, or estate planning.

In addition to the Dead Man's Statute, the parol evidence rule should have precluded her from offering any testimony regarding the Trust Agreement if this Court determined the Trust Agreement was unambiguous. *See Penton v. J.F. Cleckley & Co.*, 326 S.C. 275, 280, 486 S.E.2d 742, 745 (1997) ("Under the parol evidence rule, extrinsic evidence is inadmissible to vary or contradict the terms of an integrated agreement. However, where a contract is ambiguous, parol evidence is admissible to ascertain the true meaning and intent of the parties." (internal citations omitted)). This Court allowed such testimony, and it appears from the Order that the Court relied on the same in contravention of the Dead Man's Statute and possibly the parol evidence rule. Stated simply, Julia should not have been allowed to testify if the Trust Agreement was ambiguous or unambiguous. Rather, the only witnesses competent to testify under the Dead Man's Statute

are Johnson and Reynolds, and their testimony was ignored. Their testimony compels the conclusion that Respondents' construction of the Settlor's intent is the correct construction, and the amount awarded to Petitioner should be reduced accordingly.

For the above reasons, Respondents respectfully request the Court to reconsider and/or alter or amend its Order, dated June 22, 2019 and filed June 20, 2019, consistent with the points made herein.

Respectfully submitted,

By: _____

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Columbia, South Carolina
July 1, 2019

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	Civil Action No.: 2017-GC-40-0036
	)	
IN THE MATTER OF: The Janet B. Brooker Trust (C.A. No. 2015-ES40-00662)	)	
Julia B. Brooker, Petitioner, vs. Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust, Respondents.	)	

EXHIBIT A

RESPONDENTS' MOTION FOR RECONSIDERATION AND TO ALTER OR AMEND UNDER RULES 52 AND 59(e), SCRCP

Trial Tr. 100:23 – 101:4; 103:5-13 & 141:8 – 146:23

State of South Carolina) In the Probate Court
)
County of Richland) Case No: 2017-GC-40-00036

IN THE MATTER OF: The Estate of Janet B. Brooker Trust (C.A. 2015-ES-40-00662	)	
Julia B. Brooker Petitioner,	)	Transcript
vs.	)	of
	)	Proceeding
Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust and Ellen B. Corontzes individually as Beneficiary of the Janet B. Brooker Trust Respondents.	)	

The within proceeding was taken before Jennifer L. Thompson, CVR-M, Nationally Certified Verbatim Court Reporter and Notary Public in and for the State of South Carolina, commencing at the hour of 10:00 a.m., February 5 & 7, 2019, at the Richland County Judicial Center, Probate Court, Columbia, South Carolina.

Reported by:

Jennifer L. Thompson, CVR-M

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INDEX OF EXAMINATION

JULIA B. BROOKER

Direct Examination By Mr. Griffin 15
Further Examination By The Court 188
Further Examination By Mr. Griffin 250
Further Examination By Ms. Durant 265
Further Examination By Mr. Griffin 267

GEORGE DURANT

Direct Examination By Mr. Griffin 31
Cross Examination By Mr. Sowell 57
Re-direct Examination By Mr. Griffin 82
Further Examination By The Court 270

STEVE JOHNSON

Examination By Mr. Sowell 95
Cross Examination By Mr. Griffin 123
Re-direct Examination By Mr. Sowell 149

BEACHAM O. BROOKER, JR.

Examination By Mr. Sowell 165
Cross Examination By Mr. Griffin 170
Examination By The Court 173
Further Examination By The Court 187
Further Examination By The Court 193
Further Examination By Mr. Sowell 209
Further Examination By Mr. Griffin 223
Further Examination By Mr. Griffin 244

WILLIAM REYNOLDS

Examination By Mr. Sowell 180
Cross Examination By Mr. Griffin 184

Certificate 283

of the children. And when I mentioned to her about making gifts to the spouses --

MR. GRIFFIN: Your Honor, I'm not sure if he's still in this family meeting or some other, so I'm going to object.

THE COURT: This is a private conversation with her?

THE WITNESS: This was a conversation on September 25th, and I believe at that time, Your Honor, my time records will indicate that all the family members were there. That it was a family --

THE COURT: I also think I found a case that deals with it. It's the concept of a lawsuit between the beneficiary's heirs that the conversations between the deceased and the deceased's attorney are not privileged in the sense that the testimony of that particular witness is necessary to resolve litigation between the heirs of the devisees, which is what we have here, in my opinion.

BY MR. SOWELL:

Q All right. Now, was there ever any discussion with Janet Brooker about an equalization for retrospective gifts?

A No.
Q Was the only conversation with her related to prospective gifts?
A Yes.
Q Now, when you drafted the Trust Agreement and specifically paragraph 2(a) (b) and (c, which is denominated equalizing distribution to the Settlor's daughter Julia B. Brooker, was that intended by Mrs. Brooker and by you to state that this equalization was only to be made going forward as indicated by subparagraph (a)'s language, "From the date of this trust forward?"
A That is correct?

MR. GRIFFIN: Objection, Your Honor, as to Mrs. Brooker's intent. He can testify to his intent; he can testify what she told him, but he's in her mind now and that's not permissible.

MR. SOWELL: That's precisely what he's here to testify about is her intent.

THE COURT: Right.

MR. SOWELL: He's the only person who can do it.

THE COURT: He can testify about the conversation that they had. What she said is more important that what he thinks she said, is the

conversations that were retrospective in the equalization. If you want to ask him a different question that gets more to your point.

BY MR. SOWELL:

Q Did Janet Brooker make statements to you that led you to believe that she only wanted to equalize going forward?

A We never had a discussion about retroactive gifts, so the discussion, the whole discussion centered around gifts going forward.

Q Was there ever any discussion whatsoever about gifts going backward?

A No.

Q I'm going to show you Defendant's Exhibit No. 1 and ask you if you can identify it?

A Yes, this is a schedule that was done by a paralegal in my office that comes up with a figure of $525,528, which is the amount that we computed in determining the amount of the equalization that we felt was due to Julia.

Q Do you continue to believe, along with the Trustee, that amount, the 525,000 and some odd dollars is the amount owed to Julie for the equalization?

A Yes. With this exception: That computation of

A Apparently so, yes.
Q Is there any reason you didn't give them to Mrs. Brooker when she was there signing the documents?
A I don't remember why they were given to Dino, but I would not have given them to Dino had Janet not told me it was okay to give them to Dino.
Q I understand. And you have a specific recollection of discussing with her the terms of the equalization provision?
A I do. I said we'll catch Julie up at death for gifts made from the Trust Agreement forward so that she won't be prejudiced.
Q You remember saying "from the Trust Agreement forward?"
A I do.

MR. GRIFFIN: Your Honor, this is the deposition that Mr. Johnson gave on January 12, 2018. I'd like to show it to him. It's sealed. I'm going to unseal it. For the record, it's being unsealed.

THE COURT: The deposition of Mr. Johnson is completely attached to your Motion in Limine. A full copy, right?

MR. SOWELL: Yes, Your Honor.

BY MR. GRIFFIN:

Q Mr. Johnson, if you'll turn to page 27 of your deposition.

A Okay.

Q And I'm asking you beginning at line 10 about her Will and Trust, and then at line 13, I say, "Do you recall whether you explained to her or not." And your answer was, at line 15?

A Right.

Q And you said "I do," correct?

A Right.

Q Then line 16 I asked you, "What do you recall doing." And if you'll read your answer in the record, please.

A (As read) I recall saying to her we're going from a straight will, which she had in 1988, to a will and revocable trust. And I remember discussing with her that we would be funding the trust. I remember discussing the equalization provision with her, and I remember telling her that her estate, as far as Julie was concerned, would go outright to Julie, but the portion that would go to Ellen and Beach would go to them in the form of a trust.

Q And then page 20, I asked, "Do you recall any

questions she had of you about the equalization provision." And your answer was?

A "I don't recall any question she had about it."

Q And then 28, line 4, I said, "When you spoke with her, did you use the phrase "lifetime gifts?" And you said what?

A "I don't know."

Q And then you said, then I asked, "Do you know whether you explained to her that there could be a difference in lifetime gifts, I mean gifts given prior to the date of the execution of the trust versus gifts given after the entry of the trust?" And you said?

A "The whole conversation with Janet was about prospective gifts, not retrospective gifts."

Q And I said "okay," and you said it was going forward not looking back?

A Right.

Q So that was the conversation?

A Right.

Q And then I asked you, "Is there any language in the Trust Agreement that references past gifts?" In line 18, you say "no." Is that right?

A That's right.

Q But there is -- I mean, in the Trust Agreement, it

says that Settlor has previously made lifetime gifts, correct?

A Yeah, but, Jim, that was just to give a history of what had happened, you know. I mean, that was my drafting style.

Q Now, you're drafting style also -- you're saying that we can read from your drafting style that the sum of (a) and (b) above shall be distributed to Settlor's daughter to mean that you look at the pots of gifts and you give her the greatest amount?

A I wanted to determine the gifts that had been given to Ellen's side of the family, the gifts that had been given to Beach's side of the family, and then to add five percent to the greater amount. And that was equalizing for Julie; that was making sure that Julie was not disadvantaged; that she received at least the higher number. That's what I intended to do; that's what Janet Brooker intended to do. Under your reading of the Trust Agreement, she gets twice as much. There is no way that Janet Brooker wanted Julie to get twice as much as Beach or Ellen. That is just not what she wanted.

Q Let's talk about the language you used. The sum

of (a) and (b) above. So is (a), when we say (a) and (b), we're talking (a), in the same paragraph, right?

A Well, first you've got to determine the amount of the gifts.

Q And that would be in (a)?

A Yeah, but you've got to determine what was given to Ellen and you've got to -- Ellen's side of the family and what was given to Beach's side of the family.

Q And then from that you add the interest?

A The five percent onto those two amounts. You create two columns, Ellen's column and Beach's column, and then you add five percent, and whichever would be the higher. I didn't want Julie to be disadvantaged. Whichever the higher, she would get. Now what was confusing about that is Beach kept the gifts even.

Q Let's go to the language. Would you agree that there's no word "higher" in (a), (b), or (c)?

A I would agree to that.

Q Do you agree that there is nothing in (a), (b), or (c) that talks about separating the pots out from Ellen's issue and spouses to Beach's issue and spouses?

A Well, if there's ambiguity there, I want you to understand what Janet Brooker wanted. And she wanted her daughter, Julie, to not be disadvantaged because gifts had been given to spouses and grandchildren. And this schedule accomplishes that.

Q Are you aware that before the date of this Trust, that Mrs. Janet Brooker had given the spouses and issues of Ellen and Beach $900,000 in gifts?

A I wasn't aware of that, but Janet, you know, was only going from 2007 forward.

Q So you think she was aware that she had been giving Ellen and Beach $900,000 in gifts?

A I don't know, but I'll tell you what, she never brought it up. If she did, if she'd have said to me Julie should be equalized for that, I would have said to her let's equalize it right this minute, let's make a gift to her right this minute, let's give her -- let's make a gift to Julie right now if she's been so disadvantaged. We're trying to reduce the size of your estate, let's give her an amount right now that will make her equal.

Q So then after Mrs. Brooker passes away, the -- was a -- well, let me just ask you. What's this

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
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COUNTY OF RICHLAND	)	Civil Action No.: 2017-GC-40-0036
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EXHIBIT B

RESPONDENTS' MOTION FOR RECONSIDERATION AND TO ALTER OR AMEND UNDER RULES 52 AND 59(e), SCRCP

Trial Tr. 182:8 – 183:6

provision that we've been discussing today.
Q Did you do that?
A I did that.
Q What did you conclude from reviewing that provision?
A I thought it was appropriate for the circumstances that I knew about.
Q And what circumstances did you understand before you had that conversation?
A I knew that Janet Brooker had a fairly large taxable estate. There was an attempt, pretty aggressive attempt, to give nontaxable gifts, but also an attempt to equalize for Julia Brooker. And so that was the context I looked at the provision for.
Q Was there ever any discussion with Steve about equalizing these payments going backwards?
A No. He basically told me this is a -- because we're starting this aggressive gifting program, and of course, annual exclusion gifts, gifts for tuitions, for medical payments, are really the lowest hanging fruit in estate planning. There was never any discussion about retrospective or looking back. I think, at least in my experience, if you look back, you gotta start somewhere. And

if they had decided to look back, Steve would have asked Mrs. Brooker what were the gifts you've given thus far; let's start with an amount or let's write a check to even up Julia. But that was never part of the discussion between Steve and I.

Q Looking at this document, which is the Trust Agreement, and we're looking here at the board, which is 2(a), is there any reference in there to a starting date for looking backwards?

A Well, the date that he references in 2(a), says, "From the date of this Trust forward."

Q Right. Which was October of 2007?

A Right.

Q Now, you've heard the arguments Mr. DuRant made about (a)+(b). What you think is the proper interpretation and what did you think then was the proper interpretation of (a), (b), and (c)?

A Well, when I first looked at it, reading the first paragraph number 2, the main paragraph, it shows what Janet's intent was. It was clear that she said Julia's not married, she doesn't have children; Ellen's married and has children; Beach is married and has children, and we want to equalize going forward. And (a) says to determine

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	
COUNTY OF RICHLAND	)	Civil Action No.: 2017-GC-40-0036
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EXHIBIT C

RESPONDENTS' MOTION FOR RECONSIDERATION AND TO ALTER OR AMEND UNDER RULES 52 AND 59(e), SCRCP

Trial Tr. 8:15 – 14:19; 250:16 – 255:11

be number one and hand it up to the Court.

MR. SOWELL: No objection.

(Whereupon, Trust Agreement was introduced as Petitioner's Exhibit No. 1.)

MR. GRIFFIN: Your Honor, we have two witnesses, Julia Brooker and then George DuRant. And I'll call Ms. Brooker at this time.

Whereupon,

Julia Brooker,

being duly sworn and cautioned to speak the truth, the whole truth, and nothing but the truth, testified as follows:

MS. DURANT: Your Honor, if I may object right now just to Ms. Brooker's testimony today as outlined in our motion in limine. We believe Ms. Julia Brooker is an interested party and therefore disqualified under the dead man's statute. Interestingly enough the dead man's statute is not about the admissibility of Ms. Brooker's testimony; it's more about the competency of her to testify. I do have a case for you, Your Honor. This is Estate of Mason B Mason 289 SC 273, Court of Appeals 1986. And if I

may approach, Your Honor.

THE COURT: I may have it. Let me just look and see. I'm going to let you hand it to me.

MS. DURANT: And what I've done, Your Honor, is marked the salient provisions and I've also marked the salient provisions for Mr. Griffin, Ms. Fox and you and your law clerk. If you'll note where I have the blue flag, Your Honor, I've highlighted the relevant language that talks about how the dead man's statute has to deal with competency and not admissibility. It starts on page 31 of the South Carolina Reporter, it's page four of this PDF. And then at 278 of the Southeastern 2nd Reporter, it says, "the dead man's statute §19-11-20 Code of Laws of South Carolina in substance provides that a witness may not testify (will not be a competent witness) should the witness be in either of the four designated classes." And as outlined in our brief, Your Honor, we believe Ms. Brooker is in all four classes and therefore she's disqualified from testifying in toto.

THE COURT: All right, Mr. Griffin.

MR. GRIFFIN: Your Honor, the case that she cited goes on to say that if you're in that

category, then you can't testify if one, the testimony is regarding any communication or transaction between the witness and the deceased; two, if the testimony is offered against the party prosecuting or defending the action as executor or administrator, heir-at-law, next of kin, assignee, devisee, or survivor; and three, does the testimony potentially affect the present or previous interest of the witness.

So the first of those three tests, we don't intend to offer any testimony, Your Honor, from Ms. Julia Brooker about communications or the transaction. I'd also -- and so the dead man's statute does not preclude her testimony. There's also a number of exceptions to the dead man's statute. I'll hand up the case to Your Honor, Hanahan v. Simpson. There's a flag on it that says it's been overruled and superseded by statute. I'll tell Your Honor the statute they're talking about is the Frivolous Civil Proceedings Act. It's a sanction statute that doesn't really have -- had nothing to do with the dead man's statute. And then in the case, the -- there's a number of exceptions to the dead man's statute. And it's -- it says first, the benefit of the

statute may be waived; they're not waving it. Second, the testimony of an attorney preparing the will is generally held admissible on the ground that he's not an interested person. Third, a witness is prohibited from testifying only if his or her present or previous interest would be affected by the event of trial, and if such, a person is only disqualified if he has certain legal and vested equitable interest which may be affected. Fourth, a party may testify against his own interest. Fifth, a witness may testify to a transaction between the deceased and a third party. Sixth, the statute's directed to the competency of witnesses rather than the transaction or communication itself, and thus, it does not prohibit the introduction of documentary evidence. And seventh, the Court has recognized that notwithstanding the testimony of an interested witness may generally fall within the inhibition of the statute as to evidence of transactions or communications with the decedent. He may testify to acts, demeanor, or conduct of the decedent where the testimony is offered on the bearing of mental competency. So those are some of the exceptions. I do have documents I plan to

introduce through Ms. Brooker that would not be precluded under the dead man's statute. And, like I said, her testimony proffered she plans to testify as to who her mother was, who her father was, who her sister is, her brother is, her nieces and nephews are and the dates of their births and the family history and the assets of the mother as well as, frankly, the mother's history of gift giving to the third parties. That would be the proffer of the testimony.

MS. DURANT: Your Honor, briefly, I don't disagree with Mr. Griffin's recitation of the exceptions. However, I don't think any of them apply with maybe the exception that it does not prohibit -- the dead man's statute does not prohibit the obstruction of documentary evidence. The problems that I do have with what he said that Ms. Brooker may testify to are the assets of the mother and the history of the gift giving. That goes straight to the communications and transactions that are at issue in this case. And Ms. Brooker should be precluded from testifying regarding the mother's intent or history of gift giving and the assets of the mother. That goes directly to communications and transactions

between Ms. Julia Brooker and the decedent, Ms. Janet Brooker.

MR. GRIFFIN: The issue in the case is the interpretation of a trust agreement entered into October of 2007, I believe it was, October 17th or 19th, 2007. She's not going to testify about any communication she had with her mother about that agreement, about any catch up provisions, or anything of that nature.

THE COURT: I do think the dead man statute applies to certain potential testimony she may want to tell us. It doesn't preclude her from being a witness. We'll get started; I'm sure you've instructed her what she should or shouldn't get into, and I'm sure you'll be careful with your questions, and I'll hear you. If you hear something that is objectionable, please rise.

MS. DURANT: Yes, Your Honor, I will. And may I add one more point and then I'll sit down and be quiet?

THE COURT: Certainly.

MS. DURANT: I do want to add, Your Honor, that under Merck v Merck, 89 SC 347 South Carolina Supreme Court 1911, the term "transaction" under the dead man's statute is a very comprehensive

term. It means the carrying of or through any matter or affair. So not only is she precluded from talking about the communications with the mother, but we are talking about a very broad transaction that renders Ms. Julia Brooker incompetent from testifying about those matters. And with that, I will be quiet.

THE COURT: I'll certainly hear you. If you think we're tiptoeing into an area you're concerned about, I will hear you.

MS. DURANT: Yes, Your Honor, thank you.

THE COURT: It's complicated. This is a very complicated family dynamic; it's a complicated prohibition that you can't talk about communication within the family. So that lay witnesses and people that are struggling with this, it's an honest struggle. Can I get you just to move that behind the table so that it doesn't in any way interfere with Ms. Brooker's --

MR. SOWELL: If you don't need it, we'll just put it down. You've got the document.

THE COURT: I do, but if you want it just to stay in the room as a reminder to everybody, just put it behind. Thank you. Of all the cases I've been in statute, I didn't have this. And let me

Bring your water and your glasses and anything else you need. Just a reminder you're still under oath, okay.

THE WITNESS: Thank you.

- - - - -

FURTHER EXAMINATION (Julia Brooker)

BY MR. GRIFFIN:

Q Julia, I want to talk about first your efforts to determine the amount of lifetime gifts. Now, I know there's an issue as to what those encompass, what period of time, but I just want to ask what steps did you undertake to try to determine how your mother's money was spent since 2007 when Beach Brooker was given power of attorney?

A How was it spent?

Q What efforts did you undertake to try to find out after your mother died what you were entitled to under this clause?

A Can I start from kind of the beginning or whatever?

Q Sure.

A Back in 1997, May of '97, my mother started doing some estate planning. She opened up three family trusts for my brother, sister and myself that we, you know, put money in it. She wanted to -- she

called me and brought me over and said that she was talking to me --

MS. DURANT: Your Honor, if I may, move to strike that testimony. That's squarely within the dead man's statute. She's talking about communications with her mother.

THE WITNESS: Okay.

THE COURT: Well, maybe that last little piece, but the history of this, unless it's false information, should be very easily documented. And I just need it to understand what her timeframe is. If these trusts were created in May of 1997, you can tell me that. They obviously exist. Do you disagree that Mrs. Brooker created three trusts for her children to May of '97?

MS. DURANT: No, ma'am.

THE COURT: This is just a factual piece that I'm gonna capture. I hear you suggesting that -- tread carefully.

MR. GRIFFIN: You can't talk about what your mother said about anything.

BY MR. GRIFFIN:

Q So you created these trusts?

A Uh-huh.

Q She did in 1997?

A Uh-huh. Gave gifts of about $400,000.
Q To each of you?
A No, total gifts. I believe if you look in the gift rank in 1997, there's over $400,000 that she gave gifts to. I think it's included. She did DeBordieu in '92. She -- wait a minute, let me get my dates right. We did a qualified residential trust too where she did the condominium at DeBordieu at this time, and in about '94, I've got where she gave us gifts too, or said that she was going to start giving us gifts.

MS. DURANT: Again, Your Honor, she just referenced what her mother did.

THE COURT: Yeah, I'm not sure what we're doing here. I know you want to tell the whole story and I know it would feel really good that you tell the whole story, but we've got to be really careful.

THE WITNESS: Okay.

THE COURT: Can we just go back to the timeframe about -- I thought we were talking about interest timeframe. Where were you going with your first question?

MR. GRIFFIN: I'm trying to figure it out.

THE COURT: I think your question was, and it's legitimate, what efforts did she personally make to determine what gifts her mother had made that met this provision.

MR. GRIFFIN: Yes.

BY MR. GRIFFIN:

Q I guess, let's just start here. You see this document?

A Yes.

Q At some point in time, did you get a copy of this document?

A Yes.

Q Did you agree with the numbers on this document?

A No.

Q Why did you not agree with the numbers on this document? And when I say "this document," I'm talking about Defendant's Exhibit No. 1. And don't tell me what your mother said.

A Can I tell you what Steve said?

Q Tell us what Steve said, yes.

A Okay. The family had two meetings with Steve. One after my mother died and one prior to my mother dying. He brought us in and talked about that mother was going to exaggerate some gifts, give more gifts, and that what she was going to do

is catch me up at the end.

MS. DURANT: Again, Your Honor --

Q That's what Steve said, not your mother.

A That's what Steve said.

MS. DURANT: She said -- and then she said, "my mother" --

THE COURT: That's already been testified by Mr. Johnson.

MS. DURANT: I'm just really, Your Honor, I'm just preserving the record.

THE COURT: And I hear you, but I heard her say that's what Mr. Johnson said to her at the family meeting. Did you hear her say that's what her mother said?

MS. DURANT: I heard that Mr. Johnson said my mother said she wants to catch up.

MR. GRIFFIN: That's certainly not precluded by the dead man's statute.

THE COURT: I am hearing that Mr. Johnson has already testified and told Julia at the very family meeting he testified about that it was the intention to catch her up at her mother's death.

MS. DURANT: Your Honor, Mr. Sowell brings up a good point. Mr. Johnson is or was Ms. Janet Brooker's lawyer, so he is just repeating what his

client said. So I think that also falls on the teeth of the dead man's statute.

THE COURT: I'm going to disagree on the concept that number one, he's already testified to that himself, and at a family meeting, he is sharing this information. He had a family meeting, which means you have on some level a waiver of the attorney-client privilege as to the issues he's talking about at the family meeting that he had with the family. The deceased Mrs. Brooker was there. So overruled.

BY MR. GRIFFIN:

Q In the meeting after your mother died, what was discussed?

A The lifetime gifts and that the lifetime gifts, I was gonna be equalized with the lifetime gifts that were given to my brother and sister.

Q Your brother and sisters' children?

A Children, family. Brother and sister's family. Children and family.

Q Then when you got this document at some point in time, you said you didn't disagree with it, but you didn't agree with it. What were the parts you didn't agree with?

A The year that the gifts began.

CERTIFICATE OF SERVICE

I, the undersigned paralegal of the law offices of Sowell & DuRant, LLC, attorneys for *Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust and Ellen B. Corontzes individually as Beneficiary of the Janet B. Brooker Trust*, do hereby certify that I have served all counsel in this action with a copy of the document hereinbelow specified by electronic mail and by hand delivery to the following address(es):

Document: RESPONDENTS' MOTION FOR RECONSIDERATION AND TO ALTER OR AMEND UNDER RULES 52 AND 59(e), SCRCP

Counsel Served:
James M. Griffin
Margaret N. Fox
GRIFFIN | DAVIS
4408 Forest Drive, Suite 300
Columbia, SC 29206
Columbia, South Carolina 29201
jgriffin@griffindavislaw.com
mfox@griffindavislaw.com

Attorneys for Petitioner Julia B. Brooker

Amy A. Kelly

July 1, 2019

ELECTRONICALLY FILED - 2019 Jul 01 3:05 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

STATE OF SOUTH CAROLINA	)	**IN THE PROBATE COURT**
	)	**Estate Number: 2017-GC-40-36**
COUNTY OF RICHLAND	)	
IN THE MATTER OF:	)	
THE JANET B. BROOKER TRUST	)	
	)	
Julia B. Brooker,	)	
Petitioner,	)	**NOTICE OF INTENT TO APPEAL TO CIRCUIT COURT**
vs.	)	
	)	
Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust,	)	
Respondents.	)	

Pursuant to SCPC 62-1-308, Appellant hereby provides his/her/its Notice of Appellant's Intent to Appeal the Order/Sentence/Decree of the Probate Court dated June 22, 2019 but filed on June 20, 2019. Said Order/Sentence/Decree was received by the Appellant or Appellant's counsel on June 20, 2019. A copy of said Final Order is attached.

Respectfully submitted,

SWORN to before me this 1st day of July, 2019.

Notary Public for: South Carolina

My Commission Expires: May 27, 2025

Signature:

Print Name: Beacham O. Brooker, Jr.

Address: 754 Kilborne Road
Columbia, SC 29205

Telephone (Work):

(Home): (803) 771-9096

(Cell): (803) 315-8951

Email: b_brooker@bellsouth.net

Relationship to Decedent/Estate: Trustee, Beneficiary and Respondent

Attorney: Thornwell F. Sowell & Bess J. DuRant
Sowell & DuRant,LLC

Address: 1325 Park Street, Suite 100
Columbia, SC 29201

Telephone: (803) 722-1100

Email: bsowell@sowelldurant.com
bdurant@sowelldurant.com

IMPORTANT:

1. This Notice must be filed with the Probate Court, the Circuit Court, and all parties not in default within ten (10) days after receipt of written notice of the appealed-from order, sentence, or decree of the Probate Court. Parties must comply with requirements set forth in SCPC 62-1-308.

2. This form is not intended for appeals other than appeals to the County Circuit Court. An Appeal to a Court other than the County Circuit Court must follow SCPC 62-1-308(l) and the South Carolina Appellate Court Rules, as applicable.

FORM #356ES (1/2014)
62-1-308

ELECTRONICALLY FILED - 2019 Jul 01 3:05 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

STATE OF SOUTH CAROLINA	)	**IN THE PROBATE COURT**
	)	**Estate Number: 2017-GC-40-36**
COUNTY OF RICHLAND	)	
IN THE MATTER OF:	)	
THE JANET B. BROOKER TRUST	)	
	)	
Julia B. Brooker,	)	
Petitioner,	)	**NOTICE OF INTENT TO APPEAL TO CIRCUIT COURT**
vs.	)	
	)	
Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust,	)	
Respondents.	)	

Pursuant to SCPC 62-1-308, Appellant hereby provides his/her/its Notice of Appellant's Intent to Appeal the Order/Sentence/Decree of the Probate Court dated June 22, 2019 and filed June 20, 2019 . Said Order/Sentence/Decree was received by the Appellant or Appellant's counsel on June 20, 2019. A copy of said Final Order is attached.

Respectfully submitted,

SWORN to before me this 15th day of July, 2019.

Notary Public for: South Carolina

My Commission Expires: May 27, 2026

Signature: Ellen B Corontzes

Print Name: Ellen B. Corontzes

Address: 809 Woodland Drive
Columbia, SC 29205

Telephone (Work):
(Home): (803) 782-6161
(Cell): (803) 238-6223

Email: ecorontzes@sc.rr.com

Relationship to Decedent/Estate: Beneficiary and Respondent

Attorney: Thornwell F. Sowell & Bess J. DuRant
Sowell & DuRant,LLC

Address: 1325 Park Street, Suite 100
Columbia, SC 29201

Telephone: (803) 722-1100

Email: bsowell@sowelldurant.com
bdurant@sowelldurant.com

IMPORTANT:

1. This Notice must be filed with the Probate Court, the Circuit Court, and all parties not in default within ten (10) days after receipt of written notice of the appealed-from order, sentence, or decree of the Probate Court. Parties must comply with requirements set forth in SCPC 62-1-308.

2. This form is not intended for appeals other than appeals to the County Circuit Court. An Appeal to a Court other than the County Circuit Court must follow SCPC 62-1-308(l) and the South Carolina Appellate Court Rules, as applicable.

FORM #356ES (1/2014)
62-1-308

ELECTRONICALLY FILED - 2019 Jul 01 3:05 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

STATE OF SOUTH CAROLINA)	**IN THE PROBATE COURT**
)	**Estate Number: 2017-GC-40-36**
COUNTY OF RICHLAND)	
IN THE MATTER OF THE JANET B. BROOKER TRUST)	
Julia B. Brooker,)	
Petitioner,)	**ORDER CALCULATING EQUALIZATION DISTRIBUTION OF LIFETIME GIFTS**
v.)	
Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust; and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust,)	
Respondents.)	

FILED
2019 JUN 20 P 5:18
AMY W. McCULLOUGH
PROBATE JUDGE
RICHLAND COUNTY, SC

THIS MATTER COMES BEFORE THE COURT upon the filing of a Summons and Petition for Declaratory Relief by Julia B. Brooker (hereinafter "Julia" or "Petitioner"), through her attorneys James M. Griffin, and Margaret N. Fox, on March 17, 2017. In the Petition, the Petitioner asks this Court to determine the intent of Janet B. Brooker (hereinafter also "Decedent" or "Settlor") in the equalization clause of the Janet B. Brooker Trust and Decedent's meaning of the words *lifetime gifts,* as it is used within the Decedent's Trust document, to calculate the amount that should be paid to Julia to equalize her share of the Janet B. Brooker Trust. Beacham O. Brooker (hereinafter "Beacham") and Ellen B. Corontzes (hereinafter "Ellen") (hereinafter collectively "Respondents") are the only other beneficiaries of the Janet B. Brooker Trust.

Beacham and Ellen were served with the Summons and Petition by certified mail as evidenced by the signed Certified Return Receipts filed with the Court on March 29, 2017 and April 3, 2017 respectively.

Respondents are represented by Thornwell F. "Biff" Sowell, III and Bess J. DuRant. Respondents filed an Answer to the Petition on May 17, 2017. The Respondents contend that their understanding and interpretation of the lifetime gift provision should control, and

1 & 10 am

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additionally, that the amount of $525,528.08 offered to Julia as her disputed equalization share of the Janet B. Brooker Trust is accurate.

A bench trial was scheduled for and held on February 4, 2019. All parties were mailed Notice of Hearing and all parties were present with their attorneys. Additional witnesses were certified forensic accountant, George Durant and attorneys, W. Steven Johnson and William H. Reynolds, III.

Summary of Facts

The Decedent died on April 15, 2015. At her death she had three children: Beacham, Ellen, and Julia. Beacham is married to Beth Brooker and his children are Elizabeth Brooker and Grace Brooker. Ellen is married to Dino Corontzes and her children are Arthur Corontzes and Beacham Corontzes. Julia is not married and does not have children.

Before her death, the Decedent was represented by attorney W. Steven Johnson of the law firm of Todd and Johnson, LLP, in the creation of her 2007 estate planning documents. The Last Will and Testament of the Decedent, executed on October 16, 2007, names Beacham to serve as the Personal Representative and transfers the assets of the Decedent's Estate into a Trust known as the Janet B. Brooker Trust (hereinafter the "Trust"). Upon the death of the Decedent, the Trust was fully funded from the Estate. The beneficiaries of the Trust are her three children, Beacham, Ellen, and Julia. Beacham is the Trustee of the Trust. At the same time the Will and Trust were executed, the Decedent also appointed Beacham as her Agent under a Durable Power of Attorney.

All parties agree that a family meeting occurred on September 25, 2016 where all parties were present with W. Steven Johnson. All parties agree that Mr. Johnson advised them about an aggressive gifting program to the spouses and issue of Beacham and Ellen in an effort to minimize the amount of estate taxes that could be levied against the Decedent's estate at her death. As a part of this plan, all children of the Decedent received equal gifts, the additional gifts to the spouses and issue of Beacham and Ellen were to be equalized for Julia at the death of the Decedent. To accomplish this, the Trust provides for an equalization distribution that reads as follows:

(2) **Equalization distribution to the Settlor's Daughter Julia B. Brooker**. The Settlor has previously made lifetime gifts and intends to continue such gifting program until the date of the Settlor's death to the Settlors children, the Settlors issue and spouses of the Settlor's children.

2 @ 10 am

Because the Settlor's daughter Julia B. Brooker is not married and has no children or issue, the Settlor intends that at the Settlor's death, an equalizing distribution will be made to the Settlor's said daughter pursuant to the terms of this paragraph for lifetime gifts made to such daughter's siblings' spouses or siblings' issue which equalizing distribution will be determined as follows:

(a) From the date of this trust forward the Trustee shall determine the date and the amount of any lifetime gifts made by the Settlor to issue of Ellen B. Corontzes and Beacham O. Brooker, Jr., as well as the spouses of Ellen B. Corontzes and Beacham O. Brooker, Jr.

(b) To such amount specified above from the date of such gift an interest rate of five (5 %) percent shall be applied to the amount of such gift which interest rate shall continue until this distribution is satisfied and which rate shall not compound.

(c) The sum of (a) and (b) above shall be distributed to the Settlor's daughter Julia B. Brooker, if she shall survive the Settlor.

Argument of the Petitioner

Petitioner argues that an examination of the plain language found within the four corners of the Trust necessitates a finding that Petitioner is entitled to an equalizing share equivalent to the sum of **all** lifetime gifts to Respondents' spouses and children, with five (5%) percent interest applied to the amount of each gift. Petitioner believes that the first sentence of the applicable provision in Settlor's Trust that reads that the Settlor "*previously made lifetime gifts* and intends to continue such gifting program until the date of the Settlor's death to the Settlor's children, the Settlor's issue and spouses of the Settlor's children" is evidence of her intent that gifts made prior to the Trust's creation should be included in the equalization calculation.

Petitioner argues that Respondents rely on the following Trust language, "[f]rom the date of this trust forward, the Trustee shall determine the date and the amount of any lifetime gifts" to take the position that the calculation should be only gifts made after the Trust's creation. Petitioner believes that the language "from the date of this trust forward," merely establishes the date on which Beacham could begin exercising the authority delegated to him as Trustee to determine the date and amount of lifetime gifts.

Petitioner believes that if the Decedent had intended otherwise, the Trust language would have been worded in the future tense, such as "Settlor intends that at the Settlor's death, an equalizing distribution will be made to the Settlor's said daughter pursuant to the terms of this paragraph for lifetime gifts ***[to be made]***, ***[that will be made]***, ***[that Settlor intends to make pursuant to the gifting program]*** to such daughter's siblings' spouses or siblings' issue."

3 & 10 am

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Petitioner believes that the use of past tense "**lifetime gifts made** to such daughter's siblings' spouses or siblings' issue" is clear.

Finally, Petitioner argues that pursuant to the plain language of the Trust document, Petitioner's Equalizing Share is calculated by adding the (a) the sum of all lifetime gifts to Respondents' Children and Spouses and (b) five (5%) percent interest from there date of such gift to the date of distribution. Petitioner's position is that Respondent "cannot create ambiguity in contract when it does not exist within the four corners…[h]ence words cannot be read into a contract which import an intent wholly unexpressed when the contract was executed." Silver v. Abstract Pool & Spas, 658 S.E.2d 539 (S.C. Ct. App. 2008) (quoting McPherson v. J.E. Sirrine & Co., 33 S.E.2d 501, 509 (1945).

Pursuant to this method of calculating, Petitioner believes she should receive the total of gifts made to Ellen's spouse and children prior to October 16, 2007 of $502,755.92 and after October 16, 2007 of $396,305.23 plus the total of gifts made to Beacham's spouse and children prior to October 16, 2007 of $495,113.92 and after October 16, 2007 of $408,194.00 for a total of $1,802,369.07 plus interest of $1,139,694.81 (as of the date of the hearing) for a final total of **$2,942,063.87**.

Argument of the Respondents

Respondents argue that the unambiguous terms of the Trust provide that Petitioner is entitled to a distribution from the date of the Trust until the death of the Settlor as the plain language of the Trust provides that "[f]rom the date of this trust forward," the Trustee shall determine the amount of the gifts made to the children and spouses. Respondents point to *Schulmeyer v. State Farm Fire & Cas. Co.,* 353 S.C. 491, 495, 579 S.E.2d 132, 134 (2003) "If the contract's language is clear and unambiguous, the language alone determines the contract's force and effect.".

Respondents' position is that Petitioner is entitled to the sum of all gifts made to the children and spouses from October 16, 2007 until the date of Decedent's death on April 16, 2015, divided by two (2), with the addition of interest in the amount of 5%. To make the point of their calculation, Respondents by example argue that Petitioner is not entitled to the sum of all gifts made to the grandchildren and spouses, plus 5% interest, because to do so would bestow a great windfall to the Petitioner. For example, under Petitioner's construction of the Trust, if Beacham's family received $100,000.00 and Ellen's family received $100,000.00, Julia would

4 @ 10 am

receive $200,000.00 plus the 5% interest. Consequently, Julia would receive a windfall of $100,000.00 because Beacham's family received $100,000.00, Ellen's received $100,000.00, yet Julia received $200,000.00. Therefore, Respondents believe that the payment of **$525,528.08, plus some calculation of interest after death,** is correct.

Summary of Issues to be Resolved

1. **Did the offer of $525,528.08 include all gifts? As stipulated by Mr. Sowell at the trial, it did not.**
2. **What time frame did the Decedent mean by lifetime gifts – all lifetime gifts or only gifts after the creation of the Trust?**
3. **How is the equalization to be calculated – add all gifts together to equalize, add all gifts together then divide by two, or add the gifts of Ellen's family and separately add the gifts of Beacham's family and determine which is larger and equalize Julia by the larger?**

Findings by the Court during the Hearing

During the hearing, this court made certain findings with regard to the offer of $525,528.08 and interest related to when that offer was officially rejected. This Court also indicated to the parties that only after Trust gifts were being considered. After a full review of the hearing, the testimony, and the exhibits in evidence, those decisions are amended as the remainder of this order will document.

Testimony

Julia testified about her family, the manner in which their parents acquired their wealth, the individual trusts for each child created in 1997 by her parents, the trusts for each grandchild created close to their births by the Decedent, the Family Partnership, and what she believed to be her mother's intent with her estate plan as to the 2007 estate plan and the Trust that is the source of this litigation. She believes that the calculation of Decedent's lifetime gifts should include all gifts.

George Durant, a certified forensic accountant, testified, over the objection of Respondents' counsel, regarding his review of Decedent's brokerage statements, bank records and checks, Decedent's gift tax returns, deposition transcripts, and other spreadsheets and his calculations regarding the equalization for Petitioner, as directed by Mr. Griffin. Mr. Durant described how he calculated the amounts of the lifetime gifts received by the spouses and issue

5 & 10 am

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of Beacham and Ellen. Mr. Durant provided the Court with a list of all documents reviewed and a table showing all the lifetime gifts given by the Decedent before the execution of the Trust and the interest of that amount calculated at five percent (5%) until the day of the trial. He also provided the same calculations for gifts given after the execution of the Trust as well as the addition of those figures representing the total lifetime gift amounts given.

Over the initial objection and disagreement of Respondents, payments made to Hammond School, the school attended by all of the grandchildren, totaling $437,445.48, were included in Mr. Durant's calculations as gifts. Respondents argued that those payments should not be included because Mr. Durant could not determine what was tuition payments versus what were donations made by the Decedent. The court requested that Respondents review their tuition invoices for those years to be able to separate any donations. This court allowed all payments to Hammond School as gifts to the grandchildren to be included in the equalization calculations.

Additionally, at the time of his original calculation offered into evidence by the Petitioner, Mr. Durant included the following in his pre-Trust calculation: $24,000.00 ($12,00.00 x 2) for annual gifts to spouses made by Beacham on September 26, 2007 and $240,000.00 paid into 529 plans for grandchildren made by Beacham on October 1, 2007. After the court's request to include these gifts with the gifts made after the Trust's creation, as Beacham had included them in his original gift calculations as they were made in anticipation of the Trust's creation, all parties were in agreement to the accuracy of the numbers and calculations provided by Mr. Durant. These calculations have now become less relevant as the findings below will show.

Mr. Durant's testimony and calculations were relied on heavily by this court and ultimately agreed upon by all parties. All documents that were reviewed by Mr. Durant were admitted as a flash drive as Respondents Exhibit 8. These same documents were available for all parties throughout the discovery and deposition phase of this litigation.

W. Steven Johnson, estate planning attorney for the Decedent, testified about his conversations with the Decedent and her intent regarding the equalizing distribution summarized as follows:

- Beginning in September 2007, there was a heightened awareness of a need to make gifts on behalf of Decedent to lessen the estate taxes.
- In September of 2007, Mr. Johnson met with the Brooker family to discuss the need to accelerate the gifts that the Decedent needed to make to children, grandchildren and spouses of children, to

6 of 10 am

include college and private school tuition and 529 plans for the grandchildren.

- Decedent did not want to disadvantage Julia so Mr. Johnson said he could put a provision in the will or trust to "catch up" Julia for any gifts made to her children's spouses and children.
- Decedent did not want Julia to suffer as a result of these gifts.
- He does not recall if the meaning of lifetime gifts was ever discussed or if he defined that for the Decedent or the family at the family meeting.
- Mr. Johnson spoke with his law partner Mr. Reynolds about the equalization provision he drafted because he wanted a second set of eyes to review the language of the Trust.
- He does not recall the Decedent asking any questions about the lifetime gift equalization but he does remember that their conversations were about prospective gifts, not retrospective gifts.
- If there had been a discussion about prior gifts, Mr. Johnson would have recommended to the Decedent to catch up Julia for the prior gifts at that time, not at the Decedent's death.
- Mr. Johnson was not aware that the Decedent had already given large sums as gifts to the spouses and children of Beacham and Ellen before the creation of the Trust.
- The way the equalization was to be calculated was from the date of the Trust forward to take the larger of the two gifting groups, Beacham's spouse and children versus Ellen's spouse and children, and then add the interest to achieve Petitioner's share.
- The calculation of the equalization amount offered of $525,528.08 was made based on the numbers Beacham provided to the paralegal for Mr. Johnson.
- Neither Mr. Johnson nor his paralegal were given the bank statements or tax returns to calculate the equalization amount.
- In a document from Mr. Johnson's file that he explained was created by his paralegal as a to do list, appearing to be created post death of the Decedent, noted is "to determine gifts made to the spouse and children of Beach and Ellen from May of 1997 forward to be distributed with five (5) percent interest to Julia". Mr. Johnson explained that he told his paralegal that was incorrect.

William H. Reynolds, III, Mr. Johnson's law partner, supported Mr. Johnson's testimony because he reviewed the draft of the equalization provision. He testified that if a client wanted to look back, he would want to capture what those gifts had been to calculate the number to equalize. Mr. Reynolds agreed that the Petitioner should be equalized with the higher amount given to Beacham or Ellen.

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Beacham testified he made the following pre-Trust gifts after the family meeting with Mr. Johnson in anticipation of the creation of the Trust: $24,000.00 ($12,00.00 x 2) for annual gifts to spouses on September 26, 2007 and $240,000.00 for 529 plans for grandchildren on October 1, 2007, and agreed they should be included in the equalization calculation that he offered Petitioner but that after the lawsuit he withdrew that as part of his calculation. On October 16, 2007, he became Trustee of the Trust; however, the Trust was not funded until the death of the Decedent in April of 2016. Beacham began the accelerated gifting program as the Decedent's signatory or agent under a Power of Attorney and does not remember if the Decedent individually continued gifting after the Trust. Specifically, Beachum reviewed the financial documents and could not find where she independently acted or gifted after the Trust's creation.

Beacham testified that he relied heavily on Dino Corontzes, who was the broker for the Decedent's investment accounts and the husband of Ellen, to make the annual gifts. Beacham agreed that the Decedent paid full tuition to Hammond School for his children and Ellen's children before the creation of the Trust and that he considered the payments a gift. He further stated that while he continued to pay Hammond School tuition for the grandchildren as signatory on the Decedent's account after the creation of the Trust, he did not consider it to be a part of the definition of lifetime gift for equalization in the Trust. He testified that he is not aware of other donations the Decedent made to Hammond School.

Beacham, after a one-day recess during the trial and his ability to go back through his records, agreed to Mr. Durant's review of the financial documents and Mr. Durant's calculations. Based on Mr. Durant's review and calculation, from the time Beacham took over managing the Decedent's gifting in September of 2007, the gift amount totaled $804,499.23. Of that total gift amount, $396,305.23 was received by the spouse, and issue of Ellen, and $408,194.00 was received by the spouse and issue of Beacham. Prior to the creation of the Trust, the Decedent had previously given gifts in the amount of $997,869.83. Of this prior gift amount, $495,113.92 was received by the spouse and issue of Beacham and $502,755.92 was received by the spouse and issue Ellen.

On May 31, 2016, an email was sent by Beacham offering the equalization distribution to his sister Julia in the amount of $525,528.08. This offer was a result of calculations by Mr. Johnson's paralegal based on numbers she received from Beacham regarding annual gift amounts to each spouse and their issue. While there is some disagreement about when the offer

8 of 10 am

ELECTRONICALLY FILED - 2019 Jul 01 3:05 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

was received or when the offer was officially rejected, it is clear that the Petitioner received the offer and wanted additional documents to review to be able to determine if the amount was correct. This equalization distribution was ultimately rejected by Julia on or about August 31, 2016, due to her own investigation of previous lifetime gifts she believed should have been included in the equalization distribution calculation.

Having carefully considered all testimony, exhibits, and arguments presented at the hearing and the other submissions of the parties, the Court makes the following:

FINDING OF FACTS AND CONCLUSIONS OF LAW

1. Janet B. Brooker died on April 16, 2015 as a resident of Richland County, South Carolina, therefore the Probate Court has subject matter jurisdiction pursuant to S.C. Code Ann. § 62-1-302(a) and § 62-1-302(a)(3), 1976, as amended and venue is proper pursuant to S.C. Code Ann. 62-3-201(a)(1), 1976, as amended.
2. The Last Will and Testament of Janet B. Brooker, executed October 27, 2007, provides that the totality of her estate be poured over into the Janet B. Brooker Trust, established October 27, 2007.
3. Pursuant to S.C. Code Ann. § 62-7-201, 1976, as amended, the Probate Court has exclusive jurisdiction, to "ascertain beneficiaries, determine a question arising in the administration or distribution of a trust including, questions of construction of trust instruments…"
4. The Janet B. Brooker Trust is governed by the laws of the State of South Carolina.
5. The beneficiaries of the Trust are the children of Janet B. Brooker: Beacham, Ellen, and Julia.
6. The Trust provides for an equalization distribution for the Settlor's daughter Julia upon the Settlor's death, for all lifetime gifts given to the spouses and issue of Beacham and Ellen.
7. Prior to the October 16, 2007 execution of the Trust, W. Steven Johnson, as drafting attorney, represented the Settlor and met with the family to explain the Decedent's estate plan.
8. At the time of the execution of the Trust instrument, the Decedent had previously given lifetime gifts in the amount of $997,869.83 to the spouses and issue of Beacham and Ellen.
9. These previous gifts were not discussed with Mr. Johnson.
10. The Decedent did not want Julia to be disadvantaged or treated differently because she did not have a spouse or children.
11. The Decedent wanted Julia equalized at her death.

9 & 10 am

ELECTRONICALLY FILED - 2019 Jul 01 3:05 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

12. Mr. Durant was able to capture gifts to the spouses and issue of Beacham and Ellen from approximately 1992 forward by a review of all account statements and tax returns available.
13. The phrase in the Trust document that "the Settlor has previously given lifetime gifts and will continue" is evidence that the Settlor intended that the previous lifetime gifts be included in the equalization calculation for Julia and comports with her desire for Julia to be treated the same.
14. Gifts such as private school tuition, college plan contributions, and college tuition are to be included as gifts in the equalization calculation.
15. The sum total of the lifetime gifts to the spouses and issue of Beacham and Ellen, as calculated by Mr. Durant is $1,802,369.07, with $899,061.15 to spouse and issue of Ellen and $903,307.92 to the spouse and issue of Beacham.
16. Five percent interest on that amount through the date of February 5, 2019 was $1,139,694.81.
17. The total of $2,942,063.88 will be divided by two to allow for Julia to be equalized to but not receive more than either the spouse and issue of Ellen or Beacham.
18. As of the trial date, the amount owed to Julia to equalize her to the lifetime gifts to her siblings' spouses and children was $1,471,031.94 ($2,942,063.88 / 2).
19. This same formula shall be used to calculate date of payment amount.

THEREFORE, IT IS HEREBY ORDERED THAT:

A. Julia B. Brooker was entitled to $1,471,031.94 as of February 5, 2019, as her equalization distribution of the Janet B. Brooker Trust.

B. The Trustee of the Janet B. Brooker Trust shall pay the amount due to Julia B. Brooker using the formula as outlined above to calculate interest and final payment.

IT IS SO ORDERED.

Amy W. McCulloch Judge
Richland County Probate Court

June 22, 2019
Columbia, South Carolina

10 of 10 am

ELECTRONICALLY FILED - 2019 Aug 13 10:22 AM - RICHLAND - COMMON PLEAS - CASE#2019CP4004463

STATE OF SOUTH CAROLINA	)	**IN THE PROBATE COURT**
	)	**Estate Number: 2017-GC-40-36**
COUNTY OF RICHLAND	)	
IN THE MATTER OF:	)	
THE JANET B. BROOKER TRUST	)	
	)	
Julia B. Brooker,	)	
Petitioner,	)	**NOTICE OF INTENT TO APPEAL TO CIRCUIT COURT**
vs.	)	
	)	
Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust,	)	
Respondents.	)	

Pursuant to SCPC 62-1-308, Appellant hereby provides his/her/its Notice of Appellant's Intent to Appeal the Order/Sentence/Decree of the Probate Court dated August 5, 2019. Said Order/Sentence/Decree was received by the Appellant or Appellant's counsel on August 5, 2019. A copy of said Final Order is attached.

Respectfully submitted,

SWORN to before me this 8th day of August, 2019.

Notary Public for: South Carolina

My Commission Expires: May 27, 2021

Signature: Beacham O. Brooker, Jr.

Print Name: Beacham O. Brooker, Jr.

Address: 754 Kilborne Road
Columbia, SC 29205

Telephone (Work): _____

(Home): (803) 771-9096

(Cell): (803) 315-8951

Email: b_brooker@bellsouth.net

Relationship to Decedent/Estate: Trustee, Beneficiary and Respondent

Attorney: Thornwell F. Sowell & Bess J. DuRant
Sowell & DuRant,LLC

Address: 1325 Park Street, Suite 100
Columbia, SC 29201

Telephone: (803) 722-1100

Email: bsowell@sowelldurant.com
bdurant@sowelldurant.com

IMPORTANT:

1. This Notice must be filed with the Probate Court, the Circuit Court, and all parties not in default within ten (10) days after receipt of written notice of the appealed-from order, sentence, or decree of the Probate Court. Parties must comply with requirements set forth in SCPC 62-1-308.

2. This form is not intended for appeals other than appeals to the County Circuit Court. An Appeal to a Court other than the County Circuit Court must follow SCPC 62-1-308(l) and the South Carolina Appellate Court Rules, as applicable.

FORM #356ES (1/2014)
62-1-308

STATE OF SOUTH CAROLINA)
) IN THE PROBATE COURT
COUNTY OF RICHLAND) Estate Number: 2017-GC-40-36

IN THE MATTER OF:
THE JANET B. BROOKER TRUST

Julia B. Brooker,

Petitioner,

vs.

Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust,

Respondents.

NOTICE OF INTENT TO APPEAL TO CIRCUIT COURT

ELECTRONICALLY FILED - 2019 Aug 13 10:22 AM - RICHLAND - COMMON PLEAS - CASE#2019CP4004463

Pursuant to SCPC 62-1-308, Appellant hereby provides his/her/its Notice of Appellant's Intent to Appeal the Order/Sentence/Decree of the Probate Court dated August 5, 2019. Said Order/Sentence/Decree was received by the Appellant or Appellant's counsel on August 5, 2019. A copy of said Final Order is attached.

Respectfully submitted,

SWORN to before me this 9 day of August, 2019.

Notary Public for: Lincoln County, Wyoming
My Commission Expires: 2-11-23

LORI BELL - NOTARY PUBLIC
County of Lincoln
State of Wyoming
My Commission Expires February 11, 2023

Signature:
Print Name: Ellen B. Corontzes
Address: 809 Woodland Drive
Columbia, SC 29205
Telephone (Work):
(Home): (803) 782-6161
(Cell): (803) 238-6223
Email: ecorontzes@sc.rr.com
Relationship to Decedent/Estate: Beneficiary and Respondent

Attorney: Thornwell F. Sowell & Bess J. DuRant
Sowell & DuRant,LLC
Address: 1325 Park Street, Suite 100
Columbia, SC 29201
Telephone: (803) 722-1100
Email: bsowell@sowelldurant.com
bdurant@sowelldurant.com

IMPORTANT:

1. This Notice must be filed with the Probate Court, the Circuit Court, and all parties not in default within ten (10) days after receipt of written notice of the appealed-from order, sentence, or decree of the Probate Court. Parties must comply with requirements set forth in SCPC 62-1-308.

2. This form is not intended for appeals other than appeals to the County Circuit Court. An Appeal to a Court other than the County Circuit Court must follow SCPC 62-1-308(l) and the South Carolina Appellate Court Rules, as applicable.

FORM #356ES (1/2014)
62-1-308

ELECTRONICALLY FILED - 2019 Aug 13 10:22 AM - RICHLAND - COMMON PLEAS - CASE#2019CP4004463

STATE OF SOUTH CAROLINA)	**IN THE PROBATE COURT**
)	**Estate Number: 2017-GC-40-00036**
COUNTY OF RICHLAND)	
	)
IN THE MATTER OF THE JANET B. BROOKER TRUST	)
	)
Julia B. Brooker,	)
Petitioner,	)
	)
vs.	)
	) **ORDER ALLOWING ATTORNEY'S FEES**
Beacham O Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust; and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust,	)
	)
Respondents.	)
	)

FILED
2019 AUG -5 P 3:29
AMY W. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

THIS MATTER COMES BEFORE THE COURT upon the filing of an Affidavit in Support of Award of Attorney's Fees and Reimbursement of Expenses, by Attorney James. M. Griffin on behalf of his client Julia Brooker ("Petitioner") on February 28, 2019. The Affidavit asks for this Court to award attorney's fees and reimbursement to Julia Brooker for cost paid by her in the matter of the Janet B. Brooker Trust, case number 2017-GC-40-00036, from the Janet B Brooker Trust ("Trust"). Respondents, through their attorneys Thornwell F. "Biff" Sowell, III and Bess J. DuRant, of the law firm Sowell Durant, filed a Memorandum in Opposition to Petitioner's Fee Affidavit on April 10, 2019.

A hearing on the matter was scheduled and held on May 22, 2019. All parties were sent Notice of Hearing. All parties were present at the hearing with their respective counsels.

At the hearing, the Court heard arguments from both sides about the appropriateness of awarding attorney's fees in this case, including arguments based on the experience of the attorneys' on either side, and the differences in hourly rate charged by each set of attorneys based on that experience. Mr. Griffin argued that Respondents' legal fees are being paid by the Janet B. Brooker Trust, while Petitioner personally paid the fees and costs of her attorney. This court notes that after the hearing on the fee issue, this court issued its ruling in the case in favor of the Petitioner.

Because the remaining Trust corpus is to be split evenly between Respondents and Petitioner after the distribution ordered in this Court's Order filed June 20, 2019, having the Trust be responsible for some attorney's fees advantages some beneficiaries over others, reducing the amount of corpus left to be distributed to all beneficiaries. The Court views this as inequitable. For

this reason, the Court required Respondents' to provide their itemized legal bill so that a comparison could be made with that of the Petitioner's.

The Probate Court has authority to award attorney's fees in this trust matter pursuant to S.C. Code Ann. § 62-7-1004 which states "In a judicial proceeding involving the administration of a trust, the court, as justice and equity may require, may award costs and expenses, including reasonable attorney's fees, to any party, to be paid by another party or from the trust that is the subject of the controversy.

After reviewing the legal bills and professional fees of both Respondents and Petitioner and finding them comparable, and weighing the equities of the case, Petitioner's Motion for Attorney's Fees and Reimbursement **IS HEREBY GRANTED**.

THE COURT FURTHER ORDERS THAT Petitioner's attorney's fees and reimbursement be paid out of the corpus of the Janet B. Brooker Trust, along with Respondents' attorney's fees.

IT IS SO ORDERED.

Amy W. McCulloch Judge
Richland County Probate Court

August 5, 2019
Columbia, South Carolina

ELECTRONICALLY FILED - 2019 Aug 13 10:22 AM - RICHLAND - COMMON PLEAS - CASE#2019CP4004463

ELECTRONICALLY FILED - 2019 Nov 05 1:42 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4006229

FILED
2019 NOV -5 P 12:03

STATE OF SOUTH CAROLINA	)	**IN THE PROBATE COURT**
	)	**Estate Number: 2017-GC-40-36**
COUNTY OF RICHLAND	)	
IN THE MATTER OF:	)	
THE JANET B. BROOKER TRUST	)	
	)	
Julia B. Brooker,	)	
Petitioner,	)	**NOTICE OF INTENT TO APPEAL TO CIRCUIT COURT**
vs.	)	
	)	
Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust,	)	
Respondents.	)	

Pursuant to SCPC 62-1-308, Appellant hereby provides his/her/its Notice of Appellant's Intent to Appeal the Order/Sentence/Decree of the Probate Court dated October 28, 2019. Said Order/Sentence/Decree was received by the Appellant or Appellant's counsel on October 28, 2019. A copy of said Final Order is attached.

Respectfully submitted,

SWORN to before me this 31st day of October, 2019.

Notary Public for: South Carolina

My Commission Expires: May 27, 2026

Signature:

Print Name: Beacham O. Brooker, Jr.

Address: 754 Kilborne Road
Columbia, SC 29205

Telephone (Work):
(Home): (803) 771-9096
(Cell): (803) 315-8951
Email: b_brooker@bellsouth.net

Relationship to Decedent/Estate: Trustee, Beneficiary and Respondent

s/ Bess J. DuRant (SC Bar # 77920)
Attorney: Thornwell F. Sowell & Bess J. DuRant
Sowell & DuRant,LLC
Address: 1325 Park Street, Suite 100
Columbia, SC 29201
Telephone: (803) 722-1100
Email: bsowell@sowelldurant.com
bdurant@sowelldurant.com

IMPORTANT:

1. This Notice must be filed with the Probate Court, the Circuit Court, and all parties not in default within ten (10) days after receipt of written notice of the appealed-from order, sentence, or decree of the Probate Court. Parties must comply with requirements set forth in SCPC 62-1-308.

2. This form is not intended for appeals other than appeals to the County Circuit Court. An Appeal to a Court other than the County Circuit Court must follow SCPC 62-1-308(l) and the South Carolina Appellate Court Rules, as applicable.

FORM #356ES (1/2014)
62-1-308

ELECTRONICALLY FILED - 2019 Nov 05 1:42 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4006229

FILED
2019 NOV 5 P 12:02

STATE OF SOUTH CAROLINA)	**IN THE PROBATE COURT**
)	**Estate Number: 2017-GC-40-365**
COUNTY OF RICHLAND)	
IN THE MATTER OF:)	
THE JANET B. BROOKER TRUST)	
)	
Julia B. Brooker,)	
Petitioner,)	**NOTICE OF INTENT TO APPEAL TO CIRCUIT COURT**
vs.)	
)	
Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust,)	
Respondents.)	

Pursuant to SCPC 62-1-308, Appellant hereby provides his/her/its Notice of Appellant's Intent to Appeal the Order/Sentence/Decree of the Probate Court dated October 28, 2019. Said Order/Sentence/Decree was received by the Appellant or Appellant's counsel on October 28, 2019. A copy of said Final Order is attached.

Respectfully submitted,

SWORN to before me this 1st day of November, 2019.

Notary Public for: South Carolina

My Commission Expires: May 27, 2026

Signature: Ellen B Corontzes

Print Name: Ellen B. Corontzes

Address: 809 Woodland Drive
Columbia, SC 29205

Telephone (Work):
(Home): (803) 782-6161
(Cell): (803) 238-6223
Email: ecorontzes@sc.rr.com

Relationship to Decedent/Estate: Beneficiary and Respondent

Attorney: Thornwell F. Sowell & Bess J. DuRant
Sowell & DuRant,LLC

Address: 1325 Park Street, Suite 100
Columbia, SC 29201

Telephone: (803) 722-1100

Email: bsowell@sowelldurant.com
bdurant@sowelldurant.com

IMPORTANT:

1. This Notice must be filed with the Probate Court, the Circuit Court, and all parties not in default within ten (10) days after receipt of written notice of the appealed-from order, sentence, or decree of the Probate Court. Parties must comply with requirements set forth in SCPC 62-1-308.

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FORM #356ES (1/2014)
62-1-308

ELECTRONICALLY FILED - 2019 Nov 05 1:42 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4006229

STATE OF SOUTH CAROLINA) **)** **COUNTY OF RICHLAND)**	**IN THE PROBATE COURT** **Case Number: 2017-GC-40-00036**
IN THE MATTER OF THE JANET B. BROOKER TRUST **Julia B. Brooker,** **Petitioner,** **vs.** **Beacham O Brooker, Jr., in his official Capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust; and Ellen B. Corontzes individually as a Beneficiary of the Janet B. Brooker Trust,** **Respondents.**	**ORDER REGARDING MOTION FOR RECONSIDERATION AND TO ALTER OR AMEND UNDER RULES 52 AND 59(e), SCRCP**

2019 OCT 23 P 2:52

THIS MATTER COMES BEFORE THE COURT upon the filing of a Motion to Reconsider and to Alter or Amend Under Rules 52 and 59(e) (hereinafter "Motion") by Beacham O. Brooker (hereinafter "Beacham"), in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontez (hereinafter "Ellen"), individually as a Beneficiary of the Janet B. Brooker Trust, (hereinafter collectively "Respondents") through their attorneys Thornwell F. Sowell, III and Bess J. DuRant, filed on July 1, 2019. Julia B. Brooker (hereinafter "Julia"), through her attorneys James M. Griffin and Margaret N. Fox, filed a Response in Opposition to the Motion for Reconsideration on August 29, 2019. Rule 59(f), SCRCP, allows for a Rule 59(e) motion "in the discretion of the Court [to] be determined on briefs filed by the parties without oral argument."

The Motion asks this Court to reconsider and to alter or amend its Order Calculating Equalization Distribution of Lifetime Gifts (hereinafter "Order") dated June 22, 2019 and filed June 20, 2019. In the Order, the Court concludes that the language "lifetime gifts" in the equalization provision of the Janet B. Brooker Trust (hereinafter "Trust") included gifts Janet B. Brooker (hereinafter "Decedent" or "Settlor") made to the spouses and children of Beacham and Ellen prior to the creation of the Trust on October 16, 2007. The Court found that it was the Decedent's intent to have Julia B. Brooker (hereinafter "Julia") equalized at her death, therefore, the equalization provision was interpreted so that Julia would receive half of the sum total of all

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ELECTRONICALLY FILED - 2019 Nov 05 1:42 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4006229

lifetime gifts made to the spouses and children of Beacham and Ellen, plus five percent interest, as calculated on the date of payment so that she may be equalized.

Respondents request the Court explicitly rule on the threshold question of whether the Trust Agreement is ambiguous (Motion at 2). Respondents also argue that the Court ignored the intent of the Settlor in making its findings and rendered the phrase "[f]rom the date of this trust forward, the Trustee shall…" meaningless (Motion at 2, 3). Respondents' further claim the Court erroneously relied on the testimony of Julia in violation of the Dead Man's Statute and the parol evidence rule (Motion at 3, 4).

This Court considers Respondent's Motion and offers clarifications of its Order as set forth below.

The Equalization Provision of the Janet B. Brooker Trust Is Ambiguous

Respondents argue that the Court did not explicitly rule on the threshold question of whether the Trust Agreement or its equalization provision is ambiguous (Motion at 2). The Court has previously determined that the equalization provision is ambiguous, however, for clarification, the Court explicitly rules that the equalization provision of the Janet B. Brooker Trust is ambiguous. Even Beachum and his witness, drafting attorney Steven Johnson, had different interpretations of the Settlor's intent regarding how to interpret the equalization calculation in the Trust document.

The Court Made Specific Findings and Conclusions Regarding the Settlor's Intent

Respondents argue that the Court ignored the intent of the Settlor in making its findings (Motion at 2). The Court determined that the Settlor's intent was for Julia not to be disadvantaged or treated differently because she did not have a spouse or children and that Julia should be equalized at the time of Janet's death (Order at 10, 11). The Court based this determination on the plain language of the Janet B. Brooker Trust as well as the situation and purposes of the parties at the time the Trust was created. *See Schulmeyer v. State Farm Fire and Casualty Company*, 353 S.C. 491, 579 S.E.2d 132 (2003); *Columbia East Associates v. Bi-Lo Inc.*, 299 S.C. 515, 386 S.E.2d 259 (Ct. App. 1989).

When considering the plain language of the Trust as a whole, "equal shares" appears twice, indicating that the Settlor intended her children to receive equally under the Trust:

- Article V (1)(b), General Distribution of Personal and Household Effects with a Mandatory Memorandum: "In default of such memoranda, or to the extent that such memoranda do not completely or effectively dispose of such property, the rest of the

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Settlor's personal and household effects of every kind shall be distributed to the Settlor's children surviving the Settlor, in approximately equal shares…"

- Article VI, Trust Estate to Settlor's Issue: "Upon the death of the Settlor, the Trust Estate (which shall include any property which may be added from the Settlor's General Estate) shall be held in trust or paid over and distributed to the Settlor's surviving children in equal shares…"

Considering the context in which the Trust uses the phrase "equal shares" to indicate that the Settlor's intent was for her surviving children to receive equal shares of personal and household effects and of the Trust Estate, it follows that the Settlor's intent of the equalization provision in Article V(2) was also to ensure her children received equally, and therefore that Julia would be made equal as to all the lifetime gifts made to the spouses and children of Beacham and Ellen upon the Settlor's death.

Further, in determining the situation and purposes of the Settlor at the time the Trust was created, the Court also relied on the testimony of Steven Johnson, who testified on behalf of the Respondents. According to Johnson, the Settlor did not want Julia to be disadvantaged as a result of the lifetime gifts to the spouses and children of Beacham and Ellen since Julia was not married and had no children (Trial Tr. 102:6-11). Based on this express desire by the Settlor, Johnson testified that he told the Settlor that he could put in a provision to "catch up" Julia for gifts made to Beacham and Ellen's spouses and children (Trial Tr. 102:11-14).

Mr. Johnson further testified that, after the family meeting on September 25, 2001, he asked his paralegal to "prepare a codicil with an equalization provision in it" (Trial Tr. 135:4-8). The Court found persuasive the Draft First Codicil to Last Will and Testament of Janet Bloom Brooker, Plaintiff's Exhibit 9, which in pertinent part reads:

> "I give, devise and bequeath such amount necessary to equalize for gifts given to any child of mine during my life. Thus, to the extent that I have not equalized for such gifts during my lifetime, I direct that at the time of my death my Personal Representative determine what gifts I made and whether I accomplished equalization and if not then I direct my Personal Representative to make equalizing gifts to my children or to such child's issue, per stirpes. Such equalization shall be made for the value of the gift given at the time such gift was made with no interest thereon."

Mr. Johnson agreed that this draft codicil created by his paralegal does not make a distinction between gifts given before and after the Trust was created (Trial Tr. 136:25 – 137: 1-5).

Additionally, the Court relies on the To Do List of Mr. Johnson's estate paralegal, submitted as Plaintiff's Exhibit 11, which states: "Need to know the amount of annual exclusion gifts to the children of Beach and Ellen, as well as the spouses of Beach and Ellen, beginning in

ELECTRONICALLY FILED - 2019 Nov 05 1:42 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4006229

May of 1997. The amount of these gifts will accrue interest at 5% from the date of the gift until the amount is distributed to Julia." This exhibit clearly indicates the Trust's equalization provision included the lifetime gifts made before the Trust was created.

Based on the above testimony and the evidence submitted, the Court considered the Settlor's intent and determined that it was for Julia not to be disadvantaged or treated differently because she did not have a spouse or children (Order at 10, 11). As such, the Court determined that all lifetime gifts made to the spouses and children of Beacham and Ellen were to be included in the equalization distribution in order to ensure Julia were made equal (Order at 8).

The Court Determined that the Phrase "[F]rom the Date of This Trust Forward, the Trustee Shall..." Indicates the Beginning of Beacham's Duties as Trustee

Respondents argue that the Court rendered the phrase "[f]rom the date of this trust forward, the Trustee shall..." within the equalization provision meaningless (Motion at 3). The Court determined that this phrase plainly marks the beginning of Beacham's duties as Trustee.

Respondents argue that this language was not "imposing a duty on the Trustee to equalize Beach, Ellen, and Julia for gifts made prior to the Trust and the Settlor had substantially better knowledge as to the gifts she made to each child and grandchild prior to the Trust" (Motion at 3.) Respondents quote *In re Matter of Decker,* 322 S.C. 215, 219, 471 S.E.2d 462, 463 (1995), claiming that "no word, clause, sentence, provision or part shall be rendered surplusage, or superfluous...." however the portion cited applies to statute interpretation, not contract interpretation. Contract precedent determines that interpretation of the language in a testamentary trust must be reasonably supported by a plain reading of the document as a whole. *See Epworth Children's Home v. Beasley,* 365 S.C. 157, 167, 616 S.E.2d 710, 715 (2005); *Harper v. South Carolina Tax Commission,* 267 S.C. 144, 149, 226 S.E.2d 699, 701 (1976). Therefore, the Court determined that the plain reading of the phrase "[f]rom the date of this trust forward, the Trustee shall..." indicates the beginning of the Trustee's duties.

Further, although the Settlor may have had substantially better knowledge of the gifts she made to each child and grandchild prior to the Trust, the gifts were accurately identified by accountant George Durant via bank and investment statements of the Settlor (Order at 12). The sum total of all lifetime gifts was calculated to be $997,869.83 (Order at 8). Therefore, this point is moot.

The Court's Order is not Based on Evidence Prohibited by the Dead Man's Statute

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Respondents contend the Court erroneously relied on Julia's testimony in violation of the Dead Man's Statute and the parol evidence rule (Motion at 3-4). This argument is without merit. There is no indication under the "Findings of Facts and Conclusions of Law" section of the Order that supports the assertion that the Court's decision is based, in whole or in part, on the testimony of Julia Brooker. The only allusion to Julia's testimony in the Order is found under a summary of all testimony provided by witnesses at the hearing. As set forth in the summary, Julia was permitted to testify as to what she believed her mother's intent was "as to the 2007 estate plan and the Trust" (Order at 5). A review of the transcript of her testimony illustrates that the Court carefully circumscribed the scope of her testimony. Julia was not permitted to testify as to any communications she had with her mother about her mother's intentions regarding the equalizing provision in the Trust. Rather, she was permitted to provide background information and to testify that in family meetings with Steve Johnson, she was told by Steve Johnson that her mother intended to "catch her up at the end" (Trial Tr. 254:1). This Court correctly ruled that such testimony is not prohibited by the Dead Man's Statute, nor is it prohibited from the Court's consideration based on a claim of attorney-client privilege (Id. at 254:23-255:11).

Moreover, the information provided to Julia in her testimony was duplicative of the information provided through Steve Johnson's testimony and documents introduced in to evidence. As recognized by the Court (Id. at 254:5-8), Mr. Johnson mimicked Julia's testimony that it was the Settlor's intent to catch Julia up at the end because Janet did not want Julia to be disadvantaged (Id. at 102:6-14). The gifts made by Janet Brooker prior to 2007, as testified by George Durant, were identified by the bank and investment account statements of Janet Brooker. Given the introduction of this evidence from permissible sources other than Julia, Respondents cannot support their argument that the Order necessarily relied on impermissible testimony provided by Julia.

The Court's Order Need Not Address the Admissibility of Parol Evidence

Lastly, Respondents never objected to parol evidence being considered by the Court during the hearing. A party cannot use a motion to alter or amend a judgment to present an issue that the party could have raised prior to judgment but failed to do so. *MailSource, LLC v. M.A. Bailey & Associates, Inc.*, 356 S.C. 370, 374, 588 S.E.2d 639, 641 (Ct. App. 2003). Therefore, the Court need not address the admissibility of parole evidence.

Upon review of the Order and consideration of Respondent's Motion for Reconsideration and to Alter or Amend and Petitioner's Response, the Court confirms and clarifies its Order

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Calculating Equalization Distribution of Lifetime Gifts dated June 22, 2019 and filed June 20, 2019.

THEREFORE, IT IS HEREBY ORDERED THAT respondents Motion to Reconsider and to Alter or Amend the Order issued by this Court dated June 22, 2019 and filed June 20, 2019, has been considered, and the Court hereby clarifies its Order.

AND IT IS SO ORDERED.

The Honorable Amy McCulloch
Judge, Richland County Probate Court

October 28, 2019
Columbia, South Carolina

ELECTRONICALLY FILED - 2019 Nov 05 1:42 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4006229

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	) COURT OF COMMON PLEAS) 2019-CP-40-03582
In The Matter of the Janet B. Brooker, et. al. vs. Beacham O. Brooker, Jr., et. al. DEFENDANT	) TRANSCRIPT OF RECORD) March 3, 2021) WebEx

B E F O R E:

THE HONORABLE R. KIRK GRIFFIN.

A P P E A R A N C E S:

THORNWELL F. SOWELL, III, ESQ.
Attorney for the Plaintiffs

JAMES M. GRIFFIN, ESQ.
Attorney for the Defendants

KESHIA REED
Official Court Reporter

Judge McCollough relied upon this. And you'll see it in the transcript. We broke the trial down so that Beach, who was the trustee and who was the PR, could compare George Durant's calculations with his own records and come back to court and say are there issues here, do we have problems and that's why it didn't go from day one to day two. It went from day one, there's a break and the break for the trustee to examine our forensic accountant's records and to see are there issues with it, do you have problems with it. And it came back and the records were solid, the math is solid and there was no significant issue. I mean, there's interpretation of the trust, but the fact that $997,000 was given before Ms. Brooker executed the trust is undisputed. And, again, as I say down here, Steven Johnson testified that he was not aware of the mother giving this amount of money in lifetime gifts prior to the date of the trust.

Now, I'm going back to what I mentioned earlier. Judge McCollough then concluded that lifetime gifts mean lifetime gifts, not gifts after a certain date of a trust that was executed. But then she also said because the reason she concludes that is because mother's intent as glean from the documents, glean from, you know, the testimony of Steve Johnson that Julia not be disadvantaged. And that Steven Johnson was unaware of the

significant contributions before, but Judge McCollough has to then take a equally -- well, frankly she has to take a more aggressive interpretation of the plain language in this provision in order to equalize it. And, again, as I said, the mathematical formula is that you would add up as what we said that Julia would get 2.9 million dollars because that's the grand total of lifetime gifts plus interest at 2.9 million dollars.

Judge McCollough said, no, that be a windfall and the goal was to equalize it. So in order to get Julia's award, we're going to take the sum of A and B and we're going to divide it by two because each one of them are brother and sister would have gotten half of this. Well, they wouldn't have gotten half of this. They wouldn't have gotten any of the interest, but they would have got half of this. And so we're dividing that by two. Otherwise, Julia would get a windfall.

Now, we didn't appeal that because what Judge McCollough's ruling does it catches Julia up. It makes her equal. It doesn't get anybody a windfall. They're not complaining about this application because it provides equality, but what they want is a $997,000 windfall here plus interest at 1.8 million, you know, net that back. They want your Honor to give them a windfall by cutting off $970,000 of lifetime gifts that were given before the

date of the trust even when Steven Johnson who prepares an equalization document includes gifts that predated the trust and his evaluation because that's what he knew about. He did not know $997,000. And, you know, for that reason your Honor, we think strongly believe that Judge McCollough got it right. She didn't -- she took her time. And I know your Honor will, but she had the benefit of weighing the credibility of the witnesses, comparing the contradictory internal documents of Steven Johnson's office, comparing the limitations in his testimony that he was unaware of the roughly one million dollars of lifetime gifts that were given. And he says to that had I known what I would have told her is to catch up today and then we'll go from there, but he didn't know about it. So he couldn't give that advice.

And there's only one way to interpret this trust agreement where it's equal for the three children, which is all Ms. Janet Brooker ever wanted and that is how Judge McCollough did. If you reverse this case, if you apply their interpretation, Brother Beach and Brother Ellen get a windfall to the tune of $997,000 plus interest. And we respectfully request you shouldn't do that. Thank you.

THE COURT: Thank you, Mr. Griffin.

Mr. Sowell.

MR. SOWELL: Your Honor, may I have about four

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

State of South Carolina) In the Probate Court
)
County of Richland) Case No: 2017-GC-40-00036

IN THE MATTER OF:
The Estate of Janet B. Brooker Trust
(C.A. 2015-ES-40-00662

Julia B. Brooker

Petitioner,

vs.

Beacham O. Brooker, Jr., in his official capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust and Ellen B. Corontzes individually as Beneficiary of the Janet B. Brooker Trust

Respondents.

Transcript of Proceeding

The within proceeding was taken before Jennifer L. Thompson, CVR-M, Nationally Certified Verbatim Court Reporter and Notary Public in and for the State of South Carolina, commencing at the hour of 10:00 a.m., February 5 & 7, 2019, at the Richland County Judicial Center, Probate Court, Columbia, South Carolina.

Reported by:

Jennifer L. Thompson, CVR-M

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ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

INDEX OF EXAMINATION

JULIA B. BROOKER

Direct Examination By Mr. Griffin 15
Further Examination By The Court 188
Further Examination By Mr. Griffin 250
Further Examination By Ms. Durant 265
Further Examination By Mr. Griffin 267

GEORGE DURANT

Direct Examination By Mr. Griffin 31
Cross Examination By Mr. Sowell 57
Re-direct Examination By Mr. Griffin 82
Further Examination By The Court 270

STEVE JOHNSON

Examination By Mr. Sowell 95
Cross Examination By Mr. Griffin 123
Re-direct Examination By Mr. Sowell 149

BEACHAM O. BROOKER, JR.

Examination By Mr. Sowell 165
Cross Examination By Mr. Griffin 170
Examination By The Court 173
Further Examination By The Court 187
Further Examination By The Court 193
Further Examination By Mr. Sowell 209
Further Examination By Mr. Griffin 223
Further Examination By Mr. Griffin 244

WILLIAM REYNOLDS

Examination By Mr. Sowell 180
Cross Examination By Mr. Griffin 184

Certificate 283

INDEX OF EXHIBITS

(All Exhibits were retained by The Court)

COURT'S EXHIBITS

Exhibit No. 1 Email from Judicial Law Clerk to Counsel 207

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

PETITIONER'S EXHIBITS

Exhibit No. 1 Trust Agreement 8
Exhibit No. 2 Handwritten Letter to William Sellers 24
Exhibit No. 3 List of Documents Examined by Mr. George DuRant 36
Exhibit No. 4 Summary & Analysis of George DuRant 48
Exhibit No. 5 Todd & Johnson Documents 51
Exhibit No. 6 Amended Exhibit No. 4 by Mr. DuRant 56
Exhibit No. 7 Todd & Johnson Billing Records 129
Exhibit No. 8 Handwritten Meeting Notes of Steve Johnson 132
Exhibit No. 9 Codicil 135
Exhibit No. 10 Estate Planning Documents 139
Exhibit No. 11 Billie McMahan Notes 147
Exhibit No. 12 Email 229
Exhibit No. 13 Email
Exhibit No. 16 Duplicate P-Exhibit No. 6 279
Exhibit No. 17 Handwritten Calculation 279

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

RESPONDENTS' EXHIBITS

Exhibit No. 1 Spreadsheet 65
Exhibit No. 2 LWAT Janet B. Brooker 98
Exhibit No. 3 Email 105
Exhibit No. 4 Email 113
Exhibit No. 5 Email 159
Exhibit No. 6 Email 209
Exhibit No. 7 Chart 215
Exhibit No. 8 Thumb Drive 217
Exhibit No. 14 Email 241
Exhibit No. 15 Email 243

[Exhibits 14 and 15 were inadvertently numbered out of sequence by the Court Reporter.]

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

also recognize that we don't have a jury, and I think primarily we have these prohibitions because we don't want the jury pool tainted and you certainly can argue well, the judge is the fact finder and the law determiner shouldn't be tainted either, but I feel like I can separate. If we tap over, I can separate.

MS. DURANT: Yes, Your Honor, thank you.

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DIRECT EXAMINATION

BY MR. GRIFFIN:

Q Julia, how old are you?

A Sixty-five.

Q Where were you born and raised?

A I was born in Columbia, South Carolina and raised in Columbia, South Carolina.

Q Who are your parents?

A Janet Bloom Brooker and Beacham Owens Brooker.

Q Have you had any siblings?

A Yes, two.

Q Who are your siblings?

A My brother Beacham Owens Brooker, Jr. and my sister Ellen Brooker Corontzes.

Q Are they here in the courtroom today?

A They are.

and then they spinned off another company, Lockheed Martin Aggregates, which we were allowed to buy stock in that company or switch to that company if we choose to.

Q And how has Lockheed Martin done over the years as an investment?

A Nice. It's done very well. It's defense stock, and one of the biggest I guess defense stocks in the country along with Boeing.

Q Julia, have you ever been married?

A No.

Q Do you have any children?

A No.

Q How about your brother Beach?

A He's married with two daughters.

Q Do you roughly remember when he got married?

A 1988 or '87.

Q And he's been married ever since?

A Yes.

Q And what is his wife's name?

A Elizabeth Kennedy Brooker. And I call her Beth.

Q So Beach and Beth. Do Beach and Beth have children?

A They have two daughters, yes.

Q What are their children's names?

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

A From my understanding, yes, they did. They started in South Kilbourne kindergarten, I think. Kilbourne Park Kindergarten. And then went to Hammond from first grade on, I believe.
Q Did they go to college?
A Yes. Elizabeth went to the University of South Carolina, and Grace went to the University of Colorado.
Q Do you know whether they went to grad school?
A Grace is in grad school right now. Elizabeth has not gone to grad school.
Q Your sister, her name is Ellen?
A Right.
Q And is Ellen married?
A Yes.
Q Do you remember roughly when she got married?
A Yeah, she got married in '89, May of '89.
Q Who is her husband?
A Arthur Constantine Corontzes. He goes by Dino.
Q So Dino and Ellen were married in '89?
A May of '89, Mother's Day weekend.
Q Did Dino and Ellen have children?
A They have two boys.
Q What were the boys' names?
A The oldest one is Arthur Brooker Corontzes, and

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

Q Did she set up trusts for the grandkids when they were born?
A Right, yes. Each grandchild got a trust set up by my mother.
Q Do you remember when?
A Let's see, probably -- Arthur was born in '90, so maybe starting in '92 or '93. Maybe '91. I don't know. Each child got it, I think, as close to their birth.
Q Do you know who your mother's estate lawyer was after your father died?
A Well, at the end, it was Steven Johnson. He had a -- was it a Brice in there with Todd, Al Todd was part of it. And then SCN had -- did some estate work.
Q Did the law firm of Todd & Johnson, as far as you know, always do the estate work for your father?
A No. I don't even know -- I don't know when they came, starting the corporation or the LLC started, but they did a lot of work. South Carolina National was the company's bank and my father and mother's bank and they did some wills and stuff through the trust department there.
Q In addition to trusts set up for the grandchildren, did your mother set up trusts for

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

you and Ellen and Beach?
A She did. In 1997, in May.
Q In May of '97. Do you remember what kind of trusts those were?
A It was a family trust. It was a generation skipping trust that what she put in the trust goes to the children of us.
Q It would skip your generation?
A We were allowed to take income, the interest out of the trust. I went back and read it, and I think it was either $5,000 or 10 percent of the principal per year.
Q Was your generation skipping trust, did it remain in place?
A My generation -- it's still in place.
Q Were there other estate planning -- Well, let me ask, was there a family partnership that was created?
A Yeah. It was the partnership of BBB&C for Brooker Brooker, Brooker, and Corontzes. That was my mom, my brother, and mine and Ellen's first initial of our last name.
Q Who were the members of the family limited partnership?
A Originally, it was my mother, my sister, my

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

brother, myself.
Q Who are the current members?
A My brother and sister and myself.
Q And the three of you own equal shares?
A Equal shares.

MR. GRIFFIN: I'm going to show you what I'm going to mark as Exhibit No. 2, and I'll give the Court Reporter a chance to mark it.

(Whereupon, Handwritten Letter to William Sellers was introduced as Petitioner's Exhibit No. 2.)

BY MR. GRIFFIN:
Q Can you identify what Exhibit No. 2 is for Judge McCulloch?
A It's a handwritten letter from my mother faxed to Bill Sellers.
Q Did you find this document?
A Did I find it? Yes.
Q Where did you locate it?
A Back before my brother was here and my sister lived in Colorado, Dad had surgery, open heart, and at the time, Mom and Dad gave me a lot of documents to hold onto just because I was the only child here and for safekeeping. So I'm just

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

THE COURT: -- based on what you asked him to do.

MR. GRIFFIN: And that's all I want him to testify to.

THE COURT: And I will fully receive that information because God knows not everybody on the street in their boxer shorts can calculate.

MR. SOWELL: Thank you.

THE COURT: You're welcome.

BY MR. GRIFFIN:

Q Knowing I will drawn an objection to this letter to me. I'm going to mark Exhibit No. 3, please.

(Whereupon, List of Documents Examined by Mr. George DuRant was introduced as Petitioner's Exhibit No. 3.)

BY MR. GRIFFIN:

Q Mr. DuRant what is Exhibit No. 3 that I've just marked?

A The first page of Exhibit No. 3 is a listing of the documents that I examined. And these are, the first one, Salomon Smith Barney account. These are brokerage statements for the period indicated. So there are 12 different sets of documents for the periods indicated.

Q And then what's behind in the exhibit?
A Page two is a listing of other documents in addition to the monthly statements on page one, including deposition transcripts. Just the information I reviewed in my work. The third page is marked in the lower right-hand corner, Appendix One. This is a summary of other spreadsheets where I've -- if you look at the first -- the fourth column beneficiary, Arthur B. Corontzes, these are the transfers that I've identified as going to or being gifted to Arthur B. Corontzes for the period indicated in column two. The amount column, of course. The number of days represents, I believe those are the days to May 31, 2018. That was the date of my report. Interest is computed at five percent from the date in column two on the amount in column five.
Q Just before we get into all that. Are the spreadsheets that are attached to Exhibit No. 3 the summary of your work?
A Yes.
Q A detailed summary?
A Yes.
MR. GRIFFIN: Your Honor, we offer Exhibit No. 3 in evidence at this time.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

MR. SOWELL: No objection beyond the one we've already made.

THE COURT: Admitted.

(Petitioner's Exhibit No. 3 was admitted into evidence without objection.)

BY MR. GRIFFIN:

Q Now, George, now that Judge McCulloch has a copy of what you're talking about, can you sort of go back through and explain the first page. There's a listing of accounts. What are these accounts?

A These are Mrs. Brooker's accounts that she had control of. These were produced, I presume, I'm not sure of that, by Salomon Smith Barney or Stephens or First Community Bank. Copies of monthly bank statements, monthly brokerage statements. This is what I used to identify transfers to children and grandchildren and spouses of children.

Q So you actually had the financial statements going back until -- how far back did you have? Do you recall?

A December of 1998 for some.

Q And then you've got on the second page, it says documents produced by William Sellers and there is 1400 pages. Do you recall whether you had access

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

to gift tax returns that Mr. Sellers had prepared?
A Yes. They were gift tax returns. I don't recall this letter you were speaking of earlier, but I -- yes, they were gift tax returns.
Q And did you use the information from the gift tax return as well as the financial statements to do what? What did you do when you gathered all this information?
A Well, for example, if there was a transfer of shares of stock to Arthur Corontzes, that transfer was likely -- I picked it up on the monthly brokerage statement and likely saw it on a gift tax return, reported to the government on a gift tax return. So any clues to what was given, Mrs. Brooker gave to these people, I tried to document it and record it.
Q And the spreadsheets in Exhibit No. 3, Appendix One, the first page identifies the beneficiary and in fourth column from the left, and that says Arthur B. Corontzes?
A Let me just go through this and acclimate all of us. The first column, some of these were actually checks written by Mrs. Brooker. So if it was a check, I recorded the check number; the date of the transfer, second column; a description of the

transfer. Like the first line is a 191 shares of Martin Marietta stock on June 1, 1992, and that was given to Arthur B. Corontzes. The value was $9,979.75. The next column is the number of days from June 1, 1992, to May 31, 2018, the day of my report to you. The next column is interest computed at five percent. The next column is a reference to that transfer, and that is from Mr. Sellers' documents that we were just talking about, Bates stamped number ten. It's also from an account, and right now I'd have to determine what account that is. The next column file and reference. So if I picked up a transfer in brokerage statement and also picked it up on a gift tax return, I would try to document it where it can be located in both places.

Q Okay. Now, you said you did interest calculation of five percent. Did you do that because I asked you to do five percent?

A I did it because you asked me and because I'm working off of the Trust Agreement.

Q So it says to such amounts specified above the date such gift and interest rate of five percent shall be applied. Did you do that?

A Yes.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

BY MR. GRIFFIN:

Q So explain, please.

THE COURT: And if we interrupted your thought, go ahead and kind of collect yourself again.

A Well, I was just thinking, this is what I do. I put numbers to what lawyers write. I'm asked to do this all the time in buy/sell agreements and partnership --

THE COURT: And there could be six different interpretations of what that writing is to mean. And that's where we're going to get into other testimony based on the decedent's intent and conversations, specifically Mr. Johnson's testimony. Which is going to have the heavy weight. So let's understand what you thought you were reading, why you interpreted it that way, and then how you calculated. I fully respect what you're trying to tell me.

THE WITNESS: Thank you, Your Honor. Would you ask me that question again.

BY MR. GRIFFIN:

Q The question is did it make a difference whether one child got 400-and-something thousand dollar

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

MR. SOWELL: Other than the prior objection, I have no objection to this. I mean, I think it's just -- let me ask this. It's just a summary, right, of these things you've been talking about?

MR. GRIFFIN: Right.

BY MR. GRIFFIN:

Q So what's Exhibit No. 4?

A Exhibit No. 4 is the information we were just talking about except interest has been calculated until today instead of May 31, 2018.

Q Did I ask you to prepare Exhibit No. 4 and split the gifts from the date of the trust document?

A Yes.

Q And you've done that on Exhibit No. 4?

A Yes.

Q So that if Judge McCulloch determined the gifts before the date of the trust document are not included, then she could use this document --

A Yes.

Q -- in her ruling?

A That's right.

MR. GRIFFIN: We move Exhibit No. 4 into evidence at this time.

MR. SOWELL: No objection beyond what we've objected to before.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

THE COURT: His interpretation, to be clear?

MR. SOWELL: Yes.

(Petitioner's Exhibit No. 4 was admitted into evidence without objection.)

BY MR. GRIFFIN:

Q So can you walk through this document for Judge McCulloch, please.

A Okay. It's divided, the top half of the analysis is a summary of the gifts prior to October 16,2007. That date is the -- October 16, 2007 is the date of the Trust Agreement. So these are the gifts that I identified in those bank statements and brokerage statements prior to October 16, 2007. And it shows by individual Dino, Arthur, Beacham and Beth, Elizabeth and Grace, the six individuals subject to this Article 5. So that the total of gifts prior to the date of the Trust Agreement was $997,869.83, and interest at five percent from the date of each one of those gifts to today is $829,712.87. The second half are the gifts, again coming exactly off the same spreadsheet that we've been talking about, gifts after October 15, 2007. So a total of gifts to those six people $804,499.23, with interest from the date of the gift through today

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

at five percent, interest was $309,981.94.

Q So what's the grand total of the gifts?

A The grand total of the gifts, $1,802,369.06.

Q Of that, were more given before the date of the trust or after the date of the trust?

A Well, more was given before the date of the trust. $997,869.83 was given before the date of the trust.

Q And the total gifts you've calculated plus interest is what?

A $2,942,063.87.

Q And that is through what date?

A Through today.

Q Okay. You calculated it for today's hearing?

A Yes.

Q And then you have daily interest after February 5, 2019, $246.90?

A On the total. On the grand total, yes.

(Whereupon, Todd & Johnson Documents was introduced as Petitioner's Exhibit No. 5.)

BY MR. GRIFFIN:

Q I'll show you what's marked as Exhibit No. 5. Were you provided a copy of Exhibit No. 5 as part

A I analyzed any transfers to Julia along with Beacham, the son, and Ellen, the daughter. Her brother and sister. Same type of investigation.
Q So is that in Exhibit No. 3?
A No.
Q Did you conclude that there had been some gifts to Julia during this time period?
A In my production to you, there were spreadsheets on all those transfers and -- what was your question?
Q Did you investigate for gifts to Julia?
A I analyzed them, all of that. They weren't relevant to Article 5 of the Trust.
Q Not even if every time a check was written to or on behalf of Dino, Liz, Grace, or Arthur, one went to Julia. You did not care about that?
A I don't know how to answer that. What I did, in my work papers you will see where I analyze all the transfers to the children including the grandchildren with respect to the children. And then the gifts were, I eliminated all the gifts that were equal between Julia, Beacham, and Ellen. After that I really wasn't -- I didn't do anything because it wasn't relevant.
Q Okay. Well, let's look at Appendix One, page

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

Steve Johnson on page 35 of his deposition, "If you read the four corners of paragraph 2, it intends to keep Julie equal with what Beach got and what Ellen got, but not to get her ahead. It says equal, equal means equal to me"?

A Well, you know, my point again is that --

Q I know your point, but you got to answer my question first, with all due respect. Did you read that?

A Did I read what?

Q The extract from his deposition, or his deposition?

A I've already testified that I remember reading it because I testified about it in my deposition. I don't recall it right now. But, again, the four corners, here are the four corners; there's nothing outside of the four corners that I was asked to assume or even -- you know, I have great respect for Steve Johnson. I've relied on him all my career just about since 1986; he's a top lawyer, and I don't dispute a word he says.

Q So you totally disregarded his testimony as the trust and estate's lawyer, the trusted counsel for Janet Brooker and came up with your own construction of this Trust Agreement?

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

A I was not asked to look at all the testimony and make a decision about what this will should have said. I was asked to do an accounting based on what the will actually said, not what it should have said. That's not my area.

Q Let me ask you a couple of different questions and I'll be through, I think. Now, with respect to Exhibit No. 3, which is all of these appendices, and going to a little bit broader question than my question about Hammond donations or tuition payments or whatever they were, you did not try to differentiate in this exhibit whether this was a gift or something else?

A No.

Q So it could have been, you know?

A You're talking in general, any of these.

Q Yeah, in general any of these?

A If a transfer to any of these individuals was documented here, if it was for something else, if it wasn't a gift, I don't know, other than there are certain things not subject to dispute, those of the items reported on a gift tax return, those are obviously gifts. But if there's a transfer or a check for --

THE COURT: I'm interrupting. Do we have the

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

gift tax returns? Are they coming into evidence? Did you rely on any gift tax returns in commuting your document? There's a lot of questions and only one of those you may be able to answer. Why aren't we relying on gift tax returns if we're arguing lifetime gifts?

MR. GRIFFIN: Your Honor, the gift tax returns are incomplete and so --

THE COURT: Why are they incomplete?

MR. GRIFFIN: The didn't file them in all the years. So there were years where they weren't filed. Gifts that are under $12,000 don't have to go on a gift tax return; they were not included on these tax returns.

THE COURT: Did you see any gift tax returns in creating your document?

A Oh yes, Your Honor.

THE COURT: Did you see what was available?

MR. GRIFFIN: Yeah, absolutely.

THE COURT: In my notes, I didn't write down gift tax return. In his initial testimony, I wrote brokerage statements and bank statements, I'm sorry. Thank you.

MR. GRIFFIN: And I think he clarified. He has Sellers reference, that's probably a gift tax

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

return, but I mean he could clarify it.

THE COURT: Sorry to interrupt.

MR. SOWELL: No problem.

BY MR. SOWELL:

Q In your deposition, I wrote down a couple things. One, on line 15 I think you said, "I could not differentiate whether it was a gift or something else." That is still true?

A Yes -- Well, for all items that's true. Some certainly were clearly gifts or not subject to dispute.

Q And you also testified in your deposition, page 17, "As I said, I did not make a determination that they were not gifts."

A Page 17?

Q Yes, it would be page 17 of your deposition.

A What line?

Q I don't know, but I can find it.

A I'm looking at page 17, tell me again what your referring to.

Q Let me see if I can find it. Down at the bottom. Right there, it's line 25.

A I was asked about a $114 transfer to Arthur Corontzes and another for $100, I believe, to Arthur and another for $350, and I answered

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

well -- I was asked, "How did you know that those were gifts to Arthur?' My answer was, "Well, I didn't. As I said, I did not make a determination that they were not gifts. Some of these had 'happy birthday'; some were for Christmas, obviously, December 25th."

MR. SOWELL: Your Honor, I'm through with cross-examination, but I move to strike Mr. DuRant's report and his testimony on the ground that whatever's in here, we don't know whether they're gifts or what the are, particularly Hammond school?

THE COURT: I'm not striking them, but I hear your argument and it's valid.

MR. SOWELL: Thank you.

THE COURT: That is an interpretation that is difficult at best. It would have been lovely had the family sat down through this list and said these are the definite things we agree were gifts. Only they would know collectively.

MS. DURANT: Your Honor, may I --

THE COURT: Are you both going to talk to me?

MR. SOWELL: She wants to confer.

MS. DURANT: Just briefly, I just want to confer with Mr. Sowell before he closes up his

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

cross.

THE COURT: It sounds like you better listen to your attorney.

MS. DURANT: One minute.

[Off the Record]

MS. DURANT: No further questions.

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RE-DIRECT EXAMINATION

BY MR. GRIFFIN:

Q Just very briefly. George, did you look at gift tax returns?

A I did.

Q Were there gift tax returns for every year?

A Not for every year.

Q What's required to be reported on a gift tax return? Is there a threshold amount?

A Well, what's required -- the amount has differed 10,000, 12,000, $14,000 at different times, but a lot of times you will report some of these gifts just to document the value, establish that you're claiming this value for the gift so going forward there's no dispute with the IRS later on. But the statute run on the gift tax return, I believe that's kind of a posture that Bill Sellers might have been following.

Q The initial report you prepared was dated May 31, 2018. Is that right?
A That's right.
Q That was eight months ago?
A Yes.
Q And do you know, have they come forward until today and questioned any of the payments to Hammond or any of these other things?
A I think the only time we've spoken is at my deposition.

MR. GRIFFIN: That's all I have, Your Honor.

MR. SOWELL: Nothing further, Your Honor.

THE COURT: Thank you very much. I assume he can be released from his subpoena, if he's even under subpoena?

MR. GRIFFIN: Please. Please, Your Honor.

THE COURT: No objection?

MR. SOWELL: That's fine, Your Honor.

THE COURT: Sir, you are free to leave.

THE WITNESS: Thank you.

THE COURT: Can we break for lunch without any motions, please?

MR. GRIFFIN: Sure.

THE COURT: I see that it's about 12:30. Can we say two, please?

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

Brooker, who has the privilege. To the extent that they're seeking to waive it through Beach Brooker, to assist him in litigation for him, you would certainly have a conflict to be serving in that capacity as the Trustee. So, if she doesn't have standing, then nobody has standing, and actually, I'm sure that Mr. Johnson would not violate the attorney-client privilege. So I'm -- whether I got standing or not, I feel confident that he would not violate the attorney-client privilege unless it's lawfully been waived.

THE COURT: I need to ask Mr. Johnson a few questions before I rule, please.

Mr. Johnson, it is my understanding based on conversations with the attorneys and possibly at a previous hearing, that after this Trust was drafted and executed, you had a family meeting with the decedent/Settlor was present with her children. Is that an accurate restatement of the facts?

THE WITNESS: Your Honor, I need to look at my time records. I had a meeting with Mrs. Brooker on the 25th of September, with Mrs. Brooker and her family. And then she subsequently came to my office in October, the day

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

the Trust Agreement was signed.

THE COURT: At some point, she authorized you to have a meeting with her family with her present?

THE WITNESS: Yes.

THE COURT: Did you discuss her planning, the reason for this trust document?

THE WITNESS: I did discuss her planning before Mrs. Brooker as well as family members.

THE COURT: I think she waived the privilege by inviting the family to a family meeting where they discussed the issues that relate to this planning document. So I'm going to allow his testimony.

MR. GRIFFIN: Your Honor, just to be clear, there was a subsequent meeting to execute and no family members were present for that.

THE COURT: If the discussion was allowed, and obviously, Mr. Johnson, Mr. Sowell, it's going to be really important that you provide the testimony that established these meetings or this meeting and what, if anything, the conversation was at the meeting and did it differ in private. That would be something they need to reconsider in terms of a form of a privileged communication. If

BY MR. SOWELL:
Q Mr. Johnson --
THE COURT: Mr. Griffin, I welcome your objection at the appropriate time and we will --
MR. GRIFFIN: Thank you, Your Honor.
THE COURT: -- as we did with the dead man's statute, handle it as we get it. I'm sorry, Mr. Sowell.
MR. SOWELL: No problem.
BY MR. SOWELL:
Q Give the court, if you would, your deep background as a lawyer.
A I graduated from law school in 1973. I practiced law with a real estate firm here in Columbia for approximately three years. I worked in the trust department at Bankers Trust of South Carolina for approximately three years. And then in 1980, Al Todd and I formed a law firm of Todd & Johnson.
Q And that law firm has been extant or existing ever since that time?
A That's correct.
Q Although Al Todd prematurely passed away?
A That's correct.
Q Now, Bill Reynolds who is sitting back here, he has been your partner for a period of what years?

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

A Well, Bill has been my partner for at least 15 years.
Q And both of you have been highly regarded by your peers in terms of being elected to Best Lawyers and such stuff as that?
A Well, I have been elected to the Best Lawyers. I have been elected to Super Lawyers. I'm a certified specialist by the South Carolina Supreme Court. I have held various positions in the South Carolina Bar Association, and I currently serve as the Chairman of the Commission on CLE and Special Sanctions for the South Carolina Supreme Court.
Q What field were you given your certification?
A Estate planning and probate.
Q Before the drafting of the Will and the Trust in 2007, had your firm represented the Brooker family?
A According to our records, Al Todd first did some work for the Brookers in the early 80s. He did some estate planning for them. Subsequently, Mr. Brooker died, as Julie testified, in '89 or '90, I don't remember. And I assisted with the administration of Mr. Brooker's estate. After helping with the administration of Mr. Brooker's estate, I assisted Janet Brooker in setting up

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

trusts for the grandchildren. I assisted her in doing a what's known as the QPRT, which stands for qualified personal residence trust on a condominium at DeBordieu. As Julie testified, I assisted her with setting up generation-skipping trusts for the three children, and I believe that was in '97. From '97 up through the time that she came back to see me in 2007, I frankly don't remember that much contact with Mrs. Brooker.

Q Now, during that period of time, say the approximate ten-year period of time leading up to September 2007, had the Martin Marietta stock, now Lockheed Martin stock, appreciated in a significant way?

A I think it was not only the Lockheed Martin stock, but Mrs. Brooker, she owned a house in Columbia, she had an investment account at one of the brokerage firms. The Lockheed Martin stock, as I remember, it paid a good dividend. She didn't have any debts, so her estate in 2007, had become quite large. And I think the person who recognized that was son Beach, and Beach knew that there were going to be some significant estate taxes that were going to have to be paid when Mrs. Brooker died. So Beach recognized that, and

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

Mrs. Brooker came back to me in 2007 to revise her estate planning. It was not just because of the taxes, the taxes are always important, but she went from having a will which would send everything through probate, she wrote a will in a revocable trust. She partially funded that trust so as to avoid probate. She assigned her personal and household effects over into that revocable trust in order to avoid probate. At that point in time, there was a heightened awareness of the -- this was in '07 -- of the need to make some gifts to accelerate her gifting program so that at her death the estate taxes would be somewhat lessened.

MR. SOWELL: One minute, please, Your Honor. Ms. Thompson, will you mark that as Defendant's Exhibit No. 2.

(Whereupon, LWAT Janet B. Brooker was introduced as Defendant's Exhibit No. 2.)

BY MR. SOWELL:

Q I'm going show you what's marked as Plaintiff's Exhibit No. 1. Is that the Trust Agreement you prepared for Mrs. Brooker?

A It is.
Q I'm going show you Defendant's Exhibit No. 2. Is that the Last Will and Testament of Janet B. Brooker with the Trust Agreement appended to it?
A It is, and the Trust Agreement is attached to it.
Q So you prepared both of those documents?
A I did.
Q Now, after this heightened awareness in September of 2007 to make gifts to lessen estate taxes for Janet at her death, did you schedule a family meeting on September 25, 2007?
A There was a meeting on September 25, 2007.
Q Was that to discuss the acceleration of gifts?
A It was, among other things.
Q What was discussed at that meeting?
A That we would accelerate the gifts that Mrs. Brooker was going to make; that we were going to make gifts not only to children and grandchildren, but that we would also make gifts to in-laws. As an estate planner, you know, I was primarily relying on Internal Revenue Code Section 2503 and Code Section 529. And I talked with Mrs. Brooker at that time about the avenues that would be available to her to make gifts to the children, the grandchildren, and the spouses

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

of the children. And when I mentioned to her about making gifts to the spouses --

MR. GRIFFIN: Your Honor, I'm not sure if he's still in this family meeting or some other, so I'm going to object.

THE COURT: This is a private conversation with her?

THE WITNESS: This was a conversation on September 25th, and I believe at that time, Your Honor, my time records will indicate that all the family members were there. That it was a family --

THE COURT: I also think I found a case that deals with it. It's the concept of a lawsuit between the beneficiary's heirs that the conversations between the deceased and the deceased's attorney are not privileged in the sense that the testimony of that particular witness is necessary to resolve litigation between the heirs of the devisees, which is what we have here, in my opinion.

BY MR. SOWELL:

Q All right. Now, was there ever any discussion with Janet Brooker about an equalization for retrospective gifts?

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

A No.
Q Was the only conversation with her related to prospective gifts?
A Yes.
Q Now, when you drafted the Trust Agreement and specifically paragraph 2(a) (b) and (c, which is denominated equalizing distribution to the Settlor's daughter Julia B. Brooker, was that intended by Mrs. Brooker and by you to state that this equalization was only to be made going forward as indicated by subparagraph (a)'s language, "From the date of this trust forward?"
A That is correct?
MR. GRIFFIN: Objection, Your Honor, as to Mrs. Brooker's intent. He can testify to his intent; he can testify what she told him, but he's in her mind now and that's not permissible.
MR. SOWELL: That's precisely what he's here to testify about is her intent.
THE COURT: Right.
MR. SOWELL: He's the only person who can do it.
THE COURT: He can testify about the conversation that they had. What she said is more important that what he thinks she said, is the

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

point.

MR. SOWELL: Correct. And I agree and thank you.

BY MR. SOWELL:

Q What did she say, Janet Brooker?

A As I was testifying earlier, when I suggested to her that she could make annual gifts not only to children and grandchildren, she could make gifts to spouses of children, and she gave me some pushback at that time saying that would disadvantage Julie. And I said well, it will not disadvantage Julie if we catch Julie up at your death as to gifts that are going to be made to the grandchildren as well as the spouses.

Q Did you understand and appreciate from what she said that she was interested in an equalization going forward?

MR. GRIFFIN: Objection, Your Honor. He's testifying what she said --

THE COURT: I think it's in the way you're phrasing your question, Mr. Sowell.

MR. SOWELL: It's fine. Yes, thank you.

THE COURT: I think you asked him if they ever had conversations that were retrospective in this equalization, and he remembers no

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

conversations that were retrospective in the equalization. If you want to ask him a different question that gets more to your point.

BY MR. SOWELL:

Q Did Janet Brooker make statements to you that led you to believe that she only wanted to equalize going forward?

A We never had a discussion about retroactive gifts, so the discussion, the whole discussion centered around gifts going forward.

Q Was there ever any discussion whatsoever about gifts going backward?

A No.

Q I'm going to show you Defendant's Exhibit No. 1 and ask you if you can identify it?

A Yes, this is a schedule that was done by a paralegal in my office that comes up with a figure of $525,528, which is the amount that we computed in determining the amount of the equalization that we felt was due to Julia.

Q Do you continue to believe, along with the Trustee, that amount, the 525,000 and some odd dollars is the amount owed to Julie for the equalization?

A Yes. With this exception: That computation of

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

interest only takes you through the date of death. So she would be entitled to some additional amount of interest on that money.

Q Now, with respect to that issue, additional amount of interest, this number, this $525,000 and some change, was it ever offered or tendered to Julia Brooker or her counsel?

A Well, during the administration of the estate, Julie was represented by a lawyer whose name is David Siddons, and David and I had a number of conversations, and these numbers on this particular page were communicated to David on two occasions by me and then on another occasion brother Beach, who in May of '16, in May of '16, wrote an email --

MR. GRIFFIN: Your Honor, I'm not sure he can testify to what brother Beach told somebody. I'm sorry. Hearsay, objection.

THE COURT: As to what you think Beach told Mr. Siddons, sustained.

A Your Honor, this --

THE COURT: Mr. Sowell, I think --

MR. SOWELL: I thought it was an email.

A It was.

Q -- that you were copied on where Beach made it --

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

THE COURT: That's different.

MR. SOWELL: I know it is.

THE COURT: Am I going to see the email?

MR. SOWELL: Well, I don't think we have -- do we have it?

THE COURT: We got to back off from this.

MR. SOWELL: I don't know whether we have it or not, but he saw it.

THE COURT: Mr. Brooker, who is being referred to as Beach, just so we're clear for the record, can testify what he told Mr. Siddons or we can hear from Mr. Siddons. If we have the email and Mr. Johnson was copied on it, I'll be glad to let you pursue it.

MR. SOWELL: Do we have it? We might.

THE COURT: Show it to Mr. Griffin.

(Whereupon, Email was introduced as Defendant's Exhibit No. 3.)

BY MR. SOWELL:

Q Do you recognize Defendant's Exhibit No. 3?

A I do.

Q What is that?

A It's a letter -- or an email between Julia Brooker and myself. And in paragraph three it says, "I've

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

of gifts prior to '08." Which should've been '07.
Q Now, this doesn't have a date on it, but it makes a reference to you will be out of town until when? Sometime September 21st?
A September.
Q You think that is '16 or '15?
A I'm sorry, I didn't understand your question.
Q All right. Well, let me show you this.
MR. SOWELL: Let's have this marked as Defendant's Exhibit No. 4.
(Whereupon, Email was introduced as Defendant's Exhibit No. 4.)
BY MR. SOWELL:
Q I'm going to show you Defendant's Exhibit No. 4. It's three pages. Do you recognize Defendant's Exhibit No. 4?
A I do.
Q What is Defendant's Exhibit No. 4?
A Attached are the revised calculations on the equalization due Julie pursuant to her mother's Trust.
Q So that's the Trust's position with respect to what she's owed?
A That's correct.
Q And that has the spreadsheet that's already been

put into evidence that has the $525,000 on it?
A That was the calculation that was sent to me.
Q Was it clear from this email and other emails that that money was available to Julia if she wanted it, the 525 plus change?
A As far as I was concerned, and as far as the Trustee was concerned, that money was available to her.
Q And that would've been sometime in 2016, February through May?
A February 24th of '16.
Q With respect to the discussion that I had with Mr. DuRant over (a), (b) and (c) of paragraph 2, which is the equalizing distribution, do you recall his testimony that he believes in his construction, which we object to, that the sum of (a) and (b) above shall be distributed to the Settlor's daughter, Julia B. Brooker, if she shall survive the Settlor. Did you hear that testimony?
A I did.
Q Do you agree with that?
A No.
Q Why not?
A My interpretation or my instructions of Mrs. Brooker's intent was to look at gifts that

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

were given to Ellen's family and to look at gifts that were given to Beach's family from 2007, not looking back looking forward, to determine which was the larger number to add five percent to it and to distribute that much to Julie as an equalizing distribution. So she would not be disadvantaged; she would receive at least as much as of the higher amount that was either going to Ellen's side of the family or to Beach's side of the family. I was not attempting to equalize all gifts between all children. I was just trying to make sure that Julie did not get disadvantaged.

MR. GRIFFIN: Your Honor, just for the record, I move to strike that testimony because it's extrinsic evidence that directly conflicts with the language of the document. Thank you.

THE COURT: It just took me to another place. Yeah. This is a combo of the children.

MR. SOWELL: True.

THE COURT: Not the higher of. Where's that document?

MR. SOWELL: Well, I'll have to ask Steve about that, I guess.

THE COURT: Where's that document?

BY MR. SOWELL:
Q Do you understand what Her Honor is saying?
A Well, the only reason that sheet is prepared like it is is because the gifts were kept equal. But I would stress to the Court that, at that time I wrote the document, I didn't know that the gifts were going to be equal. I mean, one child could've had his tuition paid to Vanderbilt.
THE COURT: Here's the problem. I don't have the documents that were relied on to create this. Where are they? Where are they?
MR. SOWELL: Well, we've got Billie.
THE COURT: We've got Mr. -- who's Billie?
MR. SOWELL: That was Steve's paralegal. She lives somewhere in Montana now.
THE COURT: You can't keep doing this first name thing.
MR. SOWELL: Billie McMahan.
THE COURT: Well, she might've been the paralegal that created it, but this cannot be relied upon if I don't have the documents behind it. Have y'all looked at the documents behind this?
MR. GRIFFIN: No, Your Honor. We've looked at all the documents, and George DuRant did

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

testimony and let's get moving on.

MR. SOWELL: Okay, thank you.

THE COURT: That's not what this is. This chart is not showing me he knew the numbers were equal. This chart D1 is very clearly a combination of what all children and all spouses got and the interest and how they got to this offer of 525.

BY MR. SOWELL:

Q Okay, Mr. Johnson, I'm gonna ask you to take D1 and to explain how D1 was prepared and what the underlying data was that went into D1 as a summary.

A This information was supplied by Beach and we had some notes that were given to us. And from those notes, we prepared these figures. This indicates that on 9/26/07, two gifts of $12,000 were made; that on 10/1/07, $240,000 in gifts were made to a future scholars plans for the grandchildren. It shows that on 1/9/08, two more gifts were made in the amount of $12,000. And it goes from '09 through '15. And each year, the annual exclusion amount, which was $13,000, was multiplied times six. That is two spouses and four grandchildren, to come up with either 78 or $84,000 per year.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

You accrued interest, you accrued interest on those numbers and it was divided by two. Now, this is what happened. This is what was reported to me by Beach or reported to Billie by Beach. It didn't necessarily have to happen like this. And I didn't envision that it was going to be equal. And here's why I didn't envision that it was going to be equal. Internal Revenue Code Section 2503 says you can make an annual gift, and in addition to the annual gift, you can pay for tuition at a college and it doesn't count toward the annual amount. Well, when I was drafting these documents, when I was drafting these documents, as I said earlier, I didn't know whether one spouse would die, one grandchild would die, one grandchild would go to Vanderbilt, one child would go to USC. I didn't anticipate that the gifts would be equal. If they were unequal, if the gifts were unequal, I did not want Julia Brooker to be disadvantaged. So I wanted her to get the higher amount plus I wanted to add five percent to that higher amount for the time value of money. In other words, if you're given a hundred dollars in '07 and you have to wait until mom dies in '15, then you're entitled to the time value of some

Q Do you remember the date of this trust document?
A October 16th '07 .
Q Which is after 9/26/07, correct?
A That's correct.
Q But yet, your position is it should be included in the equalization provision, right?
A Those numbers were provided to me by Beach. My impression was that after the meeting that was held in September of '07, he went out and immediately made the gifts. But when he was compiling the numbers, I don't think he wanted Julie to be disadvantaged on that technicality.
Q When you said Beach went out and made the gifts, did he have her power of attorney back in September 2007?
A He did have her power of attorney. No, no excuse me. The power of attorney was not done until October of '07. The power of attorney was done at the same time the will was done. There was an existing power of attorney that dated back to 1988. I could never locate that power of attorney. I don't know whether it named Mr. Brooker, Sr. and Beach as the alternate. I never found that power of attorney. That's a long way of saying to you when the gift was made prior

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

to October of '07, I'm not sure whether Beach had a power of attorney or not.

Q The other entry that predates the date of the Trust is October 1, 2007, and that's the $240,000 529 contribution?

A That's correct.

Q And that does predate the date of the Trust, correct?

A It does.

Q Now, you testified that in your mind -- you said, "As far as I was concerned, this money was available to Julie." And I think you're referring to the $529,528.

A That's correct.

Q As far as you were concerned, the money was available to Julie. That's as far as you know, correct?

A As far as I know, we would have made that distribution to her at that particular point in time.

Q Was there anything to prevent you from saying "Julie we owe you 525; I know you think you're entitled to more, but here's the 525 that we admit that we owe you." Was there any reason you couldn't do that?

A Client never instructed me to do that.
Q And you didn't do it, did you?
A No.
Q And are you aware that the client is a client?
A The client that I represent was Beach Brooker as Executor of the Estate and Trustee of the Trust.
Q Are you aware that Beach Brooker as Executor of the Estate and Trustee of the Trust looked at your Exhibit No. 1 in his deposition on January 24th 2018 and said there's too much money here going to Julie? Did you know that?
A I wasn't aware of that.
Q Do you know that he disagrees that $240,000 should go to Julie?
A I'm not aware of that.
Q And he didn't offer $525,000, to your knowledge, did he?
A To my knowledge, going back to that email that I saw, he wrote an email to Julie in May of '16 and said to her we've provided you with the figures. That would be the 525 figure, and encouraged her to make a decision on the 525 figure.
Q You were here this morning when George DuRant testified, correct?
A Right.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

Q I think we've got some of those.

(Whereupon, Handwritten Meeting Notes of Steve Johnson was introduced as Petitioner's Exhibit No. 8.)

BY MR. GRIFFIN:

Q Do you recognize Plaintiff's Exhibit No. 8?

A I do.

Q Are these your notes from the meeting?

A Probably, Jim.

Q I think we went over them in your deposition.

MR. GRIFFIN: I'd like to introduce eight into evidence.

MR. SOWELL: No objection.

(Plaintiff's Exhibit No. 8 was admitted into evidence without objection.)

BY MR. GRIFFIN:

Q Mr. Johnson, number one on the list says -- can you read that, it's your handwriting?

A It says, "Do codicil with equalization provision."

Q What do you mean by that?

A I was gonna look at her existing documents and see if I could make just an amendment to her existing documents by doing a codicil with an equalization provision for the gifts that were going to be

given to Julie from that date forward.
Q When you say "existing documents," you mean her existing Will?
A Yes.
Q And then there's other notes down here. It says, "Janet paid for tuition college and private school being done." What do you mean by that?
A I think that I made that recommendation to her in that meeting, and apparently, she was doing that.
Q As part of the gifting program?
A As part of the gifting program.
Q And you don't consider tuition to Hammond to be outside the gifting program?
A No.
Q And then there's an entry for 529 plans, and it says 60,000. What do you recall that being about?
A That was my telling her that she had the availability to make a $60,000 gift into a 529 plan for each one of the grandchildren. So basically, what you could do is take $12,000 multiply it times five, because you could give five years of annual gifts, and that comes up to the $60,000 figure. If you take 60,000 and you multiply it times four grandchildren, that's where the $240,000 gift came in.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

Q And that's what we see on Exhibit No. 1?
A Yes.
Q And then there's an "FLP, look into doing." Is that a family limited partnership?
A It's a family limited partnership. I was encouraging that they consider a family limited partnership to cut down on the estate taxes.
Q And that was done, correct?
A It was not done until 2013.
Q QPRT, I think you mentioned that, qualified --
A Well, she had done in '92, she had done a qualified personal residence trust on her condominium at DeBordieu. The Internal Revenue Code allows you to do two QPRTs. So that recommendation was to do a QPRT on her house here in Columbia.
Q And then there's some notes on the next page. Going back to the first entry, "do codicil with equalization provision," I think you testified that you don't recall any discussions about retroactive gifts. Is that right?
A Right.
Q But you're not telling Judge McCulloch that Ms. Brooker said I do not want to equalize Julie for previous gifts?

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

A The subject never came up; we never discussed it.
Q Then you prepared, first, a draft codicil, correct?
A I did. I didn't prepare it; I had it done by a paralegal in the office. After the meeting on the 26th, I went to the paralegal and said to her, will you prepare a codicil with an equalization provision in it.
Q And you told her about the meeting that you had with the family?
A I told her to do an equalization provision and I would edit it up from what she was going to give me.

(Whereupon, Codicil was introduced as Petitioner's Exhibit No. 9.)

MR. SOWELL: No objection.

BY MR. GRIFFIN:
Q Is Exhibit No. 9 the draft of the equalization provision?

MR. GRIFFIN: Your Honor, they don't object, I move it into evidence formally. And if I didn't move Exhibit No. 9 formally into evidence, I would do so at this time.

MR. SOWELL: Without objection.

(Plaintiff's Exhibit No. 8 & 9 were

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

admitted into evidence without objection.)

BY MR. GRIFFIN:

Q So this is a codicil, that's what this document purports to be, a draft codicil?

A It's a draft of a codicil that was done by a paralegal in my office.

Q Under item number four, subparagraph one, can you read that into the record, please?

A (As read) I give, devise and bequeath such amount as may be necessary to equalize the gifts given to any child of mine during my life. Thus to the extent that I have not equalized such gifts during my lifetime, I direct that at the time of my death, my personal representative determine what gifts I made, whether to accomplish equalization, and if not, then I direct my personal representative to make equalizing gifts to my children or such children's issue per stirpes. Such equalization shall be made for the value of the gift given at the time the gift was made and no interest thereon. My personal representative's best faith efforts to determine the value shall be final and binding upon the beneficiaries.

Q Now, you would agree that this draft codicil makes

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

no distinction between before and after gifts, correct?

A I would agree to that, but I want to stress to you that that was done by a paralegal without my being able to edit it up. And when I got it from the paralegal, my thought process was this is totally inadequate, this is totally inadequate. So then I went to my software and I drafted the pour-over will and the Trust Agreement with the equalization provision in it.

Q If we go back to exhibit, whatever your time records are, Exhibit No. 7, Plaintiff's Exhibit No. 7, and if you could go to page 2392. The first entry on October 1, 2007, is a telephone conference that you had with the client's son and son-in-law. And that would be Beach and Dino?

A It would be.

Q Did you talk to them about the codicil equalization provision?

A No.

Q And then CKO on that same day, is that your paralegal?

A It is.

Q Is this documenting the draft codicil that she did?

A That's correct.
Q And then there's an entry on 10/4, you had a call to Bill Sellers. Is that correct?
A That's correct.
Q And then 10/15, it says that you prepared the revocable trust and pour-over will on 10/15. You also spoke to, I guess, Beach again?
A I did.
Q And then -- well, BR, is that Mr. Reynolds back here?
A It is.
Q And what's this entry indicate?
A After I drafted the document, I went into Bill Reynolds' office and asked him to take a look at it.
Q .25, does that mean a quarter of an hour or 25 minutes?
A Means a quarter of an hour.
Q So it was 15 minutes?
A Yeah.
Q So you met with Mr. Reynolds for 15 minutes after drafting the --
A I gave it to Bill and I said look at it. He probably spent 15 minutes looking at it.
Q Do you recall whether he made changes to it?

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

A Apparently so, yes.
Q Is there any reason you didn't give them to Mrs. Brooker when she was there signing the documents?
A I don't remember why they were given to Dino, but I would not have given them to Dino had Janet not told me it was okay to give them to Dino.
Q I understand. And you have a specific recollection of discussing with her the terms of the equalization provision?
A I do. I said we'll catch Julie up at death for gifts made from the Trust Agreement forward so that she won't be prejudiced.
Q You remember saying "from the Trust Agreement forward?"
A I do.

MR. GRIFFIN: Your Honor, this is the deposition that Mr. Johnson gave on January 12, 2018. I'd like to show it to him. It's sealed. I'm going to unseal it. For the record, it's being unsealed.

THE COURT: The deposition of Mr. Johnson is completely attached to your Motion in Limine. A full copy, right?

MR. SOWELL: Yes, Your Honor.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

BY MR. GRIFFIN:

Q Mr. Johnson, if you'll turn to page 27 of your deposition.

A Okay.

Q And I'm asking you beginning at line 10 about her Will and Trust, and then at line 13, I say, "Do you recall whether you explained to her or not." And your answer was, at line 15?

A Right.

Q And you said "I do," correct?

A Right.

Q Then line 16 I asked you, "What do you recall doing." And if you'll read your answer in the record, please.

A (As read) I recall saying to her we're going from a straight will, which she had in 1988, to a will and revocable trust. And I remember discussing with her that we would be funding the trust. I remember discussing the equalization provision with her, and I remember telling her that her estate, as far as Julie was concerned, would go outright to Julie, but the portion that would go to Ellen and Beach would go to them in the form of a trust.

Q And then page 20, I asked, "Do you recall any

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

questions she had of you about the equalization provision." And your answer was?

A "I don't recall any question she had about it."

Q And then 28, line 4, I said, "When you spoke with her, did you use the phrase "lifetime gifts?" And you said what?

A "I don't know."

Q And then you said, then I asked, "Do you know whether you explained to her that there could be a difference in lifetime gifts, I mean gifts given prior to the date of the execution of the trust versus gifts given after the entry of the trust?" And you said?

A "The whole conversation with Janet was about prospective gifts, not retrospective gifts."

Q And I said "okay," and you said it was going forward not looking back?

A Right.

Q So that was the conversation?

A Right.

Q And then I asked you, "Is there any language in the Trust Agreement that references past gifts?" In line 18, you say "no." Is that right?

A That's right.

Q But there is -- I mean, in the Trust Agreement, it

A Well, if there's ambiguity there, I want you to understand what Janet Brooker wanted. And she wanted her daughter, Julie, to not be disadvantaged because gifts had been given to spouses and grandchildren. And this schedule accomplishes that.

Q Are you aware that before the date of this Trust, that Mrs. Janet Brooker had given the spouses and issues of Ellen and Beach $900,000 in gifts?

A I wasn't aware of that, but Janet, you know, was only going from 2007 forward.

Q So you think she was aware that she had been giving Ellen and Beach $900,000 in gifts?

A I don't know, but I'll tell you what, she never brought it up. If she did, if she'd have said to me Julie should be equalized for that, I would have said to her let's equalize it right this minute, let's make a gift to her right this minute, let's give her -- let's make a gift to Julie right now if she's been so disadvantaged. We're trying to reduce the size of your estate, let's give her an amount right now that will make her equal.

Q So then after Mrs. Brooker passes away, the -- was a -- well, let me just ask you. What's this

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

document? It came from your file. Do you recognize the document?

A I recognize it. I'm trying to figure out whether it's not -- whether it's an attachment to the estate tax return. And what it's attempting to do is to show what Julie got; it's attempting to show what Beacham O. Brooker, Jr. family trust got; and an attempt to show what the Ellen Corontzes' family trust is. So this is like looking at the estate tax return and determining who gets what. And according to this, Julie would have received $2,173,000 --

Q What's Julie's catch up? What's her equalization amount?

A $311,000. But that was a preliminary figure, Jim. That was a preliminary figure that was refined later on. When we did the estate tax return, we refined that figure and communicated to David Siddons what our refinement was.

(Whereupon, Billie McMahan Notes was introduced as Petitioner's Exhibit No. 11.)

BY MR. GRIFFIN:

Q I'll show you what we've marked as Plaintiff's Exhibit No. 11. It came from your files. Can you

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

identify this?
A Yes. This looks like notes that were taken by Billie McMahan to complete the estate tax return.
THE COURT: The document before this, did you enter that into evidence?
MR. GRIFFIN: No, I withdrew it. I'd like to introduce Plaintiff's Exhibit No. 11 at this time. Any objection?
MR. SOWELL: No, no objection.
(Petitioner's Exhibit No. 11 was admitted into evidence without objection.)
BY MR. GRIFFIN:
Q Will you read into the record and for Judge McCulloch's benefit number one on this to do list by your estate paralegal?
A "Need to know the amount of annual exclusion gifts to the children of Beach and Ellen, as well as spouses of Beach and Ellen, beginning in May of 1997. These amounts will accrue interest at five percent."
Q Now, 1997 goes a long way back compared to what you've offered Julie in this Exhibit No. 1 going back to September 2007?
A Jim, I think Billie was simply mistaken about what

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

she wrote in her notes right here. Because I corrected her later on. She was a paralegal.

Q Was she the paralegal that wrote the codicil or was that a different paralegal?

A That was another paralegal.

MR. GRIFFIN: That's all the questions I have, Your Honor.

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RE-DIRECT EXAMINATION

BY MR. SOWELL:

Q May it please the Court very briefly.

Mr. Johnson, with respect to Defendant's Exhibit No. 1, which is the spreadsheet that notes the distributions of $525,528.07, that spreadsheet went to David Siddons?

A It did.

Q Did David Siddons ever object to that spreadsheet?

A No. As a matter of fact, he said it looks reasonable to me. He said that.

MR. GRIFFIN: Objection to what --

THE COURT: Sustained. Sustained. Hearsay. He's telling you what Mr. Siddons said.

MR. SOWELL: May I argue? If you don't want me to, I won't, obviously. I'll shut up.

THE COURT: You can put anything on the

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

up with this. What was he told to keep a record of? So starting in -- if the argument is that this is from the Trust forward and the Trustee is now responsible for this, was he given instruction or was there communication about how he was to accumulate this information over the years? Was that something you remember?

A I don't, Your Honor.

THE COURT: You're very firm in your statement that Beach kept them equal, them being the spouses and the children, that they are virtually equal. How did he keep them equal? Did he review them annually and do some kind of equalization annually between them that kept them equal or do you even know?

A I don't know, Your Honor. I didn't orchestrate the gifts.

THE COURT: It's all him.

A I advised the client in '07 that they could use the 529, Internal Revenue Code Section 529. I told them that they could make annual gifts. At that time, the annual gift exclusion was $12,000. And I told them that, under 2503, you could pay tuition, you could pay tuition at colleges and it would not count against the $12,000. So you can

make the 12,000 plus you can pay for tuition. That was a way of maximizing the gifts and pushing the gifts forward, but I certainly intended for those gifts to be cataloged and to make sure that when mom died, Julie got the higher amount plus five percent. She was not to be disadvantaged; she was to be kept equal. And I think that happened, Your Honor.

THE COURT: Did my questions make you want to ask anything else, Mr. Sowell?

MR. SOWELL: Yes, Your Honor. You know, something I had this morning, I had about four copies of it, now I cannot for the life of me find it, is that document where Billie McMahan said this may not be the right date. Do you remember your question about that?

THE COURT: I haven't seen it.

MR. SOWELL: I haven't found it, the second time. But I do want to ask him about another document.

THE COURT: If my questions brought something back around or something new, then you certainly have that right. Both of you do.

MR. SOWELL: He has no objection, so I'm going to ask Ms. Thompson to mark this.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

MR. GRIFFIN: I'm happy for him to talk about that, but that's not what his testimony was just now. He was talking about how every year how they determined to give gifts.

THE COURT: Well, isn't that his behavior?

MR. GRIFFIN: These are transactions involving his mother's money --

THE COURT: I've yet to hear him say "my mother said."

MR. GRIFFIN: They're transactions involving his mother's money.

THE COURT: That he did; that is not dead man.

A Each year we would determine --

THE COURT: Who's the "we" in this?

A Dino Corontzes and I would determine what the amount of the annual gift tax exclusion, what the federal gift tax exclusion was, and it began at $12,000; and therefore, we would give out $12,000 to each of the four grandchildren and the two spouses plus, of course, the three children. And that was the maximum you could give without incurring a gift tax. And that's what we did continuing the succeeding years. And during those succeeding years, the annual gift tax exclusion,

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

the IRS's annual gift tax exclusion, went up from 12 to 13 to 14. Now, this chart also includes at the top two gifts, one of $24,000. Two times $12,000, which went to my wife and Ellen's husband, and then a couple weeks later, the funding of the 529 plan of 240,000. Even though those two gifts I just mentioned predated the date of the Trust, I didn't feel it was fair to exclude them because we had already had that meeting and decided what we were going to do, this aggressive gifting program. So I included that in what I gave Steve's office as the equalization amount. The backup documents, of course, the January statements from Stephens, and I think a couple years before that when he was at Morgan Stanley. So if you got the January statements in each of these years, you would see doling out of $12,000 to Elizabeth Brooker's account at Stephens drawing out to Beacham Brooker's account at Stephens, drawing out to Arthur Corontzes, and then the only unusual one would be a check to my wife Beth because she had no account at Stephens. But that would also be shown on that statement. So it was simple. I didn't consider it even though I'm sure it is discretionary either with my mother or

BY MR. GRIFFIN:

Q Mr. Brooker, it's your understanding of this Exhibit No. 1 that you have in front of you, the gift amounts starting 1/09/2008 times two, 13,000 times six, et cetera, are you saying those are the gift tax exclusion amounts?

A Yes, it would be 12,000 times two, that's correct.

Q Okay. Well, so -- and you said you went back to source documents -- I guess, let me ask you first. Did you prepare this document or was this something that Mr. Johnson's office prepared?

A Mr. Johnson's office.

Q And you provided who what underlying source documents to prepare Exhibit No. 1?

A I don't know. I would imagine it would've been an email or maybe it was on a telephone call, but what I was saying is the evidence of it would be the Stephens statements.

Q So did you provide an email or telephone call giving this information and they just recorded it?

A Yes.

Q And at the time you gave this information, were you working off the Stephens statements?

A I think what I did was I may have called Bill Sellers and said I know that I gave these tax

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

exclusion amount each year to each of these people, what was the tax exclusion amount, and then conveyed that information.

Q So you just took what you understood to be the maximum exclusion amount per person, and that's the information you gave Mr. Sellers?

A That's correct, yes, sir.

Q So that I understand, there's no tuition payments to Hammond over and above the maximum exclusion amount in Exhibit No. 1, right?

A That's correct.

Q You had two children went through Hammond?

A Yes.

Q Did your mother pay their tuition?

A Yes.

Q The entire time?

A Yes.

Q When did your oldest daughter graduate from Hammond? Do you remember?

A No.

Q How old is she?

A She's 26.

Q So let's say she graduated eight years ago, that should be 18, that would be 2011? Does that sound about right?

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

A 2010, 2011.
Q So from -- so from all of 2008, 2009, 2010, 2011, your mother would've paid full tuition for your oldest daughter?
A Correct, as she had since the first grade.
Q And as well as your second daughter?
A Correct.
Q Paid full tuition all the way through?
A Correct.
Q What about Ellen's children? Did your mother pay full tuition to Hammond all the way through for them?
A The same, yes, sir, that's correct.
Q And none of those tuition payments are showing up on Exhibit No. 1, correct?
A That's correct.
Q Are you aware whether your mother gave, like, some big scholarship or donation to Hammond or Hammond Foundation?
A I'm not aware, no.
Q You did take the position in your deposition that the 240,000 should not be included in the equalization?
A That's correct, because it predated the Trust, and the Trust is the first equalization clause and

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

then in her estate documents.
Q And you did take the position that the other entry, 24,000, on this exhibit, should not be included?
A That's correct.
Q And you never wrote a check to Julia for any amount of money that you considered not to be in dispute for her catch up provision?
A No, I didn't. At that time, Julie was represented by David Siddons, the estate was represented by Steve's firm, they were communicating. I was not to communicate with David Siddons directly.

MR. GRIFFIN: That's all the questions I have.

MR. SOWELL: Nothing for me, Your Honor.

THE COURT: Just a couple.

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EXAMINATION

BY THE COURT:
Q Mr. Brooker, the numbers that you sent to Mrs. McMahan and either Mr. Johnson in either an email or a letter or a phone call, the numbers that you gave, when did you give them?
A Let me explain, Your Honor. It's a bit embarrassing. I kept my emails at my former

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

Q And you weren't asked to do that?
A I was not. In May of 1997, I lived in Arlington, Virginia, and I was not dealing with this sort of family thing.
THE COURT: Mr. Sowell, again, I apologize. Anything?
MR. SOWELL: Nothing else.
THE COURT: Mr. Griffin?
MR. GRIFFIN: I don't have any questions.
THE COURT: Be very careful stepping down, sir.
MR. SOWELL: The defendant calls Bill Reynolds.

Whereupon,

William Reynolds,

being duly sworn and cautioned to speak the truth, the whole truth, and nothing but the truth, testified as follows:

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EXAMINATION

BY MR. SOWELL:
Q Mr. Reynolds, state your full name.
A William M. Reynolds, III.
Q Are you a lawyer in the firm of Todd & Johnson?
A I am.

Q Have you been one for several years?
A I've been one since October of 2000.
Q Were you primarily trained by Albert Creswell Todd, III?
A I was.
Q And you've continued as an estate planning lawyer?
A Yes.
Q Since then?
A Yes.
Q There was a reference by Mr. Griffin, I don't know which exhibit it is, but I've got a copy of it, it has a 10/15/2007 time entry, BRIII. Is that William Reynolds, III?
A That's me.
Q What is the date on that statement?
A 10/15/07.
Q What does the time entry say?
A "Inner-office conference with Steve Johnson to discuss equalization provision. Proof, revise, edit the same."
Q What were your conversations with Steve Johnson?
A Well, just to give you some background, Steve and I bounce provisions, drafting provisions, ideas, off each other a good amount of time, and he came to me and asked me to review the equalization

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

provision that we've been discussing today.
Q Did you do that?
A I did that.
Q What did you conclude from reviewing that provision?
A I thought it was appropriate for the circumstances that I knew about.
Q And what circumstances did you understand before you had that conversation?
A I knew that Janet Brooker had a fairly large taxable estate. There was an attempt, pretty aggressive attempt, to give nontaxable gifts, but also an attempt to equalize for Julia Brooker. And so that was the context I looked at the provision for.
Q Was there ever any discussion with Steve about equalizing these payments going backwards?
A No. He basically told me this is a -- because we're starting this aggressive gifting program, and of course, annual exclusion gifts, gifts for tuitions, for medical payments, are really the lowest hanging fruit in estate planning. There was never any discussion about retrospective or looking back. I think, at least in my experience, if you look back, you gotta start somewhere. And

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

if they had decided to look back, Steve would have asked Mrs. Brooker what were the gifts you've given thus far; let's start with an amount or let's write a check to even up Julia. But that was never part of the discussion between Steve and I.

Q Looking at this document, which is the Trust Agreement, and we're looking here at the board, which is 2(a), is there any reference in there to a starting date for looking backwards?

A Well, the date that he references in 2(a), says, "From the date of this Trust forward."

Q Right. Which was October of 2007?

A Right.

Q Now, you've heard the arguments Mr. DuRant made about (a)+(b). What you think is the proper interpretation and what did you think then was the proper interpretation of (a), (b), and (c)?

A Well, when I first looked at it, reading the first paragraph number 2, the main paragraph, it shows what Janet's intent was. It was clear that she said Julia's not married, she doesn't have children; Ellen's married and has children; Beach is married and has children, and we want to equalize going forward. And (a) says to determine

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

the gifts made to Ellen's family and to Beach's family for the purpose of equalizing under paragraph number two, and then apply five percent and add the result of (a) and the result of (b) and come up with a sum.

Q Is there anything in (a) that implies or imports to you that the gifts to Ellen's family and the gifts to Beach's family should be added together?

A No. And if you were to read it that way, it wouldn't comport with 2, the main paragraph of 2, which says to equalize. And it wouldn't comply with (a), which says determine the lifetime gifts between the two.

MR. SOWELL: Thank you, that's all I have, Your Honor.

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CROSS EXAMINATION

BY MR. GRIFFIN:

Q You spent 15 minutes looking at this?

A I did.

Q It says, "From the date of this Trust forward, the trustee shall determine the date and the amount of my lifetime gifts made to the Settlor -- "

THE COURT: "by"

Q -- "by the Settlor to the issue of Ellen Corontzes

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

Attorneys, come on, please.

[Off the Record]

THE COURT: We're back on the record.

Mr. Brooker is back on the witness stand.

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FURTHER EXAMINATION (Beacham O. Brooker, Jr.)

BY THE COURT:

Q I think I confused you, sir, so I'm going to apologize. The concept here is I'm trying to understand a family dynamic that is complicated in the sense that this is not the only estate document that drove or led the way from '07 to her death.

So when this Trust is created in '07, are you aware of this Trust?

A Yes, I was there when it was signed.

Q You were there when she signed it. I know it's initially funded with a dollar.

A Yes.

Q And at the time of your mother's signing this Trust document, you are also being made the power of attorney?

A Correct.

Q Is that correct?

A And Trustee under the Trust. Personal

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

Representative of the Will, Trustee under the Trust, is what I --

Q So you're wearing a lot of fiduciary hats?

A Yes.

Q A lot of things that can get confusing, I get. When your mother, from the '07 Trust forward, did she continue to personally give lifetime gifts? Personally.

A Without my knowledge, I wouldn't know.

Q Without your knowledge, you wouldn't know?

A I mean, if she gave --

Q Let me explain where I'm coming from. You're given a directive here.

A Correct.

Q As the Trustee, you are to determine any lifetime gifts, and you can see from '07 forward or all the way back in '97 forward, that's not the point right now, you have to know what she, she's the Settlor, gave to your wife, Ellen's husband and all of the grandchildren.

A Correct.

Q So you're given that directive. And the Trust isn't funded until her death, yes?

A Correct.

Q So you're looking for gifts she made from other

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

sources. Did you do that?
A Yes. And the only liquid account she had at the time of her death, or after the time of her death, were an account with Stephens of the Janet B. Brooker Estate, an account with Stephens, Incorporated of the Janet B. Brooker Revocable Trust, which then becomes irrevocable. There was an IRA, I think at Stephens. Plus a checking account at First Community Bank. Upon death, I put together -- I knew that each year, I would instruct Dino Corontzes to transfer out 14,000, or whatever the death tax exclusion amount was in January of that year to each of the children, grandchildren and spouses.
Q How are you directing him to do that? As her power of attorney?
A I don't know if I thought about that. I knew that I was instructed --
Q Well, you're not doing it as a trustee because there's no money in the Trust.
A Correct.
Q So how are you directing Dino to do that?
A From whatever funds that he had on account for my mother.
Q As her power of attorney, as her agent under this

Power of Attorney?
A I think you're asking me for -- I didn't think about that at the time, so I wouldn't want to testify that hey, I'm calling you as -- but he would confirm that I had the authority to do it and I know that he had the Power of Attorney on file.
Q Who is he?
A Dino Corontzes.
Q Well, he's not here to confirm that. You don't know how you acted or how you captured what your mother gifted? Did your mother continue to gift herself?
A I don't think so, no.
Q You don't think so?
A No.
Q So did you continue to gift as her power of attorney?
A Yes.
Q You're acting like that's a question when you say, "yes," like you're not -- You've been given a responsibility here.
A Right.
Q And it doesn't sound like I'm confident and that you've gone and looked. That's your job. Are you

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

believing that the lifetime gifts are only the gifts reported on these gift tax returns? You're not gonna include tuition or anything else she gifted?

A No, I'm taking the annual gifts that she made to children, grandchildren, spouses --

Q Did she make them or did you do it on her behalf?

A They come from her assets, from her estate. I would make the phone call to Dino Corontzes and say transfer from her assets that you're holding this amount --

Q As her agent?

A As her agent.

Q Did you pay the tuition for all the kids as her agent?

A That was from her checking account. I think in the later years I had signatory authority on the checking account and I would sign the checks.

Q So from '07 forward, does she ever make those checks out to Hammond?

A Does she sign them? No, I believe it's probably my signature on the checks.

Q So you're making an independent decision to continue to do that as gifting on her behalf?

A That's correct.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

DAY TWO - Thursday, February 7, 2019

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THE COURT: We're back on the record in the trust matter regarding Janet B. Brooker, 2017-GC-40-36. I need to acknowledge that we've actually had a day and about a half break in an effort to verify -- and attorneys, please know that you're welcome to clarify or correct what I'm saying -- in an effort to make sure all bank records have been reviewed, obtained and reviewed. I believe that Mr. Griffin and Mr. Sowell, you both agree that has happened.

MR. GRIFFIN: Yes, Your Honor.

MR. SOWELL: Yes. With the exception of now these First Community Bank records, which would touch upon these baby gifts, we call them corn dogs, $45 gifts. Those have not been completely reviewed because we haven't had time, but we're satisfied. If the Court's not, then we will review.

THE COURT: Let's be clear on what that means. Mr. DuRant, who has testified and is available and here today, did review those records --

MR. SOWELL: Yes.

not had time to go back and pull each of those out. I need to actually -- I think I actually have to get to Morgan Stanley, which my brother-in-law who manages this no longer works for. If they've kept them, I'm going have to beg for them. I have not gone through page by page the First Community bank statements over these seven years, I think it's some 11,000 pages of documents, to pull out these gifts. There are not many of them that come from the First Community Bank that were made out of the account of First Community Bank. But, in other words, there are very few needles, but it's a huge haystack. I would have to go through tons of pages of papers scrolling down to find those actual canceled checks.

Q But you've seen Mr. DuRant's report.

A I have, yes.

Q Is it, with respect to a review these records, acceptable to you?

A Yes, it is.

Q And so, these numbers you've got in here, they are taken from the records, but also confirmed by Mr. DuRant's report?

A Correct. With a difference of 24,000, which he

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

found, which I have not been able to locate. $24,000.

Q So you do not know what that discrepancy is attributable to?

A I've worked on it all morning; I can't find it.

Q So your report, your chart in response to the Court's email request of a couple days ago, is satisfactory to you, except for you cannot discern where that $24,000 difference is between your numbers and George DuRant's numbers?

A That's correct?

THE COURT: More or less?

Q Is it more or less?

A Mr. DuRant had 768,000. My calculation was 744,000. So roughly 24,000, a little bit more than 24,000 difference. Which seems to suggest to me they were two $12,000 gifts that were either I didn't pick up or he double counted and we're still working on it.

MR. SOWELL: Those are the discrepancies between George DuRant and Mr. Brooker. Now, if you want us to, Mr. Brooker can go get those First Community Bank statements. They're in that thumb drive.

THE COURT: I'm about to say, you have them.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

MR. SOWELL: We have them, but we haven't had a chance to review in sufficient time. If you want us to do it, we can do it, but, personally, I don't think we need to because Mr. Brooker agrees with Mr. DuRant except for $24,000.

THE COURT: Do you want to ask him anymore questions?

MR. SOWELL: No.

THE COURT: Okay. Mr. Griffin?

MR. GRIFFIN: I'm in October 2016 emails, can I look through?

THE COURT: Yes. Here's some things that I am wanting to know. There are three entities that he or his mother banked with: Stephens, Morgan Stanley, and First Community.

MR. SOWELL: Correct.

THE COURT: No other banks? No other --

MR. SOWELL: As I understand it, that's the universe.

THE COURT: Well, that's for him to answer, right?

MR. SOWELL: I can ask him.

BY MR. SOWELL:

Q Is that the universe?

A That is. Given that there were several accounts

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

at Stephens.
Q So several accounts at Stephens, First Community and the other brokerage, that is the universe places from which gifts would derive?
A That's correct.
MR. SOWELL: They're all on that thumb drive that is Exhibit No. 8. They're all there. The issue is that Mr. Brooker has not had sufficient time to review all of those, but we are willing to accept Mr. DuRant's numbers with the exception of this difference, distinction, whatever, of $24,000?
THE COURT: Power of attorney? When he began?
BY MR. SOWELL:
Q Okay. When did you get the power? I think it was the same time that you got the Trust created, was it not?
A I believe it was the same date as the Trust was signed I was given power of attorney.
Q October of 2007?
A October 16, 2007.
Q So you got the power of attorney then?
A I did.
Q When did you begin to exercise it?

A Well, I don't know if I can say I ever did rely on that. It was on file with Stephens. And when I asked for a withdrawal, I guess they might have used that as evidence of my authority, but I was actually just helping my mother by making these gifts pursuant to her instructions in the Trust Agreement. I was a signatory on her First Community Bank checking account; she filled out the card to do that, so. As far as acting as power of attorney under the terms of the Power of Attorney, I guess you could say I did, but I don't think I actually needed to because I was carrying out her wishes for any transaction I made.

Q Now, every time you made a gift to children, and I'm talking about you, Ellen or Julia, were they equal?

A Every time my mother would make a gift to a child, yes, they would be equal with the exception of some small birthday gifts. There were two children each of Ellen and myself.

Q I'm talking about the gifts to the children: Yourself, Julia, and Ellen. Anytime they were made by your mother or by you through the POA, were they equal?

A Yes.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

MR. SOWELL: That's all I have.

THE COURT: Mr. Griffin, are you ready?

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FURTHER EXAMINATION

BY MR. GRIFFIN:

Q To understand Defendant's Exhibit No. 7 that you have in front of you, how did you create this document?

A I started with Mr. DuRant's chart, his exhibits. Went through that mainly, then I would cross check that with the chart that's in exhibit on the annual exclusion gifts that came from Mr. Johnson's office to make sure.

Q Let me make sure we've got that. That's -- it's attached to Defendant's Exhibit No. 4. Is that the document?

A Yes, sir.

Q And that's -- and so Defendant's Exhibit No. 4, had a total of annual exclusion gifts of 852,000. Is that correct?

A Yes, sir.

Q And then Defendant's Exhibit No. 4, adds interest on the 852,000 from the date of the annual exclusion gifts up until April 16, 2015. Is that right?

A I think so.
Q And what was the significance of April 16, 2015?
A That's when that was created by Steve Johnson's office to my understanding.
Q And so when some representation is made that Ms. Julia Brooker had the opportunity to accept this proffer in May of 2016, she was not receiving interest up until the end of May '16, it would've only been through April 16, 2015, right?
A Correct.
Q And that's 18 months worth of interest at five percent?
A Yes.
Q Now, the document you brought today after working all day yesterday has total gift amount of $1,068,565. Is that right?
A Yes.
Q So that's, by my math, is a little over $200,000 more?
A Correct.
Q Do you know where you found that $200,000? I mean, what's in that 200,000 number?
A The Judge instructed us, I don't know if it was a ruling, that the tuition paid by my mother to Hammond would be included in post-2007 gifts.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

Q And that number's about 80,000, was it not?
A No. I don't --
Q Anyway, that's in Mr. DuRant's report. So in addition to the Hammond tuition, was there anything else that makes up the difference?
A There were the smaller birthday gifts from time to time.
Q Did you find those in those investment statements or were those in Mr. DuRant's report?
A I used Mr. DuRant's numbers. I found a lot of them in the few checking accounts I was able to get through First Community.
Q So, essentially, your basic gift amounts are -- materially match for this period of time. When you did the interest calculation, to bring us up to today, can you tell us how you did that?
A Yes, sir. If you look on the chart, I have a number of days column labeled Number of Days to 5/31/2016, and Number of Days to Current Date. For the annual exclusion gifts, I would use the number of days to 5/31/2016. Of course, in both cases, beginning with the date of the gift or transfer itself. For the Hammond tuition payments and deposits, I would use the number of days to current date and multiply that by the daily

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

MR. SOWELL: There it is.

THE COURT: May I see it?

BY MR. SOWELL:

Q One more question, Mr. Brooker, make sure we're straight on this. Bill Sellers who was engaged by the estate to look into these stock accounts at Stephens and the other place, he concluded there were no missing shares. Is that correct?

A I think that's correct, yes, sir.

MR. SOWELL: Your Honor, we'll find out when that was and submit a stipulation. We'll write it up and send it to the Court for that date. Does that suit you?

THE COURT: Well, I think it's a pertinent piece of this that shuts the door on -- Let me make sure everyone understands. I believe Ms. Brooker's asking to see records to verify the number she's being offered or that are being discussed is valid.

MR. SOWELL: Understood.

THE COURT: If she wants to see them to support and help her make a decision, that's good sense, that's logical, that's a good business-minded person. So I'm not going to stop the interest until I see her questions being

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

resolved because I think seeing, asking for access is relevant.

MR. SOWELL: Just remember, Mr. Brooker's testimony is that she was given access to those accounts.

THE COURT: Not until after August of '16.

MR. SOWELL: True.

THE COURT: Okay, well now we are moving from May of 16, which I was led to believe was some kind of drop dead timeframe to now August of '16. And by his own testimony, October of '16.

BY MR. SOWELL:

Q May I ask this question? Mr. Brooker, do you know approximately when Julia Brooker was given access to those stock accounts that Dino had worked from?

A I do not.

Q Was it sometime in 2016?

THE COURT: It's after August of '16.

Q Sometime shortly after August of 2016 when she was making inquiry?

A I don't recall.

MR. SOWELL: Thank you.

THE COURT: So, when in your mind, Mr. Brooker, did she reject with finality your offer of 525?

gifting, only after the Trust creation or from some arbitrary timeframe that I haven't put my mind around, but I think I heard at some point it may have been sometime in 1997. Still don't know that. That is something I'm, in my mind, still having to decide. The third piece is how it's calculated. Is it the larger of the two gifting pots as Mr. Johnson suggests, and by pots, I mean Ellen's family, Beach's family. Is it the average of the two? The two divided by -- the two added and divided by two? Or is it the two added together, always plus interest, but the two added together without a division into two, without an average. That's still in play. So your suggestion is that he has not presented evidence on two and three of my concept of what I'm deciding?

MS. DURANT: Yes, Your Honor, I think you described that very well, the three issues.

THE COURT: Thank you very much. And you're saying, suggesting that I should shut the door on this and leave it to Mr. Brooker's interpretation only, that the rest of the litigation should be ended?

MS. DURANT: Yes, Your Honor, that you should

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

base it on Mr. Brooker's testimony, Steve Johnson's testimony, and the four corners of the document itself.

THE COURT: While I respect your argument, and at the end of the day, you may win on certain pieces of that, I think I still must hear a little bit more information with regard to the timeframe on the interest, which I think is in play most definitely. And I need Mr. DuRant's testimony. So to the extent that helps at all, overruled.

MS. DURANT: Thank you, Your Honor.

MR. GRIFFIN: George is trying to -- he's feverishly working, so we may --

THE COURT: I want to hear from your client. She's got to give me testimony about this interest offer timeframe.

MR. GRIFFIN: Sure.

THE COURT: I think, and you can all disagree with me, I think everyone was so nervous about her getting on the witness stand and the dead man's statute, that you may have missed an opportunity to get her to deal with this.

MR. GRIFFIN: Okay.

THE COURT: So she needs to testify at a minimum about that. Ms. Brooker, come around.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

THE COURT: I think your question was, and it's legitimate, what efforts did she personally make to determine what gifts her mother had made that met this provision.

MR. GRIFFIN: Yes.

BY MR. GRIFFIN:

Q I guess, let's just start here. You see this document?

A Yes.

Q At some point in time, did you get a copy of this document?

A Yes.

Q Did you agree with the numbers on this document?

A No.

Q Why did you not agree with the numbers on this document? And when I say "this document," I'm talking about Defendant's Exhibit No. 1. And don't tell me what your mother said.

A Can I tell you what Steve said?

Q Tell us what Steve said, yes.

A Okay. The family had two meetings with Steve. One after my mother died and one prior to my mother dying. He brought us in and talked about that mother was going to exaggerate some gifts, give more gifts, and that what she was going to do

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

is catch me up at the end.

MS. DURANT: Again, Your Honor --

Q That's what Steve said, not your mother.

A That's what Steve said.

MS. DURANT: She said -- and then she said, "my mother" --

THE COURT: That's already been testified by Mr. Johnson.

MS. DURANT: I'm just really, Your Honor, I'm just preserving the record.

THE COURT: And I hear you, but I heard her say that's what Mr. Johnson said to her at the family meeting. Did you hear her say that's what her mother said?

MS. DURANT: I heard that Mr. Johnson said my mother said she wants to catch up.

MR. GRIFFIN: That's certainly not precluded by the dead man's statute.

THE COURT: I am hearing that Mr. Johnson has already testified and told Julia at the very family meeting he testified about that it was the intention to catch her up at her mother's death.

MS. DURANT: Your Honor, Mr. Sowell brings up a good point. Mr. Johnson is or was Ms. Janet Brooker's lawyer, so he is just repeating what his

client said. So I think that also falls on the teeth of the dead man's statute.

THE COURT: I'm going to disagree on the concept that number one, he's already testified to that himself, and at a family meeting, he is sharing this information. He had a family meeting, which means you have on some level a waiver of the attorney-client privilege as to the issues he's talking about at the family meeting that he had with the family. The deceased Mrs. Brooker was there. So overruled.

BY MR. GRIFFIN:

Q In the meeting after your mother died, what was discussed?

A The lifetime gifts and that the lifetime gifts, I was gonna be equalized with the lifetime gifts that were given to my brother and sister.

Q Your brother and sisters' children?

A Children, family. Brother and sister's family. Children and family.

Q Then when you got this document at some point in time, you said you didn't disagree with it, but you didn't agree with it. What were the parts you didn't agree with?

A The year that the gifts began.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

Q And you believe it should go back farther?
A That's what I was led to believe with the discussions or our meetings with Steve. That it was all lifetime gifts to families.
Q So that was a dispute that you had. And assume Judge McCulloch determines that this language only applies from the gifts made in contemplation of the Trust and then from the Trust forward, that these gifts on this page, did you get any backup documentation to support these numbers?
A It took a while.
Q Tell me how you tried to get backup documentation?
A Well, how I tried to?
Q Yeah.
A Well, I was asking Beach. Beach, first of all, called me and said he was ready to settle and, you know, the equalization clause was gonna be $300,000.
Q 300,000 was his first number?
A Yes, first offer. And I said something's not right here, where did you come up with this money? And he said that's what we're going to give you.
Q Did he give you any further explanation?
A No further explanation, no documentation, nothing. So that's when I started meeting with Steve, Bill

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

Sellers, and then finally I ended up hiring David Siddons.

Q So you started out, your offer under equalization was 300 some-thousand dollars?

A 300,000 even.

Q So then you had to hire a lawyer?

A Uh-huh.

Q And that was David Siddons?

A Uh-huh.

Q Did you seek to get records at that point in time?

A Yeah, we tried. We got some, but they were coming in sporadically. One page, then another page. And one record, Dino said he didn't have because that's the merger of Smith Barney. I got an email merger Smith Barney -- well, how did it go -- with that merger in 2010. And there was no statement produced. David discovered, he said what is this 240,000, and that was on that particular statement, the one produced. And then Dino finally produced the last page with the 240,000 in it.

Q And so the 240,000 is the 529 contributions?

A Uh-huh. David found that on some of the gift taxes.

Q So you had to hire a lawyer; he found the 240?

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

A Right.
Q Up until that point did you know about the 240?
A No, sir.
Q And so then, eventually, the 240 gets put into this document, correct?
A Yes.
Q Does that take it from 300 to five-something?
A 540, I guess.
Q Right. And then there was another -- Okay. Did you ever get all the Stephens and Smith Barney --

THE COURT: Hey, hey, hey. I don't think that's proper. He's a potential witness going back up on the stand. Come back over here.

MR. SOWELL: You were talking to me?

THE COURT: Yeah.

MR. SOWELL: I just wanted to be sure.

THE COURT: Okay.

BY MR. GRIFFIN:
Q Do you know if you ever got all of the statements?
A Probably not. Probably not from the backups. Beach and Ellen destroyed them.
Q How do you know they destroyed the statements?
A I watched them do it.
Q When did they destroy the statements?
A When we were cleaning mom's house out. She saved

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

every statement and they took them and bagged them and threw them away, burned them. I assume they burned them. Ellen said she could take them to her house and burn them.

Q Was this after your mother died?

A Uh-huh.

Q Were you there?

A I was there.

Q Did you ask them not to destroy the statements?

A At the time, I didn't know what was going on. I mean, you know, we were cleaning out. But I was going through while I'm doing all the clothes and all this and they're in there just going through all the records and books and statements and . . .

Q Did that raise suspicions in your mind later?

A Absolutely.

Q Once we were hired, did we send subpoenas out on your behalf to try to get all these records?

A Yes.

Q Because we couldn't get them from any other source?

A I was not successful getting them by asking them for -- I went to Ellen one time and I got an email on that that I asked her to, I wanted to see the records, and she told me not to give her a pity

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

party.
Q Not to give you a pity party.
A Not to give her a pity party.
Q Then after you hired us, did we introduce you to Georgia DuRant over there?
A Right.
Q And has he been working to try to piece all this together for you?
A He has.
Q And George can testify, have you spent over $60,000 with George trying to get to the bottom of this?
A Yes, sir. And more with David Siddons and Bill Sellers.
Q Before we filed this lawsuit, the most they suggested that you were entitled to was $525,000?
A Yes, sir.
Q Did you know when you got this that the Hammond tuition was not included?
A No. I was under the understanding Hammond tuition was included.
Q The Hammond tuition was included in that 525?
A Uh-huh.
Q It was only after you had to spend substantial sums of money, you learned it wasn't included,

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

right?
A I don't -- I still think it should be.
Q Oh, no, it should be. I'm just saying -- when you were handed this --
A Oh, it wasn't included.
Q Yeah, you weren't aware that it did not include Hammond tuition.
A Right.
Q And those were one of the questions you had?
A Uh-huh.
THE COURT: Can you say what this is.
MR. GRIFFIN: Defendant's Exhibit No. 1, which is the chart showing $525,000.
THE COURT: It's clearly missing on there. There's no entry for Hammond tuition, that's clearly all taxable gift amounts.
BY MR. GRIFFIN:
Q So it doesn't show up there. Why did you think it was included?
A Well, I can't say. I guess from conversations and meeting with Steve Johnson.
Q That you were entitled to be caught up for Hammond tuition?
A Uh-huh. That that was part of gifting program.
Q So today, after your brother's done some work

yesterday, had come up with this Exhibit No. 7, which shows offering -- well, it shows 561,827, which would be half of the total gifts and interest and payment -- interest through May 2016 for the 525, and then the balance of 744,634. Has anyone ever offered you $744,000 to -- for your rights under equalization provision?

A I mean, that's the new number.

Q Right.

A I don't, I don't -- I can't say.

Q Until today, have you ever -- well, still haven't been offered it, but today, has anyone ever -- up till today, has anyone ever offered you anything more than --?

A I can't say, but I think this was the highest number that was offered.

Q Was it offered in the form of a check? Were you ever given a check?

A No, I was never given any money.

Q Did you understand that if you had accepted whatever's on that sheet that you would waive any rights to any more money?

A That's what I was understanding, yes.

MR. GRIFFIN: Is there anything else you'd like for me to ask her, Judge McCulloch?

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

your witness.

MS. DURANT: That's fine.

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FURTHER EXAMINATION

BY MS. DURANT:

Q Ms. Brooker, isn't it true that Bill Sellers is your accountant today?

A Yes, he is.

Q And isn't it true that you have confidence in Mr. Sellers?

A I can't answer that.

Q Do you remember being deposed by Mr. Sowell?

A Oh, yeah.

Q On September 1, 2017?

A I remember being deposed, but a lot has happened since that date.

Q Do you remember -- do you want to read your answer to Mr. Sowell about having confidence in Mr. Sellers?

A No. I did at that time, yes. I mean . . .

Q Do you think Mr. Sellers is an honest man?

A A lot has changed since that date.

Q Ms. Brooker, didn't you and your mother -- or didn't you take a bunch of trips with your mother?

A Yes, I did.

Q Didn't she pay for the flights and hotels?
A For me, yes.
Q Weren't those trips to Peru and the Galapagos Islands?
A One of them, yes.
Q Wasn't one of those trips to Japan, Bali, Hong Kong and Indonesia?
A They were.
Q Wasn't there another trip to China and Beijing?
A There were.
Q And wasn't there another trip to Spain?
A I paid for that one.
Q Wasn't there another trip to France?
A Ellen went on that one, too.
Q But your mother paid for it, correct?
A Yeah, she paid for her, too.
Q And another trip to Africa, and you had some safaris in Kenya?
A That was one trip.
Q But your mother paid for that trip?
A She got me there. That's about all I'm going to say. But she gave trips to the other family members, too.

MS. DURANT: No further questions, Your Honor.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP400582

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FURTHER EXAMINATION

BY MR. GRIFFIN:

Q What trips did she give to the other family members?

A She gave my brother and his family a trip to Disney World. She gave my sister a trip to, with us, Ellen didn't go at the same time, but she gave a Paris trip to France. She also went with us to Hawaii. Mom gave Beach's children and Ellen's children and Ellen a trip out west to the Grand Canyon and Yellowstone and the forest and all the national forests. Those are just some of them I know.

Q Did she treat everyone roughly evenly when it came to giving trips?

A For my understanding, yeah.

MR. GRIFFIN: That's all I have.

THE COURT: What a lovely mom. Step down. You're all fortunate.

THE WITNESS: Yes, we are.

MR. GRIFFIN: I don't know where Mr. DuRant is. Can I check with him?

[Off the Record]

MR. GRIFFIN: Speaking with Mr. DuRant, he

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

I don't want to go. Can he have this, please? Do I need to make a copy of this for you?

[Off the Record]

THE COURT: Mr. DuRant, just help me a second; I really am just needing some help.

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FURTHER EXAMINATION (George DuRant)

BY THE COURT:

Q So Mr. Brooker, his first entry date is September 26, '07, which is capturing some of the things -- well, hold on. I also need Mr. Johnson's. Can he have this, please. Defense 1, Plaintiff 6, and Defense 7. Defense 1, Petitioner's 6. So what I see, Mr. DuRant, is that the September 26 entry of 24,000 is the first two entries of Mr. Brooker, these two 12 numbers. Are you with me so far?

A I am.

Q Then the next entry of Mr. Brooker is the four 60,000s, which is your 240. On your after October 15, 2007 numbers, you've added at the bottom the 240?

A That's right.

Q But you didn't yet include the 24. Which I want

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

you to do. Did y'all follow me on that?

MS. DURANT: Your Honor, are you talking about the 24, the two 9/26/07 entries?

THE COURT: Yes.

MS. DURANT: Okay, thank you.

BY THE WITNESS:

A Your Honor, you want me to add that on this?

Q Yes, sir.

THE COURT: Let Mr. Brooker come sit beside somebody that's got these numbers.

MS. DURANT: I think I've got them all.

THE COURT: Come sit beside Ms. DuRant. So the 24 is included in Mr. Brooker's, but it wasn't included in his add-on earlier. So I wanted to add the 24 into his calculations. It's going to get funky.

MS. DURANT: Uh-oh.

THE COURT: There are gonna be some findings on what's to happen, so if you want to capture it.

MR. SOWELL: I have delegated Ms. DuRant.

THE COURT: Well, she's also trying to hold numbers, so somebody over there with a pad and pen. Ready?

BY THE WITNESS:

A I've done that.

Q So as I see it, Mr. Brooker included the 240 and the 24 in his calculation initially that this 525 number should go to his sister Julia. You with me so far?
A I am.
Q So in the concept of when interest on this particular amount of money should or shouldn't end as Mr. Griffin has argued, that interest calculation of the number 525 and what it includes is going to matter. And then, of course, everything else. And by everything else, I mean everything else of your number. So backing out the 240 and the 24 from a certain pot of money for interest and the 525 number for a certain pot of interest. And I might be saying it in a way that that's not how you're actually going to have to calculate it. But that's my concept. I see that this 525 number and the communications and the testimony so far ends at a certain date. In question was initially May, and now I'm taking that all the way to the end of August. That is going to be one of the findings. While there is no specific testimony of when she said no, that's as close as it's going to get, because I know she got these numbers, she's told me that. She

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

deserved to get bank statements, I agree with her. I believe she got all the information she could have possibly gotten if she wanted to get it. I'm ending it at the end of August. So that will be one of the findings.

MR. SOWELL: August 31?

THE COURT: August 31.

BY THE WITNESS:

A 2016?

Q Yes, sir. Everything else that is in your number is through today.

A So would that be the same as saying if I accrued interest at five percent on everything, and then did a credit for interest on $525,528 from September 1, 2016 through today, that would be the easy way to do it, as I understand what you're saying.

Q Yes.

A I believe I've got that calculation. Did you get that back to me?

MR. GRIFFIN: Yes.

[Off record discussion]

MS. DURANT: These two $12,000, they should be segregated for each family. One is for Ellen

and one is for Beach. Only one should go towards Mr. DuRant's analysis, is what I'm understanding.

THE COURT: Well, then you can make the same argument all the way down. That's not correct. Then we're gonna divide 240 when you divide, if you divide.

MR. GRIFFIN: Correct.

MS. DURANT: Can we just lodge that objection?

THE COURT: I'm not even sure I understand what you're saying. Say it a different way so I can understand it, what you're objecting to.

MS. DURANT: My understanding is what you're instructing or asking Mr. DuRant to do, is to add 24,000 into his figure and also all the future scholars money.

THE COURT: Well, just to say it again, because I don't know if that's what -- exactly like that. In Mr. Brooker's offer to his sister in this document that supports it, 24,000 and 240 are included that were not included initially in Mr. DuRant's after October 15, '07 numbers on this graph. Which is a summary of this other chart. The bottom on the handwritten, he starts adding the 240. He never added the 24. What I am asking

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

him to do is, because Mr. Brooker included the 24 and the 240 in his offer number to his sister, to back that out of the calculation of interest. I think it's when you divide if you divide.

MR. GRIFFIN: I think if she sees this. So that's the gross number and that's cutting it in half, and that's the credit for the interest.

THE COURT: These numbers --

MR. GRIFFIN: So he cuts it in half.

THE COURT: -- don't change based on who got a higher family amount. Not on this chart.

MS. DURANT: I'm with you. I think what Mr. Brooker is saying is that, if I could -- is that on his initial offer, the 24,000 and 240 were ultimately divided in half.

THE COURT: Right, I got it.

MS. DURANT: Okay.

THE COURT: The reason they were easily divided in half is because no family was different on this chart.

MR. GRIFFIN: I'm going have to reprimand Mr. DuRant, he came out a little lower than Mr. Brooker.

THE COURT: What are you talking about, Mr. Griffin?

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

MR. GRIFFIN: I don't know what I'm talking about really.

THE COURT: Did he just give you the calculation that I just asked him to do?

MR. GRIFFIN: Uh-huh, I'm giving it to you.

THE COURT: That's what this is?

MR. GRIFFIN: Yes.

THE COURT: Thank you.

MR. GRIFFIN: That's why I'm going to reprimand him. Here's this sheet.

BY THE COURT:

Q Help me out. Who created this? This is your typing?

A Yes, Your Honor.

Q I'm a little lost, to be honest.

A May I come up and show you, Your Honor?

Q Yes, and the attorneys need to come too. It's confusing when somebody's breathing down your neck it's even harder to calculate. Being asked to calculate on the witness stand is most complicated.

A Let me go check that.

Q You want to just take a moment and let's just go off the record.

[Off the Record]

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

THE COURT: Mr. DuRant, have you had enough time.

MR. DURANT: I have.

THE COURT: Do y'all have copies of this?

MR. GRIFFIN: Yes, we do.

THE COURT: I'll just let you lead us through it.

BY THE WITNESS:

A Okay, I'm looking at what was Plaintiff's six, and at the bottom I've added the September 26, 2007 24,000 transfer. And I've also added the interest on that of $13,643.84 for a total addition of $37,643.84, which brings my total of interest and gifts since October 15, 2007, plus the additional 24,000, $1,528,398.97. Now, the second page is I've computed a credit on the interest using the $525,528.08 amount shown on Defendant's number one. I've computed that interest credit from August 31, 2016, through February 5, 2019, 888 days, five percent annual interest for a total of $63,927.25. I've subtracted that 63,000 from my total interest and gifts, Plaintiff's six, $1,528,398.97 minus $63,927.25 is $1,464,471.72. One half of that amount is $732,235.86.

THE COURT: Do you want to ask him any --

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

MR. GRIFFIN: No, Your Honor.

MS. DURANT: No, Your Honor.

THE COURT: Based on my directives to him, you believe in his calculation; I certainly do.

MR. GRIFFIN: Yeah.

THE COURT: Do you want to direct him to do it any other way? I know you want to direct him to do it legally a different way.

MR. GRIFFIN: I'd point out this number is a little lower than what Mr. Brooker has brought to court. Mr. DuRant can't really reconcile it here and now, but. So his number's about 12 grand lower than what Mr. Brooker brought.

THE WITNESS: I rely on my numbers.

THE COURT: I believe Mr. DuRant's number.

MR. GRIFFIN: We'll take the higher number if it comes down to equity and all.

THE COURT: I will recognize that he has additionally done the calculation on your concept of things.

MR. GRIFFIN: Right.

THE COURT: So if you want to make that an additional exhibit.

MR. GRIFFIN: I think's it's fine we'll just keep it Plaintiff's six.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

THE COURT: This certainly needs to be --

MR. GRIFFIN: Sure. Let's mark that.

THE COURT: This yellow paper. So if you'll get both of these into evidence.

MR. GRIFFIN: Yeah, we'll mark them separately.

THE COURT: Don't you have them in your hand?

MR. GRIFFIN: I have copies.

THE COURT: Right.

MR. GRIFFIN: So let's make this the next exhibit.

(Whereupon, Duplicate P-Exhibit No. 6 was introduced as Petitioner's Exhibit No. 16.)

(Whereupon, Handwritten Calculation was introduced as Petitioner's Exhibit No. 17.)

MR. GRIFFIN: So the revised Plaintiff's six is now Plaintiff's 16, and this handwritten calculation will be Plaintiff's 17.

THE COURT: Questions?

MS. DURANT: No, Your Honor.

THE COURT: Questions?

MR. GRIFFIN: No, your Honor.

THE COURT: Thank you so much.

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

MR. DURANT: Thank you.

MR. SOWELL: No questions. I did want to say, though, since he's testified subsequent to our motion for a directed verdict, that we would renew our motion for directed verdict on the ground that the only reasonable inference to be drawn from all the evidence and testimony is that our construction and interpretation of the Trust document paragraph two is the only reasonable construction.

MR. GRIFFIN: Your Honor, there's -- you can't have extrinsic evidence to alter the plain terms of the agreement. I understand there may be some ambiguity in what lifetime gifts mean and when they began, and I understand you allowed evidence on that. But to read in to the language of that equalization clause the mathematical formula espoused by Mr. Johnson is rewriting the whole clause. I mean it clearly says you determine the amount of gifts for the issue of Ellen Corontzes and Beach Brooker as well as their spouses, then to the amount specified from the date of the gift you add five percent. And then it says the sum of (a) and (b) above shall be distributed. You can't rewrite that. They wrote

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

it. And the issue is what did Mrs. Brooker intend when she signed it? And there's been no testimony. There's testimony what Mr. Johnson intended when he wrote it, but you can't read this and in any way glean that this intent here is you take the greater of these two pots and you add five percent and you compare the two and that's what she gets. Now, it says equalization distribution. And I think it's important to look at it in the whole context. And as Mr. DuRant did the lifetime gifts, we know that before the date of this agreement, depending on how you do the 240, but it's pretty much equal. Before it was either 700,000 or 900,000, depending if you do the 529. Before the date of this. After the date, it's 800, we now know it's over a million. But what's interesting is before and after they're pretty much close to the same. And so you do get to equalization if you sum (a) and (b). If you take into account lifetime gifts, not just gifts given after the date of this. And so the question is what does Mrs. Brooker intend? And the only thing we can say is she signed this document, she had to read it like the rest of us. And she had to know that before the date of this agreement,

that she'd given away some 800 to 900,000, not to the brothers and sisters, but to the spouses and grandchildren. And that you do get equal in this case.

MR. SOWELL: Nothing further from me.

THE COURT: All right. I'm under advisement, thank y'all.

MR. SOWELL: Thank you.

MR. GRIFFIN: Your Honor, I will submit a fee affidavit and cost affidavit.

THE COURT: You need to do that.

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(Whereupon, there being no further testimony, the proceeding concluded at 4:42 p.m.)

ELECTRONICALLY FILED - 2019 Jul 10 2:10 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4003582

Barbara Hammond

From: Bess DuRant <bdurant@sowelldurant.com>
Sent: Wednesday, February 06, 2019 11:06 AM
To: Barbara Hammond
Subject: Fwd: 10:30 Hearing Preparation

Court #1
EXHIBIT NO:
WITNESS:
DATE
THOMPSON COURT REPORTING INC.

Sent from my iPhone

Begin forwarded message:

From: MATTHEW BROCK <BROCK.MATTHEW@richlandcountysc.gov>
Date: February 6, 2019 at 9:55:54 AM EST
To: "Jim Griffin" <JGriffin@griffindavislaw.com>, "Maggie Fox" <MFox@griffindavislaw.com>, "bsowell@sowelldurant.com" <bsowell@sowelldurant.com>, Bess DuRant <bdurant@sowelldurant.com>
Subject: 10:30 Hearing Preparation

Dear Attorneys,

In preparation for the 10:30 hearing, it is imperative that we all are working under the same definition of what "any lifetime gifts" would be. Judge McCulloch sees it as Mr. Brooker's fiduciary duty, given the directives in the trust and as the Decedent's agent under any power of attorney he may have had, to review all records of his mother, Mrs. Brooker, and to review all accounts, including bank accounts, investment accounts, or any other assets held, looking for transfers she made from 2007 to her death. This is necessary to, and the Judge expects to see, a chart that documents any transfers from the Trustee or Settlor to all spouses and grandchildren. Also, please provide to the Judge all account statements in support of these investigations.

Thank you so much in advance.

Matthew Brock
Judicial Law Clerk
Richland County Probate Court
Brock.matthew@richlandcountysc.gov
8035761989

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TRUST AGREEMENT

Introductory Clause. This Agreement made this the 16th day of October, 2007, between **JANET B. BROOKER**, hereinafter referred to as the Settlor and **BEACHAM O. BROOKER, JR. AND JANET B. BROOKER**, hereinafter referred to singularly as an individual trustee and hereinafter collectively referred to as the Trustee. During the lifetime of the Settlor and after the death of the Settlor but prior to final distribution herein this trust shall be known as the **"JANET B. BROOKER TRUST".**

ARTICLE I

Description of Property Transferred. The Settlor has paid over, assigned, granted, conveyed, transferred and delivered, and by this Agreement does hereby pay over, assign, grant, convey, transfer and deliver unto the Trustee the property described in Schedule A, annexed hereto and made a part hereof, and may cause the Trustee to be designated as beneficiary of certain life insurance policies. Any insurance policies that may be delivered to the Trustee hereunder or under which the Trustee may be designated as beneficiary, the proceeds of all such policies being payable to the Trustee, and any other property that may be received or which has been received by the Trustee hereunder, as invested and reinvested (hereinafter referred to as the "Trust Estate"), shall be held, administered and distributed by the Trustee as hereinafter set forth.

ARTICLE II

Provisions for Settlor During Lifetime. The Trustee shall hold, manage, invest and reinvest the Trust Estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

(1) During the lifetime of the Settlor, the Trustee shall pay to or apply for the benefit of the Settlor all the net income from this Trust.

(2) During the lifetime of the Settlor, the Trustee may pay to or apply for the benefit of the Settlor such sums from the principal of this Trust as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Settlor, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Settlor known to the Trustee.

ARTICLE III

Settlor's Rights to Amend, Change or Revoke the Trust Agreement. The Settlor may, by signed instruments delivered to the Trustee during the Settlor's life: (1) withdraw property from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; (2) add other property to the Trust; (3) change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; (5) revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation.

EXHIBIT NO. #1
WITNESS:
DATE
THOMPSON COURT REPORTING INC.

EXHIBIT
P 1
Brooker

ARTICLE IV

Discretionary Provisions for Trustee to Deal with Settlor's Estate and Make Payment of Debts and Taxes. After the Settlor's death, the Trustee, if in its discretion it deems it advisable, may pay all or any part of the Settlor's funeral expenses, legally enforceable claims against the Settlor or the Settlor's estate, reasonable expenses of administration of the Settlor's estate, any allowances by court order to those dependent upon the Settlor, any estate, inheritance, succession, death or similar taxes payable by reason of the Settlor's death, together with any interest thereon or other additions thereto, without reimbursement from the Settlor's personal representatives, from any beneficiary of insurance upon the Settlor's life, or from any other person. All such payments, except of interest, shall be charged generally against the principal of the Trust Estate includable in the Settlor's estate for Federal estate tax purposes and any interest so paid shall be charged generally against the income thereof; provided, however, any such payments of estate, inheritance, succession, death or similar taxes (except generation-skipping transfer taxes) shall be charged against the principal constituting the Trust Estate and any interest so paid shall be charged against the income thereof. If such share or trust was created as a fraction, then such taxes thus paid shall reduce the numerator of that share or trust and the Trust Estate, thus likewise reducing the denominator of the fraction. The Trustee may make such payments directly or may pay over the amounts thereof to the personal representatives of the Settlor's estate. Written statements by the personal representatives of such sums due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee and the Trustee shall be under no duty to see to the application of any such payments. If administrative expenses are deducted on the estate's income tax return but paid from principal, then they shall be charged against the Trust Estate.

ARTICLE V

Specific Distributions. Upon the death of the Settlor, the Trustee shall make the following distributions:

(1) General Distribution of Personal and Household Effects With a Mandatory Memorandum. All the Settlor's personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, shall be distributed as follows:

(a) The Settlor may leave written memoranda disposing of certain items of tangible personal property. Any such item of tangible personal property shall pass according to the terms of such memoranda in existence at the time of the Settlor's death. If no such written memoranda are found or identified by the Trustee within ninety (90) days after the Settlor's death, it shall be conclusively presumed that there are no such memoranda and any subsequently discovered memoranda shall be ineffective. Any property given and devised to a beneficiary who is not living at the time of the Settlor's death and for whom no effective alternate provision has been made shall pass according to the provisions of the following subparagraph, and not pursuant to any anti-lapse statute.

(b) In default of such memoranda, or to the extent such memoranda do not completely or effectively dispose of such property, the rest of the Settlor's personal and household effects of every kind shall be distributed to the Settlor's children surviving the Settlor, in approximately equal shares; provided, however, the issue of a deceased child surviving the Settlor shall take per stirpes the share their parent would have taken had he or she survived the Settlor. If the Settlor's issue do not agree to the division of the property among themselves, the Trustee shall make such division among them, the decision of the Trustee to be in all respects binding upon the Settlor's issue. If any beneficiary hereunder is a minor, the Trustee 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 it is distributed shall be a complete discharge of the Trustee.

(2) **Equalizing Distribution to the Settlor's Daughter, JULIA B. BROOKER.** The Settlor has previously made lifetime gifts and intends to continue such gifting program until the date of the Settlor's death to the Settlor's children, the Settlor's issue and spouses of the Settlor's children. Because the Settlor's daughter, **JULIA B. BROOKER** is not married and has no children or issue, the Settlor intends that at the Settlor's death, an equalizing distribution will be made to the Settlor's said daughter pursuant to the terms of this paragraph for lifetime gifts made to such daughter's siblings' spouses or siblings' issue which equalizing distribution will be determined as follows:

(a) From the date of this trust forward the Trustee shall determine the date and the amount of any lifetime gifts made by the Settlor to issue of Ellen B. Corontzes and Beachum O. Brooker, Jr. as well as the spouses of Ellen B. Corontzes and Beachum O. Brooker, Jr.

(b) To such amount specified above from the date of such gift an interest rate of five (5%) percent shall be applied to the amount of such gift which interest rate shall continue until this distribution is satisfied and which rate shall not compound.

(c) The sum of (a) and (b) above shall be distributed to the Settlor's daughter, **JULIA B. BROOKER** if she shall survive the Settlor.

(3) **Definition of Trust Estate.** As used in this Trust Agreement, the words "Trust Estate" shall mean the entire Trust Estate minus the specific distributions under this Article.

ARTICLE VI

Trust Estate to Settlor's Issue. Upon the death of the Settlor, the Trust Estate (which shall include any property which may be added from the Settlor's general estate) shall be held in trust or paid over and distributed to the Settlor's surviving children in equal shares, provided, however, the then living issue of a deceased child of the Settlor shall take per stirpes the share their parent would have taken had he or she survived the Settlor. Provided, further, that any share due the Settlor's son, Beachum O. Brooker, Jr., if he shall survive the Settlor and any share due the Settlor's daughter, Ellen B. Corontzes, if she shall survive the Settlor shall first be allocated to the lifetime generation skipping trusts created for such named children ("Beacham

O. Brooker, Jr. Family Trust dated May 12, 1997;" "Ellen B. Corontzes Family Trust dated May 12, 1997") but only to the extent that the Settlor's estate has available generation skipping tax exemption remaining to be allocated among such trusts. The Settlor intends that any available generation skipping tax exemption be allocated equally among the "Beacham O. Brooker, Jr. Family Trust dated May 12, 1997" and the "Ellen B. Corontzes Family Trust dated May 12, 1997."

ARTICLE VII

Trustee Succession, Trustee's Fees and Other Matters. The provisions for naming the Trustee, Trustee succession, Trustee's fees and other matters are set forth below:

(1) **Individual Trustees Succession.** If the individual Trustee should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, the remaining individual Trustee shall continue to serve without a successor or substitute.

(2) **Succession If Original Trustees Cannot Act.** If all the Settlor's original Trustees should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, then the successor or substitute Trustee who shall also serve without bond shall be the Settlor's daughter, **JULIA B. BROOKER.**

(3) **Final Succession If All Individual Trustees Cannot Act.** If all the Settlor's individual Trustees should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, then the successor or substitute Trustee who shall also serve without bond shall be the Settlor's daughter, **ELLEN B. CORONTZES.**

(4) **Fee Schedule for Individual Trustee.** For its services as Trustee, the individual Trustee shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

(5) **Delegation Among Trustees.** When there is more than one individual or entity serving as co-Trustees, then any Trustee may delegate to any other Trustee the power to exercise any or all of the powers granted to the Trustees in this Trust Agreement, including those powers, which are discretionary, to the extent allowed by law. Any delegating Trustee may revoke any such delegation with written notice to the other serving co-Trustees. The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing signed by the delegating co-Trustee. As long as any such delegation is in effect, any of the delegated powers may be exercised by the Trustee receiving such delegation with the same force and effect as if the delegating Trustee had personally joined in the exercise of such power. Provided, however, that if such Trustee, or co-Trustee, shall also be a current beneficiary and such delegation shall be deemed to create in that Trustee a right that shall be deemed to be a general power of appointment, then such individual Trustee shall not be vested with such right to delegate such power.

(6) **Limitations on Trustees.** No person who at any time is acting as Trustee hereunder shall have any power or obligation to participate in any discretionary authority which the Settlor has given to the Trustee to pay principal or income to such person, or for his or her benefit or in

relief of his or her legal obligations; provided, however, if an individual trustee (who is also a beneficiary) is the sole trustee or at any time is acting as the sole trustee, and such trustee has discretion to invade principal for himself or herself and such discretionary authority is limited by an ascertainable standard, then such trustee may invade principal (if limited by such standard) for himself or herself but not in relief of his or her legal obligations.

(7) **Trustee Accountings and Settlement.** The Trustee shall report on Trust activities and account to the beneficiaries, as follows:

(a) **Trustee Accountings.** If there are more than nominal assets in the Trust, the Trustee shall render an accounting of the Trust's receipts and disbursements and a statement of the assets and liability of the Trust at least annually to each current income beneficiary and all beneficiaries entitled by law to receive an accounting. The Trustee may, but shall not be required to, file such accountings with the Court having jurisdiction of the Trust. The Settlor specifically waives any requirement for formal or court approved accounting. If the Trustee provides an accounting to each current income beneficiary and all beneficiaries entitled by law and those beneficiaries do not notify the Trustee in writing of an objection to such accounting within ninety (90) days of the receipt of such accounting, then the accounting shall be deemed accepted and approved by such beneficiary.

(b) **Settlement of Trustee Accounting.** During the period of time that this Trust may be revoked by the Settlor, the Trustee may render an accounting of its administration of the Trust to the Settlor. The Settlor's written acceptance and approval of such accounting shall be binding upon all present and future Trust beneficiaries.

(c) **Settlement of Trustee Accounting by Beneficiaries.** The Trustee may at any time settle its account with respect to the Trust Estate, or any separate share of the Trust Estate, by a written agreement. The written agreement shall be between the Trustee and all appropriate living income beneficiaries and remainder beneficiaries for the Trust Estate, or separate Trust share as appropriate. If a beneficiary is either a minor or incompetent, then the guardian for such person may represent such individual. Such agreement shall bind all persons then or thereafter entitled to such share of the Trust Estate for which the Trustee and beneficiaries reached written agreement. Such agreement shall constitute a complete release and discharge of the Trustee for the acts of the Trustee covered in the accounting and the period covered by the agreement.

(d) **Settlement of Trustee Accounting Upon Termination of Trust.** Prior to either delivering the Trust Estate to a successor Trustee or making a complete distribution of all or a separate share of the Trust Estate, the Trustee shall prepare and deliver its accounting of the Trust or the applicable Trust share, as appropriate, to the appropriate beneficiaries. The Settlor and/or applicable beneficiaries may waive such requirements for such accounting.

ARTICLE VIII

Definition of Trustee. Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply

equally to the Trustee or Co-trustees named herein and to any successor or substitute Trustee or Co-trustee acting hereunder, and such successor or substitute Trustee or Co-trustee shall have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE IX

Powers for Trustee. The Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property, real or personal, at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:

(1) To collect trust property and accept or reject additions to the Trust Estate from a Settlor or any other person.

(2) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although such property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.

(3) To deposit trust money in accounts of all types, including margin accounts, in all types of regulated financial service institutions.

(4) To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, limited liability companies or similar entities, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

(5) To abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration.

(6) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or on credit, at public or private sale, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.

(7) To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

(8) To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

(9) To sell or exercise stock subscription or conversion rights.

(10) To refrain from voting or to vote shares of stock which are a part of the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.

(11) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

(12) To borrow money with or without security and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee.

(13) To pledge the Trust Estate and to cause this Trust to guarantee loans made by others to a beneficiary or any business owned by the Trust.

(14) To enter for any purpose into a lease as lessor or lessee, including a lease or other arrangement for exploration and removal of natural resources, with or without option to purchase or renew for a term within or extending beyond the term of the Trust.

(15) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate public or private easements to private or public use without consideration, including by way of example qualified conservation and façade easements.

(16) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

(17) To continue and operate any business or other enterprise owned by the Settlor at the Settlor's death, whether an interest in a proprietorship, partnership, limited liability company, business trust, corporation, or other form of business or enterprise, and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable by shareholders, members, or property owners, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to merge or otherwise change the form of business organization or contribute additional capital, close out, liquidate, or sell the business at such time and upon such terms as it shall deem best.

(18) To collect, receive, and receipt for rents, issues, profits, and income of the Trust Estate.

(19) To insure the assets of the Trust Estate against damage or loss and to insure the Trustee, the Trustee's agents, and beneficiaries against liability arising from the administration of the Trust.

(20) To select a mode of payment under any employee benefit or retirement plan, annuity, or life insurance payable to the Trustee, exercise rights thereunder, including exercise of the right to indemnification for expenses and against liabilities, and take appropriate action to collect the proceeds.

(21) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity.

(22) To compromise, adjust, arbitrate, sue on or defend, abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration, or otherwise deal with and settle claims in favor of or against the Trust Estate or to prosecute or defend an action, claim, or judicial proceeding in any jurisdiction to protect the Trust Estate and the Trustee in the performance of the Trustee's duties, as the Trustee shall deem best.

(23) To exercise elections with respect to federal, state, and local taxes.

(24) To employ and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, appraisers, and other assistants and advisors deemed by the Trustee needful for the proper administration of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care.

(25) To appoint a Trustee to act in another jurisdiction with respect to the Trust Estate located in the other jurisdiction, confer upon the appointed Trustee all of the powers and duties of the appointing Trustee, require that the appointed Trustee furnish security, and remove any Trustee so appointed.

(26) To determine what shall be fairly and equitably charged or credited to income and what to principal.

(27) To resolve a dispute concerning the interpretation of the Trust or its administration by mediation, arbitration, or other procedure for alternative dispute resolution.

(28) To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

(29) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries.

(30) In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement.

(31) To purchase property, real or personal, from the Settlor's general estate upon such terms and conditions as to price and terms of payment as the Settlor's personal representatives and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Settlor's personal representatives and the Trustee are the same shall in no way affect the validity of this provision.

(32) To lend funds to the Settlor's general estate or to a beneficiary upon such terms and conditions as to interest rates, maturities, and security as the Settlor's personal representatives and the Trustee shall consider to be fair and reasonable under the circumstances, the fact that they may be the same in no way affecting the validity of this provision.

(33) To receive property bequeathed, devised or donated to the Trustee by the Settlor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to Personal Representatives, donors, insurance companies and other parties adding property to the Trust Estate.

(34) To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably

determines that the administration as a single trust is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(35) To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(36) To divide property in any trust being held hereunder with an inclusion ratio, as defined in section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero, to create trusts to receive property with an inclusion ratio of either one or zero and if this cannot be done to refuse to accept property which does not have a matching inclusion ratio to the receiving trust's ratio, all as the Trustee in its sole discretion deems best.

(37) If the Trustee shall act as the Personal Representative of the Settlor's estate, to elect to allocate any portion or all the Settlor's generation-skipping transfer exemption provided for in Code section 2631 or under similar future legislation, in effect at the time of the Settlor's death, to any portion or all of any other trusts or bequests in the Settlor's Will or any other transfer in which the Settlor is the transferor for purposes of the generation-skipping tax. Generally, the Settlor anticipates that the Settlor's Personal Representative will elect to allocate this exemption first to direct skips as defined in Code section 2612, then in such other manner as the Trustee deems appropriate, unless it would be inadvisable based on all the circumstances at the time of making the allocation; and to make the special election under section 2652(a)(3) of the Code to the extent the Settlor's Personal Representative deems in the best interest of the Settlor's estate.

ARTICLE X

Provision for Trustee to Act as Trustee for Beneficiary Under Age Twenty-One. If any share hereunder becomes distributable to a beneficiary who has not attained the age of Twenty-one (21), such share shall immediately vest in the beneficiary, but notwithstanding the provisions herein, the Trustee shall retain possession of the share in trust for the beneficiary until the beneficiary attains the age of Twenty-one (21), using so much of the net income and principal of the share as the Trustee deems necessary to provide for the medical care, education, support and maintenance in reasonable comfort of the beneficiary, taking into consideration to the extent the Trustee deems advisable any other income or resources of the beneficiary or his or her parents known to the Trustee. Any income not so paid or applied shall be accumulated and added to principal. The beneficiary's share shall be paid over and distributed to the beneficiary upon attaining age Twenty-one (21), or if he or she shall sooner die, to his or her personal representatives. The Trustee shall have with respect to each share so retained all the powers and discretions it had with respect to the trusts created herein generally.

ARTICLE XI

Trustee's Discretion in Making Payments to a Person Under Age Twenty-One, Incompetent, or Incapacitated Person. In case the income or principal payment under any trust created hereunder or any share thereof shall become payable to a person under the age of Twenty-one (21), or to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the medical care, education, support and maintenance in reasonable comfort of the beneficiary; (4) by the Trustee using such amounts directly for the beneficiary's care, support and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act.

ARTICLE XII

Discretion in Trustee to Terminate Small Trust and Distribute to Income Beneficiary. If at any time any trust created hereunder has a fair market value as determined by the Trustee of Fifty Thousand ($50,000.00) Dollars or less, the Trustee, in its absolute discretion if it determines that it is uneconomical to continue such trust, may terminate such trust and distribute the trust property to the person or persons then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

ARTICLE XIII

Definitions of Family. The following definitions shall be used to define the family:

(1) **Definition of Children.** For purposes of this Trust, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated. The terms "child," "children," "issue," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent. For purposes of this trust the anti-lapse shall not apply as the Settlor has named successor takers where it is the Settlor's intent so to do.

(2) **Inclusion of Adopted Children.** For purposes of this Trust, if a person, who at the time of such legal adoption proceeding is commenced is then under the age of twenty-one (21) years, has been adopted, that person shall be considered a child of such adopting parent and such adopted child and his or her issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

(3) **Definition of Per Stirpes.** The term "per stirpes" as used herein has the identical meaning as the term "taking by representation" as defined in the South Carolina Probate Code.

ARTICLE XIV

Definition of Words Relating to the Internal Revenue Code. As used herein, words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to the Settlor's estate. For purposes of this Trust Agreement, the Settlor's "available generation-skipping transfer exemption" means the generation-skipping transfer tax exemption provided in section 2631 of the Internal Revenue Code of 1986, as amended, in effect at the time of the Settlor's death reduced by the aggregate of (1) the amount, if any, of the Settlor's exemption allocated to lifetime transfers of the Settlor by the Settlor or by operation of law, and (2) the amount, if any, the Settlor has specifically allocated to other property of the Settlor's gross estate for federal estate tax purposes. For purposes of this Trust Agreement if at the time of the Settlor's death the Settlor has made gifts with an inclusion ratio of greater than zero for which the gift tax return due date has not expired (including extensions) and the Settlor has not yet filed a return, it shall be deemed that the Settlor's generation-skipping transfer exemption has been allocated to these transfers to the extent necessary (and possible) to exempt the transfer(s) from generation-skipping transfer tax. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of the Settlor's death.

ARTICLE XV

Simultaneous Death Provision Presuming Beneficiary Predeceases Settlor. If any beneficiary and the Settlor should die under such circumstances as would make it doubtful whether the beneficiary or the Settlor died first, then it shall be conclusively presumed for the purposes of this Trust that the beneficiary predeceased the Settlor.

ARTICLE XVI

State Law to Govern. This Trust Agreement and the trusts created hereby shall be construed, regulated and governed by and in accordance with the laws of the State of South Carolina.

ARTICLE XVII

Spendthrift Provision. Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the fiduciary hereunder, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

Testimonium Clause. IN WITNESS WHEREOF, the Settlor and the Trustee have executed this Trust Agreement.

WITNESSES:

JANET B. BROOKER

SETTLOR

BEACHAM O. BROOKER, JR. AND
JANET B. BROOKER

INDIVIDUAL TRUSTEE

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

Personally appeared the undersigned witness and made oath that she saw the within named Settlor and Trustee sign, seal and as their act and deed deliver the within Trust Agreement and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

Barbara Hammond

Sworn to before me this

16th day of October, 2007.

Notary Public for South Carolina

My Commission expires: 2/24/2013

SCHEDULE "A"

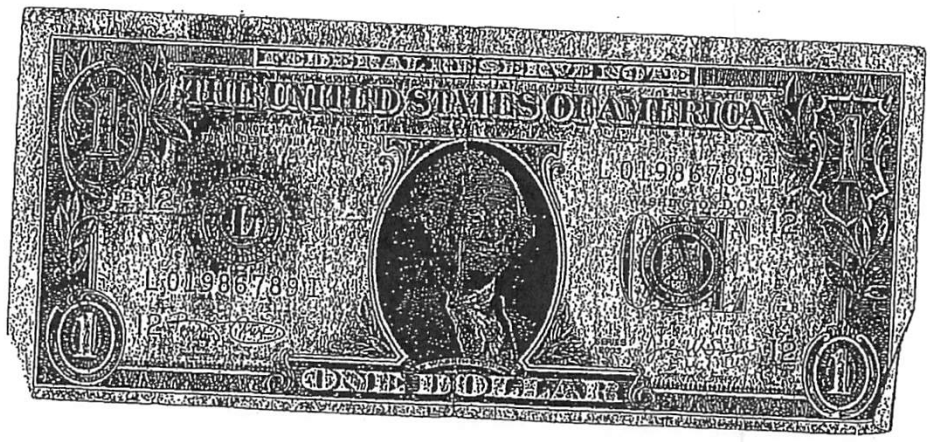
List of Assets

Janet B Brooker
JANET B. BROOKER

SETTLOR

Janet B Brooker
Beacham O. Brooker Jr.
BEACHAM O. BROOKER, JR. AND
JANET B. BROOKER

INDIVIDUAL TRUSTEE



- Salomon Smith Barney account number 607-61224-12 for the period September 1999 through September 2010. This account was closed during September 2010 by transfer of remaining assets to Stephens account number 137607881. This was Janet Brooker's IRA account. No distributions were made to a subject beneficiary from this account during the period reviewed.
- Salomon Smith Barney account number 607-81026-10 for the period December 1998 through November 2010. Substantially all of the assets in this account were transferred during August 2010 to Stephens account number 137616296. This was a personal investment account of Janet Brooker from which she wrote checks and made transfers to and for the benefit of the subject beneficiaries.
- Salomon Smith Barney account number 607-10172-11 for the period December 1998 through September 2007 when substantially all assets were transferred to Salomon Smith Barney account number 607-81026-01.
- Salomon Smith Barney account number 607-81027-19 for the period December 1998 through June 2002 when substantially all of the assets were transferred to other Salomon Smith Barney accounts including those of the subject beneficiaries. This account was designated as Janet Brooker's "Special Account."
- Stephens account number 137616296 for the period August 6, 2010 (when opened with the transfer of substantially all assets held in the Salomon Smith Barney account number 607-81026-10) through June 2015. Substantially all of the assets held in this account were transferred to Stephens account number 322500645 during May 2015 subsequent to Janet Brooker's death.
- Stephens account number 322500645 for the(when opened with the transfer of period beginning May 29, 2015 through January 2018. This account is owned by the Janet B. Brooker Irrevocable Trust under Trust dated October 16, 2007.
- Stephens account number 137607881 for the period beginning September 16, 2010 (when opened with the transfer of substantially all assets held in the Salomon Smith Barney account number 607-61224-12) through August 11, 2015 (when the account was closed by transfers to IRA accounts for Beacham, Julia and Ellen).
- Stephens account number 208048369 for the period beginning May 21, 2015 through January 2018. This is the Estate of Janet B. Brooker account.
- First Community Bank account number __0729 for the period April 2000 through January 31, 2018 when the account was closed. This was Mrs. Brooker's savings account.
- First Community Bank account number __1536 for the period May 12, 2015 through January 31, 2018. This is the Estate of Janet Brooker account.
- First Community Bank account number __1063 for the period December 23, 2002 through May 22, 2015 when the account was closed. This account was a personal account primarily used by Mrs. Brooker to pay living expenses.
- First Community Bank account number __8788 for the period January 31, 2008 through May 22, 2015 when the account was closed. This was Mrs. Brooker's money market account; transfers out were only made to First Community account number __1063.

EXHIBIT NO: #3
WITNESS:
DATE
THOMPSON COURT REPORTING INC.

- Documents produced by William Sellars – SELLARS1-1492.
- Documents produced by W. Steven Johnson – T&J0001-4946.
- Deposition transcripts of Julia B. Brooker on September 1, 2017; Ellen B. Corontzes on January 24, 2018; Beacham O. Brooker, Jr., on January 24, 2018; W. Steven Johnson on January 12, 2018; and William Sellars on January 11, 2-18.
- Copy of the Petition in this matter.

Sincerely,

George W. DuRant

George W. DuRant

Check No.	Date	Description	Beneficiary	Amount	No. Days	Interest	Bates #		Account	File	Ref
	6/1/92	191 sh. Martin Marietta	Arthur B. Corontzes	9,979.75	9,495	12,980.51	SELLARS	10	03W-101125		
	1/8/93	146 sh. Martin Marietta	Arthur B. Corontzes	9,891.00	9,274	12,565.63	SELLARS	104			
	1/10/94	230 sh. Martin Marietta	Arthur B. Corontzes	9,975.00	8,907	12,170.87	SELLARS	127			
	1/10/95	217 sh. Martin Marietta	Arthur B. Corontzes	9,982.00	8,542	11,680.31	SELLARS	164			
	1/11/96	130 sh. Lockheed Martin	Arthur B. Corontzes	9,880.00	8,176	11,065.60	SELLARS	174			
	1/16/97	96 sh. Lockheed	Arthur B. Corontzes	8,436.48	7,805	9,020.10	SELLARS	194			
	1/16/97	100 sh. First Community	Arthur B. Corontzes	1,100.00	7,805	1,176.10	SELLARS	194			
	1/15/98	98 sh. Lockheed Martin	Arthur B. Corontzes	9,793.88	7,441	9,983.05	SELLARS	354			
	1/4/99	215 sh Amsouth	Arthur B. Corontzes	9,675.00	7,087	9,392.70	SELLARS	400			
	1/18/00	607-81040-01	Arthur B. Corontzes	9,500.00	6,708	8,729.59	MORGAN ST	5012	SB607-81027-19	Sellars	436
	1/11/01	607-81040-01	Arthur B. Corontzes	9,573.15	6,349	8,326.02	MORGAN ST	5057	SB607-81027-19	SELLARS	469
1031	4/25/01	Arthur B. Corortzes	Arthur B. Corontzes	110.00	6,245	94.10	MORGAN ST	1511	SB607-81026-10		
	4/17/02	607-81040-01	Arthur B. Corontzes	9,913.20	5,888	7,995.74	MORGAN ST	5101	SB607-81027-19	SELLARS	518
1233	4/17/04	Arthur B. Corontzes	Arthur B. Corontzes	114.00	5,157	80.53	MORGAN ST	4448	SB607-10172-11		
472	12/25/04	Arthur B. Corontzes	Arthur B. Corontzes	50.00	4,905	33.60	First Com Ban	323	1063		
473	12/25/04	Arthur B. Corontzes	Arthur B. Corontzes	100.00	4,905	67.19	First Com Ban	323	1063		
1295	12/24/05	Arthur B. Corortzes	Arthur B. Corontzes	100.00	4,541	62.21	MORGAN ST	2577	SB607-81026-10		
1234	4/15/06	Arthur B. Corontzes	Arthur B. Corontzes	115.00	4,429	69.77	MORGAN ST	4520	SB607-10172-11		
1337	4/17/06	Arthur B. Corortzes	Arthur B. Corontzes	116.00	4,427	70.35	MORGAN ST	2646	SB607-81026-10		
1162	12/26/06	Arthur B. Corontzes	Arthur B. Corontzes	350.00	4,174	200.12	First Com Ban	402	1063		
1182	4/26/07	Arthur B. Corontzes	Arthur B. Corontzes	117.00	4,053	64.96	First Com Ban	390	1063		
	10/1/07	Future Scholar	Arthur B. Corontzes	60,000.00	3,895	32,013.70	MORGAN ST	3070	SB607-81026-10	SELLARS	567
1633	2/28/08	Arthur B. Corortzes	Arthur B. Corontzes	190.00	3,745	97.47	MORGAN ST	3249	SB607-81026-10		
226	5/1/08	Arthur B. Corontzes	Arthur B. Corontzes	118.00	3,682	59.52	First Com Ban	429	1063		
	12/31/08	Cash	Arthur B. Corontzes	12,000.00	3,438	5,651.51	SELLARS	668			
	1/8/09	607-81040-01	Arthur B. Corontzes	12,774.60	3,430	6,002.31	MORGAN ST	3585	SB607-81026-10		
114	4/9/09	Arthur B. Corontzes	Arthur B. Corontzes	119.00	3,339	54.43	First Com Ban	475	1063		
211	12/24/09	Arthur B. Corontzes	Arthur B. Corontzes	200.00	3,080	84.38	First Com Ban	559	1063		
	1/6/10	607-81040-01	Arthur B. Corontzes	6,598.79	3,067	2,772.40	MORGAN ST	3885	SB607-81026-10		
	1/6/10	607-81040-01	Arthur B. Corontzes	6,380.66	3,067	2,680.75	MORGAN ST	3885	SB607-81026-10		
302	4/12/10	Arthur B. Corontzes	Arthur B. Corontzes	120.00	2,971	48.84	First Com Ban	545	1063		
	1/5/11	Gift to A/C 114517817 A B Corontzes T	Arthur B. Corontzes	13,000.00	2,703	4,813.56	STEPHENS	134	137616296		
343	5/9/11	Arhtur Corontzes	Arthur B. Corontzes	121.00	2,579	42.75	GWD	174	1063		
	1/5/12	125 sh JP Morgan Chase & Co. Arthur I	Arthur B. Corontzes	4,460.00	2,338	1,428.42	STEPHENS	382	137616296		
	1/5/12	200 sh Intel Arthur B. Corontzes	Arthur B. Corontzes	5,080.00	2,338	1,626.99	STEPHENS	382	137616296		
	1/5/12	65 sh Progress Energy Inc. Arthur B. Co	Arthur B. Corontzes	3,531.45	2,338	1,131.03	STEPHENS	381	137616296		
	1/2/13	Arthur Corontzes	Arthur B. Corontzes	13,000.00	1,975	3,517.12	STEPHENS	625	137616296		
	2/8/13	Arthur Corontzes	Arthur B. Corontzes	1,000.00	1,938	265.48	STEPHENS	652	137616296		
	1/3/14	Arthur Corontzes	Arthur B. Corontzes	14,000.00	1,609	3,085.75	STEPHENS	863	137616296		
	1/2/15	Arthur Corontzes	Arthur B. Corontzes	14,000.00	1,245	2,387.67	STEPHENS	1092	137616296		
		AVG HAMMOND / GRANDCHILD	Arthur B. Corontzes	109,361.37		68,361.44					
			Arthur B. Corontzes Total	384,926.33		251,954.57					
	8/10/93	125 sh. Martin Marietta	Beacham O. Corontzes	10,000.00	9,060	12,410.96	SELLARS	105			
	1/10/94	230 sh. Martin Marietta	Beacham O. Corontzes	9,975.00	8,907	12,170.87	SELLARS	127			
	1/10/95	217 sh. Martin Marietta	Beacham O. Corontzes	9,982.00	8,542	11,680.31	SELLARS	164			
	1/11/96	130 sh. Lockheed Martin	Beacham O. Corontzes	9,880.00	8,176	11,065.60	SELLARS	174			

Check No.	Date	Description	Beneficiary	Amount	No. Days	Interest	Bates #		Account	File	Ref
	1/16/97	96 sh. Lockheed	Beacham O. Corontzes	8,436.48	7,805	9,020.10	SELLARS	193			
	1/16/97	100 sh. First Community	Beacham O. Corontzes	1,100.00	7,805	1,176.10	SELLARS	193			
	1/15/98	98 sh. Lockheed Martin	Beacham O. Corontzes	9,793.88	7,441	9,983.05	SELLARS	353			
	1/4/99	215 sh Amsouth	Beacham O. Corontzes	9,675.00	7,087	9,392.70	SELLARS	400			
	1/18/00	607-81033-01	Beacham O. Corontzes	9,500.00	6,708	8,729.59	MORGAN ST	5012	SB607-81027-19	SELLARS	436
	1/11/01	607-81033-01	Beacham O. Corontzes	9,573.15	6,349	8,326.02	MORGAN ST	5057	SB607-81027-19	SELLARS	469
1080	7/5/01	Beacham Owens Corontzes	Beacham O. Corontzes	100.00	6,174	84.58	MORGAN ST	1595	SB607-81026-10		
	4/17/02	607-81033-01	Beacham O. Corontzes	9,913.20	5,888	7,995.74	MORGAN ST	5101	SB607-81027-19	SELLARS	518
1080	7/6/03	Beach I Corontzer	Beacham O. Corontzes	100.00	5,443	74.56	MORGAN ST	1978	SB607-81026-10		
1081	7/6/06	Beacham O Corontzes	Beacham O. Corontzes	113.00	4,347	67.29	First Com Ban	344	1063		
1211	7/25/07	Beacham O Corontzes	Beacham O. Corontzes	114.00	3,963	61.89	First Com Ban	381	1063		
	10/1/07	Future Scholar	Beacham O. Corontzes	60,000.00	3,895	32,013.70	MORGAN ST	3069	SB607-81026-10	SELLARS	566
1658	7/13/08	Beacham Coroutzes	Beacham O. Corontzes	115.00	3,609	56.85	MORGAN ST	3418	SB607-81026-10		
	12/31/08	Cash	Beacham O. Corontzes	12,000.00	3,438	5,651.51	SELLARS	667			
1690	1/6/09	Beacham O. Corontzes	Beacham O. Corontzes	100.00	3,432	47.01	MORGAN ST	3614	SB607-81026-10		
	1/8/09	607-81033-01	Beacham O. Corontzes	12,774.60	3,430	6,002.31	MORGAN ST	3585	SB607-81026-10		
147	7/2/09	Beacham O Corontzes	Beacham O. Corontzes	116.00	3,255	51.72	First Com Ban	464	1063		
212	12/24/09	Beacham O Corontzes	Beacham O. Corontzes	200.00	3,080	84.38	First Com Ban	559	1063		
	1/6/10	607-81033-01	Beacham O. Corontzes	6,598.79	3,067	2,772.40	MORGAN ST	3885	SB607-81026-10		
	1/6/10	607-81033-01	Beacham O. Corontzes	6,380.66	3,067	2,680.75	MORGAN ST	3885	SB607-81026-10		
310	7/5/10	Beacham O Corontzes	Beacham O. Corontzes	117.00	2,887	46.27	First Com Ban	533	1063		
	1/5/11	Gift to A/C 138770708 B O Corontzes T	Beacham O. Corontzes	13,000.00	2,703	4,813.56	STEPHENS	134	137616296		
349	7/5/11	Beach Corontzes	Beacham O. Corontzes	118.00	2,522	40.77	GWD	176	1063		
	1/5/12	125 sh JP Morgan Chase & Co. Beachar	Beacham O. Corontzes	4,460.00	2,338	1,428.42	STEPHENS	382	137616296		
	1/5/12	200 sh Intel Beacham Corontzes TT	Beacham O. Corontzes	5,080.00	2,338	1,626.99	STEPHENS	382	137616296		
	1/5/12	65 sh Progress Energy Inc. Beacham Co	Beacham O. Corontzes	3,531.45	2,338	1,131.03	STEPHENS	381	137616296		
	1/2/13	Beach Corontzes	Beacham O. Corontzes	13,000.00	1,975	3,517.12	STEPHENS	625	137616296		
	2/8/13	Beach Corontzes	Beacham O. Corontzes	1,000.00	1,938	265.48	STEPHENS	651	137616296		
	1/3/14	Beach Corontzes	Beacham O. Corontzes	14,000.00	1,609	3,085.75	STEPHENS	862	137616296		
	1/2/15	Beach Corontzes	Beacham O. Corontzes	14,000.00	1,245	2,387.67	STEPHENS	1092	137616296		
		AVG HAMMOND / GRANDCHILD	Beacham O. Corontzes	109,361.37		68,361.44					
			Beacham O. Corontzes Total	374,208.58		238,304.49					
1094	10/8/01	Elizabeth K. Brooker	Beth Brooker	3,400.00	6,079	2,831.32	MORGAN ST	1595	SB607-81026-10		
	9/26/07	Beth Brooker	Beth Brooker	12,000.00	3,900	6,410.96	MORGAN ST	3011	SB607-81026-10	SELLARS	563
	1/9/08	Beth Brooker	Beth Brooker	12,000.00	3,795	6,238.36	MORGAN ST	3190	SB607-81026-10		
	12/31/08	Cash	Beth Brooker	12,000.00	3,438	5,651.51	SELLARS	664			
	12/31/08	Cash	Beth Brooker	12,000.00	3,438	5,651.51	SELLARS	667			
	1/8/09	Beth Brooker	Beth Brooker	13,000.00	3,430	6,108.22	MORGAN ST	3585	SB607-81026-10		
	1/6/10	Beth Brooker	Beth Brooker	13,000.00	3,067	5,461.78	MORGAN ST	3885	SB607-81026-10		
	1/5/11	Gift to A/C 207459752 E K Brooker Tr	Beth Brooker	13,000.00	2,703	4,813.56	STEPHENS	134	137616296		
	1/5/12	Elizabeth K. Brooker	Beth Brooker	13,000.00	2,338	4,163.56	STEPHENS	379	137616296		
	1/2/13	Beth Brooker	Beth Brooker	13,000.00	1,975	3,517.12	STEPHENS	625	137616296		
	1/10/13	Beth Brooker	Beth Brooker	13,000.00	1,967	3,502.88	STEPHENS	625	137616296		
	2/12/13	Beth Brooker	Beth Brooker	1,000.00	1,934	264.93	STEPHENS	652	137616296		
	1/3/14	Beth Brooker	Beth Brooker	14,000.00	1,609	3,085.75	STEPHENS	863	137616296		
	1/2/15	Beth Brooker	Beth Brooker	14,000.00	1,245	2,387.67	STEPHENS	1092	137616296		

Check No.	Date	Description	Beneficiary	Amount	No. Days	Interest	Bates #		Account	File	Ref
			Beth Brooker Total	158,400.00		60,089.12					
	12/31/95	Debt forgiveness on 6/28/95 note	Dino Corontzes	9,883.00	8,187	11,083.85	SELLARS	163			
	9/26/07	607-81034-01	Dino Corontzes	12,000.00	3,900	6,410.96	MORGAN ST	3011	SB607-81026-10	SELLARS	564
	1/9/08	607-81034-01	Dino Corontzes	12,000.00	3,795	6,238.36	MORGAN ST	3190	SB607-81026-10		
	12/31/08	Cash	Dino Corontzes	12,000.00	3,438	5,651.51	SELLARS	664			
	1/8/09	Dino Corontzes	Dino Corontzes	13,000.00	3,430	6,108.22	MORGAN ST	3585	SB607-81026-10		
158	7/18/09	Dino Corontzes	Dino Corontzes	43.23	3,239	19.18	First Com Ban	465	1063		
	1/6/10	607-81034-01	Dino Corontzes	13,000.00	3,067	5,461.78	MORGAN ST	3885	SB607-81026-10		
	1/5/11	Gift to A/C 160600418 Dino Corontzes	Dino Corontzes	13,000.00	2,703	4,813.56	STEPHENS	134	137616296		
	1/5/12	Gift to Dino A. Corontzes	Dino Corontzes	13,000.00	2,338	4,163.56	STEPHENS	379	137616296		
	1/2/13	Dino Corontzes	Dino Corontzes	13,000.00	1,975	3,517.12	STEPHENS	625	137616296		
	2/8/13	Dino Corontzes	Dino Corontzes	1,000.00	1,938	265.48	STEPHENS	652	137616296		
	1/3/14	Dino Corontzes	Dino Corontzes	14,000.00	1,609	3,085.75	STEPHENS	862	137616296		
	1/2/15	Dino Corontzes	Dino Corontzes	14,000.00	1,245	2,387.67	STEPHENS	1092	137616296		
			Dino Corontzes Total	139,926.23		59,207.01					
	6/1/92	191 sh. Martin Marietta	Elizabeth K. Brooker	9,979.75	9,495	12,980.51	SELLARS	10	03W-101125		
	1/8/93	146 sh. Martin Marietta	Elizabeth K. Brooker	9,891.00	9,274	12,565.63	SELLARS	104			
	1/10/94	230 sh. Martin Marietta	Elizabeth K. Brooker	9,975.00	8,907	12,170.87	SELLARS	127			
	1/10/95	217 sh. Martin Marietta	Elizabeth K. Brooker	9,982.00	8,542	11,680.31	SELLARS	164			
	1/11/96	130 sh. Lockheed Martin	Elizabeth K. Brooker	9,880.00	8,176	11,065.60	SELLARS	174			
	1/16/97	96 sh. Lockheed	Elizabeth K. Brooker	8,436.48	7,805	9,020.10	SELLARS	193			
	1/16/97	100 sh. First Community	Elizabeth K. Brooker	1,100.00	7,805	1,176.10	SELLARS	193			
	1/15/98	98 sh. Lockheed Martin	Elizabeth K. Brooker	9,793.88	7,441	9,983.05	SELLARS	353			
	1/4/99	215 sh Amsouth	Elizabeth K. Brooker	9,675.00	7,087	9,392.70	SELLARS	400			
	1/18/00	607-81025-01	Elizabeth K. Brooker	9,500.00	6,708	8,729.59	MORGAN ST	5011	SB607-81027-19	SELLARS	436
	1/11/01	607-81025-01	Elizabeth K. Brooker	9,573.15	6,349	8,326.02	MORGAN ST	5057	SB607-81027-19	SELLARS	469
	4/17/02	607-81025-01	Elizabeth K. Brooker	9,913.20	5,888	7,995.74	MORGAN ST	5101	SB607-81027-19	SELLARS	518
108	6/27/06	Elizabeth Brooker	Elizabeth K. Brooker	115.00	4,356	68.62	First Com Ban	344	1063		
	10/1/07	Future Scholar	Elizabeth K. Brooker	60,000.00	3,895	32,013.70	MORGAN ST	3069	SB607-81026-10	SELLARS	567
	1/8/09	607-81025-01	Elizabeth K. Brooker	12,774.60	3,430	6,002.31	MORGAN ST	3585	SB607-81026-10		
144	6/23/09	Elizabeth Brooker	Elizabeth K. Brooker	118.00	3,264	52.76	First Com Ban	464	1063		
175	7/5/09	Elizabeth Brooker	Elizabeth K. Brooker	100.00	3,252	44.55	First Com Ban	378	1063		
	1/6/10	607-81025-01	Elizabeth K. Brooker	6,598.79	3,067	2,772.40	MORGAN ST	3885	SB607-81026-10		
	1/6/10	607-81025-01	Elizabeth K. Brooker	6,380.66	3,067	2,680.75	MORGAN ST	3885	SB607-81026-10		
	1/5/11	Elizabeth K. Brooker	Elizabeth K. Brooker	13,000.00	2,703	4,813.56	STEPHENS	134	137616296		
	1/5/12	125 sh JP Morgan Chase & Co. Elizabet	Elizabeth K. Brooker	4,460.00	2,338	1,428.42	STEPHENS	382	137616296		
	1/5/12	200 sh Intel Elizabeth K. Brooker TR	Elizabeth K. Brooker	5,080.00	2,338	1,626.99	STEPHENS	382	137616296		
	1/5/12	65 sh Progress Energy Inc. Elizabeth K.	Elizabeth K. Brooker	3,531.45	2,338	1,131.03	STEPHENS	381	137616296		
	1/2/13	Elizabeth Brooker	Elizabeth K. Brooker	13,000.00	1,975	3,517.12	STEPHENS	625	137616296		
	2/8/13	Elizabeth Brooker	Elizabeth K. Brooker	1,000.00	1,938	265.48	STEPHENS	651	137616296		
	1/3/14	Elizabeth Brooker	Elizabeth K. Brooker	14,000.00	1,609	3,085.75	STEPHENS	863	137616296		
	1/2/15	Elizabeth Brooker	Elizabeth K. Brooker	14,000.00	1,245	2,387.67	STEPHENS	1092	137616296		
		AVG HAMMOND / GRANDCHILD	Elizabeth K. Brooker	109,361.37		68,361.44					
			Elizabeth K. Brooker Total	371,219.33		245,338.77					
	8/10/93	125 sh. Martin Marietta	Grace H. Brooker	10,000.00	9,060	12,410.96	SELLARS	105			
	1/10/94	230 sh. Martin Marietta	Grace H. Brooker	9,975.00	8,907	12,170.87	SELLARS	127			

Check No.	Date	Description	Beneficiary	Amount	No. Days	Interest	Bates #		Account	File	Ref
	1/10/95	217 sh. Martin Marietta	Grace H. Brooker	9,982.00	8,542	11,680.31	SELLARS	164			
	1/11/96	130 sh. Lockheed Martin	Grace H. Brooker	9,880.00	8,176	11,065.60	SELLARS	174			
	1/16/97	96 sh. Lockheed	Grace H. Brooker	8,436.48	7,805	9,020.10	SELLARS	193			
	1/16/97	100 sh. First Community	Grace H. Brooker	1,100.00	7,805	1,176.10	SELLARS	193			
	1/15/98	98 sh. Lockheed Martin	Grace H. Brooker	9,793.88	7,441	9,983.05	SELLARS	353			
	1/4/99	215 sh Amsouth	Grace H. Brooker	9,675.00	7,087	9,392.70	SELLARS	400			
	1/18/00	607-81032-01	Grace H. Brooker	9,500.00	6,708	8,729.59	MORGAN ST	5011	SB607-81027-19	SELLARS	436
	1/11/01	607-81023-01	Grace H. Brooker	9,573.15	6,349	8,326.02	MORGAN ST	5057	SB607-81027-19	SELLARS	469
	4/17/02	607-81032-01	Grace H. Brooker	9,913.20	5,888	7,995.74	MORGAN ST	5101	SB607-81027-19	SELLARS	518
1219	7/25/03	Grace H. Brooker	Grace H. Brooker	100.00	5,424	74.30	MORGAN ST	4702	SB607-10172-11		
1288	7/25/05	Grace H. Brooker	Grace H. Brooker	112.00	4,693	72.00	MORGAN ST	2478	SB607-81026-10		
1086	7/26/06	Grace Brooker	Grace H. Brooker	113.00	4,327	66.98	First Com Ban	340	1063		
	10/1/07	Future Scholar	Grace H. Brooker	60,000.00	3,895	32,013.70	MORGAN ST	3070	SB607-81026-10	SELLARS	566
1659	7/13/08	Gradi Brooker	Grace H. Brooker	115.00	3,609	56.85	MORGAN ST	3362	SB607-81026-10		
	12/31/08	Cash	Grace H. Brooker	12,000.00	3,438	5,651.51	SELLARS	666			
	1/8/09	607-81032-01	Grace H. Brooker	12,774.60	3,430	6,002.31	MORGAN ST	3585	SB607-81026-10		
162	7/24/09	Grace Brooker	Grace H. Brooker	116.00	3,233	51.37	First Com Ban	461	1063		
	1/6/10	607-81032-01	Grace H. Brooker	6,598.79	3,067	2,772.40	MORGAN ST	3885	SB607-81026-10		
	1/6/10	607-81032-01	Grace H. Brooker	6,380.66	3,067	2,680.75	MORGAN ST	3885	SB607-81026-10		
313	7/9/10	Grace Brooker	Grace H. Brooker	117.00	2,883	46.21	First Com Ban	533	1063		
	1/5/11	Gift to A/C 253004244 G H Brooker TR	Grace H. Brooker	13,000.00	2,703	4,813.56	STEPHENS	134	137616296		
	1/5/12	125 sh JP Morgan Chase & Co. Grace H	Grace H. Brooker	4,460.00	2,338	1,428.42	STEPHENS	382	137616296		
	1/5/12	200 sh Intel Grace H. Brooker TR	Grace H. Brooker	5,080.00	2,338	1,626.99	STEPHENS	382	137616296		
	1/5/12	65 sh Progress Energy Inc. Grace H. Br	Grace H. Brooker	3,531.45	2,338	1,131.03	STEPHENS	381	137616296		
	1/2/13	Grace Brooker	Grace H. Brooker	13,000.00	1,975	3,517.12	STEPHENS	625	137616296		
	2/8/13	Grace Brooker	Grace H. Brooker	1,000.00	1,938	265.48	STEPHENS	651	137616296		
	1/3/14	Grace Brooker	Grace H. Brooker	14,000.00	1,609	3,085.75	STEPHENS	863	137616296		
	1/2/15	Grace Brooker	Grace H. Brooker	14,000.00	1,245	2,387.67	STEPHENS	1092	137616296		
		AVG HAMMOND / GRANDCHILD	Grace H. Brooker	109,361.37		68,361.44					
			Grace H. Brooker Total	373,688.58		238,056.88					
			Grand Total	1,802,369.06		1,092,950.85					

Check No.	Date	Description	Beneficiary	Amount	No. Days	Interest	Bates #		Account	File	Ref
1153	3/4/00	Hammond School	Average (4)	1,000.00	6,662	912.60	MORGAN ST	4147	SB607-10172-11		
1154	6/5/00	Hammond School	Average (4)	25,800.00	6,569	23,216.47	MORGAN ST	4171	SB607-10172-11	SELLARS	456
1034	5/30/01	Hammond School	Average (4)	28,900.00	6,210	24,584.79	MORGAN ST	1512	SB607-81026-10	SELLARS	503-506
1119	1/28/02	Hammond School	Average (4)	100.00	5,967	81.74	MORGAN ST	1679	SB607-81026-10		
1124	3/2/02	Hammond School	Average (4)	2,000.00	5,934	1,625.75	MORGAN ST	1679	SB607-81026-10		
1145	5/24/02	Hammond School	Average (4)	31,500.00	5,851	25,247.47	MORGAN ST	1715	SB607-81026-10		
1169	8/26/02	Hammond School	Average (4)	17.00	5,757	13.41	MORGAN ST	1806	SB607-81026-10		
1207	2/12/03	Hammond School	Average (4)	2,000.00	5,587	1,530.68	MORGAN ST	1887	SB607-81026-10		
1061	6/23/03	Hammond School	Average (4)	33,440.00	5,456	24,992.96	MORGAN ST	1941	SB607-81026-10		
1231	2/9/04	Hammond School	Average (4)	2,000.00	5,225	1,431.51	MORGAN ST	2105	SB607-81026-10		
1238	3/17/04	Hammond Parent Assoc	Average (4)	200.00	5,188	142.14	MORGAN ST	2148	SB607-81026-10		
1245	5/26/04	Hammond School	Average (4)	37,205.00	5,118	26,084.27	MORGAN ST	2169	SB607-81026-10		
1313	2/17/05	Hammond School	Average (4)	2,000.00	4,851	1,329.04	MORGAN ST	2355	SB607-81026-10		
955	4/13/05	Hammond School	Average (4)	200.00	4,796	131.40	First Com Ban	314	1063		
1324	5/23/05	Hammond School	Average (4)	40,963.00	4,756	26,687.68	MORGAN ST	2416	SB607-81026-10		
1294	11/18/05	Hammond Auction	Average (4)	200.00	4,577	125.40	MORGAN ST	2538	SB607-81026-10		
1328	1/13/06	Hammond School	Average (4)	100.00	4,521	61.93	MORGAN ST	2577	SB607-81026-10		
1330	2/21/06	Hammond School	Average (4)	2,000.00	4,482	1,227.95	MORGAN ST	2623	SB607-81026-10		
1339	5/8/06	Hammond School	Average (4)	11,620.00	4,406	7,013.39	MORGAN ST	2667	SB607-81026-10		
1341	5/8/06	Hammond School	Average (4)	11,115.00	4,406	6,708.59	MORGAN ST	2668	SB607-81026-10		
1342	5/8/06	Hammond School	Average (4)	11,620.00	4,406	7,013.39	MORGAN ST	2668	SB607-81026-10		
1343	5/8/06	Hammond School	Average (4)	11,115.00	4,406	6,708.59	MORGAN ST	2668	SB607-81026-10		
1140	11/1/06	Hammond School	Average (4)	200.00	4,229	115.86	First Com Ban	330	1063		
1356	2/6/07	Hammond School	Average (4)	4,000.00	4,132	2,264.11	MORGAN ST	2850	SB607-81026-10		
1235	5/14/07	Hammond School	Average (4)	48,030.49	4,035	26,548.36	MORGAN ST	4538	SB607-10172-11		
1371	6/21/07	Hammond School	Average (4)	166.00	3,997	90.89	MORGAN ST	2930	SB607-81026-10		
1631	2/27/08	Hammond School	Average (4)	1,000.00	3,746	513.15	MORGAN ST	3249	SB607-81026-10		
1635	3/11/08	Hammond School	Average (4)	2,000.00	3,733	1,022.74	MORGAN ST	3249	SB607-81026-10		
1648	5/26/08	Hammond School	Average (4)	38,250.00	3,657	19,161.68	MORGAN ST	3334	SB607-81026-10		
1693	2/2/09	Hammond School	Average (4)	1,000.00	3,405	466.44	MORGAN ST	3614	SB607-81026-10		
1699	3/14/09	Hammond School	Average (4)	2,000.00	3,365	921.92	MORGAN ST	3639	SB607-81026-10		
1620	6/8/09	Hammond School	Average (4)	13,225.00	3,279	5,940.38	MORGAN ST	3691	SB607-81026-10		
142	6/13/09	Hammond School	Average (4)	13,403.00	3,274	6,011.15	First Com Ban	469	1063		
142	6/15/09	Hammond School	Average (4)	13,225.00	3,272	5,927.70	First Com Ban	468	1063		
248	1/20/10	Hammond School	Average (4)	1,000.00	3,053	418.22	First Com Ban	554	1063		
220	3/2/10	Hammond School	Average (4)	1,000.00	3,012	412.60	First Com Ban	550	1063		
	5/24/10	Hammond School	Average (4)	27,606.00	2,929	11,076.43	First Com Ban	535	1063		
421	4/7/11	Hammond School	Average (4)	1,000.00	2,611	357.67	GWD	173	1063		
346	6/7/11	Hammond School	Average (4)	15,245.00	2,550	5,325.31	GWD	175	1063		
		TOTAL HAMMOND		437,445.49		273,445.75					
		AVG HAMMOND / GRANDCHILD		109,361.37		68,361.44					

	Gifts	Interest	Total
Gifts made prior to October 16, 2007			
Spouse & issue of Ellen B. Corontzes:			
Dino Corontzes	21,883.00	18,244.23	40,127.23
Arthur B. Corontzes	245,744.33	207,598.60	453,342.93
Beacham O. Corontzes	235,128.58	193,645.35	428,773.93
Totals - spouse & issue of Ellen B. Corontzes	502,755.92	419,488.18	922,244.09
Spouse & issue of Beacham O. Brooker, Jr.:			
Beth Brooker	15,400.00	9,769.67	25,169.67
Elizabeth K. Brooker	244,687.33	206,888.19	451,575.53
Grace H. Brooker	235,026.58	193,566.82	428,593.40
Totals - spouse & issue of Beacham O. Brooker, Jr.	495,113.92	410,224.69	905,338.60
TOTAL GIFTS PRIOR TO OCTOBER 16, 2007	997,869.83	829,712.87	1,827,582.70
daily interest after February 5, 2019		136.69	
Gifts made after October 15, 2007			
Spouse & issue of Ellen B. Corontzes:			
Dino Corontzes	118,043.23	45,754.77	163,798.00
Arthur B. Corontzes	139,182.00	53,793.13	192,975.13
Beacham O. Corontzes	139,080.00	53,729.25	192,809.25
Totals - spouse & issue of Ellen B. Corontzes	396,305.23	153,277.15	549,582.38
Spouse & issue of Beacham O. Brooker, Jr.:			
Beth Brooker	143,000.00	55,744.11	198,744.11
Elizabeth K. Brooker	126,532.00	47,418.32	173,950.32
Grace H. Brooker	138,662.00	53,542.36	192,204.36
Totals - spouse & issue of Beacham O. Brooker, Jr.	408,194.00	156,704.79	564,898.79
TOTAL GIFTS AFTER OCTOBER 15, 2007	804,499.23	309,981.94	1,114,481.17
daily interest after February 5, 2019		110.21	
GRAND TOTAL LIFETIME GIFTS	**1,802,369.06**	**1,139,694.81**	**2,942,063.87**
daily interest after February 5, 2019		246.90	

(interest computed at 5% per annum from the date of gift to February 5, 2019)

EXHIBIT NO: 4
WITNESS:
DATE
THOMPSON COURT REPORTING INC.

Todd & Johnson, L.L.P.
Post Office Box 11262
Columbia, SC 29211

January 04, 2008

COPY

Mrs. Janet B. Brooker
1705 Graeme Drive
Columbia SC 29206

EXHIBIT NO: #7
WITNESS:
DATE
THOMPSON COURT REPORTING INC.

In Reference To: Our File No. 637-1
Invoice # 34547

Professional Services

			Hrs/Rate	Amount
12/4/2007	WSJ	Review of lease and QPRT; Review of deed; Interoffice conference with paralegal;	0.80 250.00/hr	201.11
	CKO	Revise QPRT and rental agreement. Draft deed conveying property to QPRT.	1.45 120.00/hr	174.00
12/5/2007	WSJ	Revisions to the deed; Interoffice conference with paralegal;	0.21 250.00/hr	52.71
	CKO	Made changes to proofed drafts; print and prepare originals for execution.	0.49 120.00/hr	58.20
12/6/2007	WSJ	Office conference with Beech Brooker and his mother to sign QPRT, deed and lease agreement; Office conference with Ellen Corontez; Office conference with Julie Brooker;	0.53 250.00/hr	131.88
		For professional services rendered	3.48	$617.90
		Additional Charges :		
12/5/2007	CKO	Originals		7.00
12/7/2007	BJH	Richland County Register of Deeds		10.20
		Total additional charges		$17.20
		Total amount of this bill		$635.10
		Previous balance		$3,292.33

T&J_02380

ROA 551

		Amount
	Accounts receivable transactions	
12/17/2007	Payment - thank you. Check No. 1601	($3,292.33)
	Total payments and adjustments	($3,292.33)
	Balance due	$635.10

If you have questions regarding the amount of your invoice or need a further explanation of services rendered, please call and speak with your attorney. If you would like to set up payment options, please call and speak with Mary Rogers, Billing Administrator. Full payment is anticipated when invoices are presented, however, payment options and partial payments are welcomed and encouraged if you are unable to remit the full amount of your invoice. We appreciate and want to hear from you when you have concerns. **Telephone: 803-252-1500/Fax 803-252-1375**

(PLEASE RETURN ONE COPY OF THIS STATEMENT WITH YOUR REMITTANCE. THANK YOU.)

Nickname	Brooker, Janet | Steve's client		
Full Name	Mrs. Janet B. Brooker		
Address	1705 Graeme Drive Columbia SC 29206		
Phone 1		Phone 2	
Phone 3		Phone 4	
In Ref To	Our File No. 637-1		
Fees Arrg.	By billing value on each slip		
Expense Arrg.	By billing value on each slip		
Tax Profile	Exempt		
Last bill	11/30/2007		
Last charge	12/7/2007		
Last payment	12/17/2007	Amount	$3,292.33

Date / ID	Attorney / Task	Rate / Markup %	Hours / DNB Time	Amount / DNB Amt	Total
12/4/2007 87197	WSJ Legal Services Review of lease and QPRT; Review of deed; Interoffice conference with paralegal;	250.00	0.80	201.11	Billable
12/4/2007 87483	CKO P'legal Service Revise QPRT and rental agreement. Draft deed conveying property to QPRT.	120.00	1.45	174.00	Billable
12/5/2007 87248	WSJ Legal Services Revisions to the deed ~~of distribution~~; Interoffice conference with paralegal;	250.00	0.21	52.71	Billable
12/5/2007 87493	CKO P'legal Service Made changes to proofed drafts; print and prepare originals for execution.	120.00	0.49	58.20	Billable
12/6/2007 87270	WSJ Legal Services Office conference with Beech Brooker and his mother to sign QPRT, deed and lease agreement; Office conference with Ellen Corontez; Office conference with Julie Brooker;	250.00	0.53	131.88	Billable
~~12/7/2007 87639~~	~~BJH P'legal Service Write check to advance funds for recording fees;~~	~~75.00~~	~~0.10~~	~~7.50~~	~~Billable~~
TOTAL	Billable Fees		3.58		$625.40

Date / ID	Attorney / Expense	Price / Markup %	Quantity	Amount	Total
12/5/2007 87494	CKO $Copies Originals	0.25	28.000	7.00	Billable

Brooker, Janet:Mrs. Janet B. Brooker (continued)

Date / ID	Attorney / Expense	Price / Markup %	Quantity	Amount	Total
12/7/2007	BJH	10.20	1.000	10.20	Billable
87617	$Cost Advanced Richland County Register of Deeds				
TOTAL	Billable Costs				$17.20

Calculation of Fees and Costs

	Amount	Total
Fees Bill Arrangement: Slips By billing value on each slip.		
Total of billable time slips	$625.40	
Total of Fees (Time Charges)		$625.40
Costs Bill Arrangement: Slips By billing value on each slip.		
Total of billable expense slips	$17.20	
Total of Costs (Expense Charges)		$17.20
Total new charges		$642.60
Previous Balance		
90 Days	$418.96	
30 Days	$2,873.37	
Total Previous Balance		$3,292.33
Accounts Receivables		
Date/ID / Type / Description		
12/17/2007 PAY Payment - thank you. Check No. 1601 35754	($3,292.33)	
Total Accounts Receivable		($3,292.33)
New Balance		
Current	$642.60	
Total New Balance		$642.60

Todd & Johnson, L.L.P.
Post Office Box 11262
Columbia, SC 29211

November 30, 2007

COPY

Mrs. Janet B. Brooker
1705 Graeme Drive
Columbia SC 29206

In Reference To: Our File No. 637-1
Invoice # 34352

Professional Services

			Hrs/Rate	Amount
11/5/2007	BR	Interoffice conference with paralegal to discuss drafting issues.	0.35 225.00/hr	78.75
	BR	Proof, revise and edit QPRT. Return with revisions.	1.59 225.00/hr	357.75
	BR	Proof, revise and edit Lease Agreement. Return with corrections and changes.	0.90 225.00/hr	202.50
	CKO	Draft QPRT and residential lease.	2.27 120.00/hr	272.40
11/28/2007	WSJ	Voice mail message sent to Beach Brooker; Review of QPRT document and lease of condominium to Janet by children;	1.02 250.00/hr	255.63
11/29/2007	WSJ	Telephone conference with Beach Brooker to set signing for the QPRT and property at Debordieu;	0.06 250.00/hr	14.10
		For professional services rendered	6.19	$1,181.13
		Previous balance		$2,111.20
		Balance due		$3,292.33

If you have questions regarding the amount of your invoice or need a further explanation of services rendered, please call and speak with your attorney. If you would like to set up payment options, please call and speak with Mary Rogers, Billing Administrator. Full payment is anticipated when invoices are presented, however, payment options and partial payments are welcomed and encouraged if you are unable to remit the full amount of your invoice. We appreciate and

want to hear from you when you have concerns. **Telephone: 803-252-1500/Fax 803-252-1375**

(PLEASE RETURN ONE COPY OF THIS STATEMENT WITH YOUR REMITTANCE. THANK YOU.)

Current	30 Days	60 Days	90 Days	120+ Days
$2,873.37	$418.96	$0.00	$0.00	$0.00

Nickname	Brooker, Janet | Steve's client		
Full Name	Mrs. Janet B. Brooker		
Address	1705 Graeme Drive Columbia SC 29206		
Phone 1		Phone 2	
Phone 3		Phone 4	
In Ref To	Our File No. 637-1		
Fees Arrg.	By billing value on each slip		
Expense Arrg.	By billing value on each slip		
Tax Profile	Exempt		
Last bill	11/5/2007		
Last charge	11/29/2007		
Last payment	2/7/2007	Amount	$246.78

Date / ID	Attorney / Task	Rate / Markup %	Hours / DNB Time	Amount / DNB Amt	Total
11/5/2007 86383	BR3 Legal Services Interoffice conference with paralegal to discuss drafting issues.	225.00	0.35	78.75	Billable
11/5/2007 86384	BR3 Legal Services Proof, revise and edit QPRT. Return with revisions.	225.00	1.59	357.75	Billable
11/5/2007 86385	BR3 Legal Services Proof, revise and edit Lease Agreement. Return with corrections and changes.	225.00	0.90	202.50	Billable
11/5/2007 86773	CKO P'legal Service Draft QPRT and residential lease.	120.00	2.27	272.40	Billable
11/28/2007 86762	WSJ Legal Services Voice mail message sent to Beach Brooker; Review of QPRT document and lease of condominium to Janet by children;	250.00	1.02	255.63	Billable
11/29/2007 86890	WSJ Legal Services Telephone conference with Beach Brooker to set signing for the QPRT and property at Debordieu;	250.00	0.06	14.10	Billable
TOTAL	Billable Fees		6.19		$1,181.13
Total of billable expense slips					$0.00

Brooker, Janet:Mrs. Janet B. Brooker (continued)

Calculation of Fees and Costs

	Amount	Total
Fees Bill Arrangement: Slips By billing value on each slip.		
Total of billable time slips	$1,181.13	
Total of Fees (Time Charges)		$1,181.13
Total of Costs (Expense Charges)		$0.00
Total new charges		$1,181.13
Previous Balance		
30 Days	$418.96	
Current	$1,692.24	
Total Previous Balance		$2,111.20
New Balance		
30 Days	$418.96	
Current	$2,873.37	
Total New Balance		$3,292.33

Total Overdue: $418.96

REVISED INVOICE

Todd & Johnson, L.L.P.

Post Office Box 11262
Columbia, SC 29211

November 05, 2007

Mrs. Janet B. Brooker
1705 Graeme Drive
Columbia SC 29206

In Reference To: Our File No. 637-1
Invoice # 34245

Professional Services

			Hrs/Rate	Amount
10/1/2007	WSJ	Telephone conference with client's son and son-in-law;	0.18 250.00/hr	44.58
	CKO	Draft new General Durable Power of Attorney, revocation of old General Durable Power of Attorney and codicil.	0.94 120.00/hr	112.80
10/4/2007	WSJ	Telephone conference with Bill Sellars;	0.14 250.00/hr	36.04
10/15/2007	WSJ	Preparation of client's Revocable Trust and Pour Over Will; Telephone conference with client's son;	3.01 250.00/hr	753.40
	BR	Interoffice conference with Steve Johnson to discuss equalization provision. Proof, revise and edit same.	0.25 225.00/hr	56.25
10/16/2007	WSJ	Revisions made to client's estate planning documents; Office conference with client to sign her estate planning documents;	1.01 250.00/hr	253.61
10/19/2007	WSJ	Telephone conference with Bill Sellars; Attempt telephone conference with Beach Brooker;	0.52 250.00/hr	129.58
10/22/2007	WSJ	Telephone conference with Beach Brooker and Bill Sellers; Review of file prior to conference call;	0.48 250.00/hr	119.44
10/31/2007	BR	Interoffice conference with Steve Johnson. Discuss Qualified Personal Residence Trust for her residence. Research discounts. Interoffice conference with paralegal to begin work on trust and to prepare rough draft of leaseback agreement.	0.63 225.00/hr	141.75
	WSJ	Review of appraisal on personal residence; Interoffice conference with Bill Reynolds to discuss lease and QPRT;	0.18 250.00/hr	44.79

REVISED INVOICE

Mrs. Janet B. Brooker

	Hours	Amount
For professional services rendered	7.34	$1,692.24
Previous balance		$418.96
Balance due		$2,111.20

If you have questions regarding the amount of your invoice or need a further explanation of services rendered, please call and speak with your attorney. If you would like to set up payment options, please call and speak with Mary Rogers, Billing Administrator. Full payment is anticipated when invoices are presented, however, payment options and partial payments are welcomed and encouraged if you are unable to remit the full amount of your invoice. We appreciate and want to hear from you when you have concerns. **Telephone: 803-252-1500/Fax 803-252-1375**

(PLEASE RETURN ONE COPY OF THIS STATEMENT WITH YOUR REMITTANCE. THANK YOU.)

Current	30 Days	60 Days	90 Days	120+ Days
$1,692.24	$418.96	$0.00	$0.00	$0.00

Go/Add'l time
Revise/finalize

Nickname	Brooker, Janet | Steve's client		
Full Name	Mrs. Janet B. Brooker		
Address	1705 Graeme Drive Columbia SC 29206		
Phone 1		Phone 2	
Phone 3		Phone 4	
In Ref To	Our File No. 637-1		
Fees Arrg.	By billing value on each slip		
Expense Arrg.	By billing value on each slip		
Tax Profile	Exempt		
Last bill	10/3/2007		
Last charge	10/31/2007		
Last payment	2/7/2007	Amount	$246.78

Date / ID	Attorney / Task	Rate / Markup %	Hours / DNB Time	Amount / DNB Amt	Total
10/1/2007	WSJ	250.00	0.18	44.58	Billable
85321	Legal Services Telephone conference with client's son and son-in-law;				
10/1/2007	CKO	120.00	0.94	112.80	Billable
85514	P'legal Service Draft new General Durable Power of Attorney, revocation of old General Durable Power of Attorney and codicil.				
10/4/2007	WSJ	250.00	0.14	36.04	Billable
85551	Legal Services Telephone conference with Bill Sellars;				
10/15/2007	WSJ	250.00	3.01	753.40	Billable
85722	Legal Services Preparation of client's Revocable Trust and Pour Over Will; Telephone conference with client's son;				
10/15/2007	BR3	225.00	0.25	56.25	Billable
85729	Legal Services Interoffice conference with Steve Johnson to discuss equalization provision. Proof, revise and edit same.				
10/16/2007	WSJ	250.00	1.01	253.61	Billable
85764	Legal Services Revisions made to client's estate planning documents; Office conference with client to sign her estate planning documents;				
10/19/2007	WSJ	250.00	0.52	129.58	Billable
85820	Legal Services Telephone conference with Bill Sellars; Attempt telephone conference with Beach Brooker;				
10/22/2007	WSJ	250.00	0.48	119.44	Billable
85839	Legal Services Telephone conference with Beach Brooker and Bill Sellers; Review of file prior to conference call;				
10/31/2007	BR3	225.00	0.63	141.75	Billable
85994	Legal Services Interoffice conference with Steve Johnson. Discuss Qualified Personal				

Brooker, Janet:Mrs. Janet B. Brooker (continued)

Date / ID	Attorney / Task	Rate / Markup %	Hours / DNB Time	Amount / DNB Amt	Total
	Residence Trust for her residence. Research discounts. Interoffice conference with paralegal to begin work on trust and to prepare rough draft of leaseback agreement.				
10/31/2007 86039	WSJ Legal Services Review of appraisal on personal residence; Interoffice conference with Bill Reynolds to discuss lease and QPRT;	250.00	0.18	44.79	Billable
TOTAL	Billable Fees		7.34		$1,692.24

Total of billable expense slips $0.00

Calculation of Fees and Costs

	Amount	Total
Fees Bill Arrangement: Slips By billing value on each slip.		
Total of billable time slips	$1,692.24	
Total of Fees (Time Charges)		$1,692.24
Total of Costs (Expense Charges)		$0.00
Total new charges		$1,692.24
Previous Balance 30 Days	$418.96	
Total Previous Balance		$418.96
New Balance 30 Days Current	$418.96 $1,692.24	
Total New Balance		$2,111.20

Total Overdue: $418.96

Todd & Johnson, L.L.P.
Post Office Box 11262
Columbia, SC 29211

October 29, 2007

COPY

Mrs. Janet B. Brooker
1705 Graeme Drive
Columbia SC 29206

In Reference To: Our File No. 637-1
Invoice # 34125

Professional Services

			Hrs/Rate	Amount
10/1/2007	WSJ	Telephone conference with client's son and son-in-law;	0.18 250.00/hr	44.58
	CKO	Draft new General Durable Power of Attorney, revocation of old General Durable Power of Attorney and codicil.	0.94 120.00/hr	112.80
10/4/2007	WSJ	Telephone conference with Bill Sellars;	0.14 250.00/hr	36.04
10/15/2007	WSJ	Preparation of client's Revocable Trust and Pour Over Will; Telephone conference with client's son;	3.01 250.00/hr	753.40
	BR	Interoffice conference with Steve Johnson to discuss equalization provision. Proof, revise and edit same.	0.25 225.00/hr	56.25
10/16/2007	WSJ	Revisions made to client's estate planning documents; Office conference with client to sign her estate planning documents;	1.01 250.00/hr	253.61
10/19/2007	WSJ	Telephone conference with Bill Sellars; Attempt telephone conference with Beach Brooker;	0.52 250.00/hr	129.58
10/22/2007	WSJ	Telephone conference with Beach Brooker and Bill Sellers; Review of file prior to conference call;	0.48 250.00/hr	119.44
		For professional services rendered	6.53	$1,505.70
		Previous balance		$418.96
		Balance due		$1,924.66

Nickname	Brooker, Janet | Steve's client		
Full Name	Mrs. Janet B. Brooker		
Address	1705 Graeme Drive Columbia SC 29206		
Phone 1		Phone 2	
Phone 3		Phone 4	
In Ref To	Our File No. 637-1		
Fees Arrg.	By billing value on each slip		
Expense Arrg.	By billing value on each slip		
Tax Profile	Exempt		
Last bill	10/3/2007		
Last charge	10/22/2007		
Last payment	2/7/2007	Amount	$246.78

Date / ID	Attorney / Task	Rate / Markup %	Hours / DNB Time	Amount / DNB Amt	Total
10/1/2007 85321	WSJ Legal Services Telephone conference with client's son and son-in-law;	250.00	0.18	44.58	Billable
10/1/2007 85514	CKO P'legal Service Draft new General Durable Power of Attorney, revocation of old General Durable Power of Attorney and codicil.	120.00	0.94	112.80	Billable
10/4/2007 85551	WSJ Legal Services Telephone conference with Bill Sellars;	250.00	0.14	36.04	Billable
10/15/2007 85722	WSJ Legal Services Preparation of client's Revocable Trust and Pour Over Will; Telephone conference with client's son;	250.00	3.01	753.40	Billable
10/15/2007 85729	BR3 Legal Services Interoffice conference with Steve Johnson to discuss equalization provision. Proof, revise and edit same.	225.00	0.25	56.25	Billable
10/16/2007 85764	WSJ Legal Services Revisions made to client's estate planning documents; Office conference with client to sign her estate planning documents;	250.00	1.01	253.61	Billable
10/19/2007 85820	WSJ Legal Services Telephone conference with Bill Sellars; Attempt telephone conference with Beach Brooker;	250.00	0.52	129.58	Billable
10/22/2007 85839	WSJ Legal Services Telephone conference with Beach Brooker and Bill Sellers; Review of file prior to conference call;	250.00	0.48	119.44	Billable

Brooker, Janet:Mrs. Janet B. Brooker (continued)

			Amount	Total
TOTAL	Billable Fees	6.53		$1,505.70
Total of billable expense slips				$0.00

Calculation of Fees and Costs

	Amount	Total
Fees Bill Arrangement: Slips By billing value on each slip.		
Total of billable time slips	$1,505.70	
Total of Fees (Time Charges)		$1,505.70
Total of Costs (Expense Charges)		$0.00
Total new charges		$1,505.70
Previous Balance		
Current	$418.96	
Total Previous Balance		$418.96
New Balance		
Current	$1,924.66	
Total New Balance		$1,924.66

Todd & Johnson, L.L.P.

Post Office Box 11262
Columbia, SC 29211

October 03, 2007

Mrs. Janet B. Brooker
1705 Graeme Drive
Columbia SC 29206

In Reference To: Our File No. 637-1
Invoice # 34029

Professional Services

			Hrs/Rate	Amount
9/6/2007	WSJ	Telephone conference with Beech Brooker to discuss his mother's possible gifts;	0.16 250.00/hr	40.49
9/25/2007	WSJ	Office conference with family to discuss gifts of assets to children;	1.51 250.00/hr	378.47
		For professional services rendered	1.67	$418.96
		Balance due		$418.96

If you have questions regarding the amount of your invoice or need a further explanation of services rendered, please call and speak with your attorney. If you would like to set up payment options, please call and speak with Mary Rogers, Billing Administrator. Full payment is anticipated when invoices are presented, however, payment options and partial payments are welcomed and encouraged if you are unable to remit the full amount of your invoice. We appreciate and want to hear from you when you have concerns. **Telephone: 803-252-1500/Fax 803-252-1375**

(PLEASE RETURN ONE COPY OF THIS STATEMENT WITH YOUR REMITTANCE. THANK YOU.)

Nickname	Brooker, Janet | Steve's client		
Full Name	Mrs. Janet B. Brooker		
Address	1705 Graeme Drive Columbia SC 29206		
Phone 1		Phone 2	
Phone 3		Phone 4	
In Ref To	Our File No. 637-1		
Fees Arrg.	By billing value on each slip		
Expense Arrg.	By billing value on each slip		
Tax Profile	Exempt		
Last bill	6/1/2007		
Last charge	9/25/2007		
Last payment	2/7/2007	Amount	$246.78

Date / ID	Attorney / Task	Rate / Markup %	Hours / DNB Time	Amount / DNB Amt	Total
9/6/2007	WSJ	250.00	0.16	40.49	Billable
84782	Legal Services				
	Telephone conference with Beech Brooker to discuss his mother's possible gifts;				
9/25/2007	WSJ	250.00	1.51	378.47	Billable
85016	Legal Services				
	Office conference with family to discuss gifts of assets to children;				
TOTAL	Billable Fees		1.67		$418.96
Total of billable expense slips					$0.00

Calculation of Fees and Costs

	Amount	Total
Fees Bill Arrangement: Slips By billing value on each slip.		
Total of billable time slips	$418.96	
Total of Fees (Time Charges)		$418.96
Total of Costs (Expense Charges)		$0.00
Total new charges		$418.96
New Balance Current	$418.96	
Total New Balance		$418.96

Todd & Johnson, L.L.P.
Post Office Box 11262
Columbia, SC 29211

COPY

February 01, 2007

Mrs. Janet B. Brooker
1705 Graeme Drive
Columbia SC 29206

In Reference To: Our File No. 637-1
Invoice # 32610

Professional Services

			Hrs/Rate	Amount
1/17/2007	WSJ	Telephone conference with Beech Brooker; Telephone conference with Janet and Beech; Review of file;	0.25 250.00/hr	63.47
	CKO	Input client information into computer; draft estate planning documents and address research.	0.45 120.00/hr	54.00
1/19/2007	WSJ	To client's house to have Health Care Power of Attorney signed;	0.52 250.00/hr	129.31
		For professional services rendered	1.22	$246.78
		Balance due		$246.78

If you have questions regarding the amount of your invoice, please call and speak with your attorney. If you would like to set up payment options, please call and speak with Mary Rogers, Billing Administrator. If you are unable to remit full payment, partial payments are welcomed and encouraged. We always appreciate hearing from you when you have concerns. Telephone: 803-252-1500/Fax 803-252-1375

(PLEASE RETURN ONE COPY OF THIS STATEMENT WITH YOUR REMITTANCE. THANK YOU.)

90

Nickname	Brooker, Janet | 926		
Full Name	Mrs. Janet B. Brooker		
Address	1705 Graeme Drive Columbia, SC 29206		
Phone 1		Phone 2	
Phone 3		Phone 4	
In Ref To	Our File No. 637-1		
Fees Arrg.	By billing value on each slip		
Expense Arrg.	By billing value on each slip		
Tax Profile	Exempt		
Last bill	2/5/2003		
Last charge	1/19/2007		
Last payment	10/17/2002	Amount	$25.00

Date / ID	Attorney / Task	Rate / Markup %	Hours / DNB Time	Amount / DNB Amt	Total
1/17/2007 77944	WSJ Legal Services Telephone conference with Beech Brooker; Telephone conference with Janet and Beech; Review of file;	250.00	0.25	62.50	Billable
1/17/2007 78302	CKO P'legal Service Input client information into computer; draft estate planning documents and address research.	120.00	0.45	54.00	Billable
1/19/2007 77999	WSJ Legal Services To client's house to have Health Care Power of Attorney signed;	250.00	0.52	130.00	Billable
TOTAL	Billable Fees		1.22		$246.50
Total of billable expense slips					$0.00

Calculation of Fees and Costs

	Amount	Total
Fees Bill Arrangement: Slips By billing value on each slip.		
Total of billable time slips	$246.50	
Total of Fees (Time Charges)		$246.50
Total of Costs (Expense Charges)		$0.00
Total new charges		$246.50
New Balance Current	$246.50	

Brooker, Janet:Mrs. Janet B. Brooker (continued)

	Amount	Total
Total New Balance		$246.50

(1) 20 Codicil - with equalization provision

(2) Annual gifts of €3,000 in 2007 & 2008

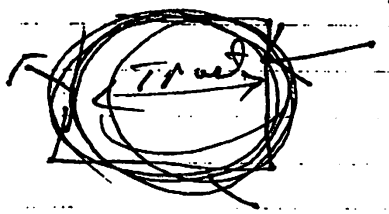
(3) Trust pay - for Tuition - College & Private school. — being done.

(4) 529 plans. → # 60,000. →

(5) - 7 x - Cook circle doing. Lakeshore Barnwell St.

(6) - PART on hand. → 3, 5 - or 7

(7) 300,000 of the €3,000,000 exemption. ?



Trustee income 5 20 appoint - die

Yes on this

EXHIBIT NO. #8
WITNESS:
DATE
THOMPSON COURT REPORTING INC.

Gift not to trust.

Office 737 - 2240 - B. → 782 6161 (E)
758 - 1624 - O

(→ ≤11 - 100 + shares.

expensive rights out.

Julia →

equalization clause.

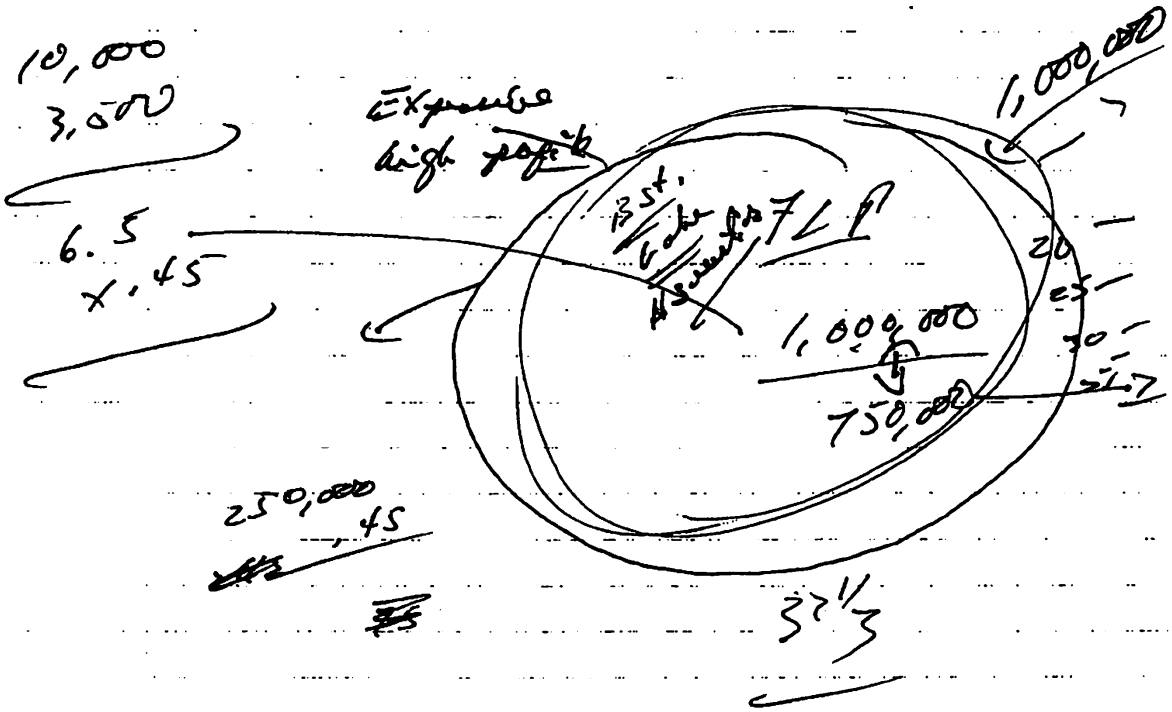
LRT Trust.

Bill Sellars →

(1) -

Non - Lockheed Martin.

My Notes
Stue



STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

FIRST CODICIL TO LAST WILL AND TESTAMENT OF JANET BLOOM BROOKER

I, **Janet Bloom Brooker**, executed my Last Will and Testament on October 31, 1988. I do hereby make, publish and declare this to be the First Codicil to my said Last Will and Testament.

FIRST:

I do hereby revoke Item IV of my said Last Will and Testament in its entirety and substitute in lieu thereof a new Item with the same number which Item shall read as follows:

ITEM IV

I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises) wherever situate and whether acquired before or after the execution of this Will, as follows:

(1) I give, devise and bequeath such amount as shall be necessary to equalize for gifts given to any child of mine during my life. Thus, to the extent that I have not equalized for such gifts during my lifetime, I direct that at the time of my death my Personal Representative determine what gifts I made and whether I accomplished equalization and if not then I direct my Personal Representative to make equalizing gifts to my children or to such child's issue, per stirpes. Such equalization shall be made for the value of the gift given at the time such gift wase made with no interest thereon. My Personal Representative's best faith effort to determine the value shall be final and binding upon any beneficiaries hereunder.

(2) I give, devise and bequeath all the remainder thereof in approximately equal shares to such of my children, **Beacham Owens Brooker, Jr.**, **Julia Barnes Brooker** and **Ellen Montague Brooker** as shall survive me; provided, however, the issue surviving me of a predeceased child of mine shall take, per stirpes, the share such child would have taken had such child survived me.

SECOND:

I hereby republish and reaffirm my said Last Will and Testament as herein modified, amended and supplemented by this First Codicil and self-proving page, intending that it make my Last Will and Testament and this Codicil self-proving, as if the same were set out here in full and do incorporate the same by this reference thereto, and do hereby republish and declare my said Last Will and Testament as amended, modified and supplemented as my Last Will and Testament.

EXHIBIT NO: #9
WITNESS:
DATE
THOMPSON COURT REPORTING INC.

I, **Janet Bloom Brooker**, the Testatrix, sign my name to this instrument this 16th day of October, 2007, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my First Codicil 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 (18) years of age or older, of sound mind, and under no constraint or undue influence.

_____(SEAL)
JANET BLOOM BROOKER

We, W. Steven Johnson and _____, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testatrix signs and executes this instrument as her First Codicil and that she signs it willingly (or willingly directs another to sign for her), and that each of us, in the presence and hearing of the Testatrix hereby signs this First Codicil as witness to the Testatrix's signing, and that to the best of our knowledge the Testatrix is eighteen (18) years of age or older, of sound mind, and under no constraint or undue influence.

_____
Witness

_____
Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

Subscribed, sworn to and acknowledged before me by **Janet Bloom Brooker**, the Testatrix, and subscribed and sworn to before me by _____, the witness, this 16th day of October , 2007.

_____(SEAL)
Notary Public, State of South Carolina
My Commission Expires: 02/24/2013

P EXHIBIT NO: #10
WITNESS:
DATE
THOMPSON COURT REPORTING INC.

Current Estate Planning

W. STEVEN JOHNSON
wsj@toddandjohnson.com
Certified Specialist Estate Planning

WILLIAM M. REYNOLDS III
wmr@toddandjohnson.com
Certified Specialist Estate Planning

TIMOTHY C. THOMPSON
tct@toddandjohnson.com
Certified Specialist In Taxation Law

DAWN D. CLARK
ddclark@toddandjohnson.com
Certified Specialist In Taxation Law
Charleston Office

LAW OFFICES OF

TODD & JOHNSON, L.L.P.

POST OFFICE BOX 11262
COLUMBIA, SOUTH CAROLINA 29211

609 SIMS AVENUE
COLUMBIA, SOUTH CAROLINA 29205
TELEPHONE 803-252-1500
FAX 803-252-1375

126 SEVEN FARMS ROAD, SUITE 150
CHARLESTON, SOUTH CAROLINA 29492
TELEPHONE 843-849-1500
FAX 843-849-9300

ALBERT C. TODD III
1950-2005

Receipt

Received this 24 day of October, 2007, the following ***Original*** Estate Planning Documents for ***Janet Bloom Brooker;***

1. Trust Agreement dated October 16, 2007;

2. Last Will and Testament dated October 16, 2007;

3. Revocation of a 10/31/88 General Durable Power of Attorney dated October 16, 2007;

4. Assignment of Personal & Household Effects dated October 16, 2007.

Also enclosed is a ***Copy*** of the General Durable Power of Attorney, the original of this document is being recorded with the Richland County Register of Deeds Office.

Dino Corontzes

FILE COPY

TRUST AGREEMENT

Introductory Clause. This Agreement made this the 16th day of October, 2007, between **JANET B. BROOKER,** hereinafter referred to as the Settlor and **BEACHAM O. BROOKER, JR. AND JANET B. BROOKER,** hereinafter referred to singularly as an individual trustee and hereinafter collectively referred to as the Trustee. During the lifetime of the Settlor and after the death of the Settlor but prior to final distribution herein this trust shall be known as the "**JANET B. BROOKER TRUST**".

ARTICLE I

Description of Property Transferred. The Settlor has paid over, assigned, granted, conveyed, transferred and delivered, and by this Agreement does hereby pay over, assign, grant, convey, transfer and deliver unto the Trustee the property described in Schedule A, annexed hereto and made a part hereof, and may cause the Trustee to be designated as beneficiary of certain life insurance policies. Any insurance policies that may be delivered to the Trustee hereunder or under which the Trustee may be designated as beneficiary, the proceeds of all such policies being payable to the Trustee, and any other property that may be received or which has been received by the Trustee hereunder, as invested and reinvested (hereinafter referred to as the "Trust Estate"), shall be held, administered and distributed by the Trustee as hereinafter set forth.

ARTICLE II

Provisions for Settlor During Lifetime. The Trustee shall hold, manage, invest and reinvest the Trust Estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

(1) During the lifetime of the Settlor, the Trustee shall pay to or apply for the benefit of the Settlor all the net income from this Trust.

(2) During the lifetime of the Settlor, the Trustee may pay to or apply for the benefit of the Settlor such sums from the principal of this Trust as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Settlor, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Settlor known to the Trustee.

ARTICLE III

Settlor's Rights to Amend, Change or Revoke the Trust Agreement. The Settlor may, by signed instruments delivered to the Trustee during the Settlor's life: (1) withdraw property from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; (2) add other property to the Trust; (3) change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; (5) revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation.

ARTICLE IV

Discretionary Provisions for Trustee to Deal with Settlor's Estate and Make Payment of Debts and Taxes. After the Settlor's death, the Trustee, if in its discretion it deems it advisable, may pay all or any part of the Settlor's funeral expenses, legally enforceable claims against the Settlor or the Settlor's estate, reasonable expenses of administration of the Settlor's estate, any allowances by court order to those dependent upon the Settlor, any estate, inheritance, succession, death or similar taxes payable by reason of the Settlor's death, together with any interest thereon or other additions thereto, without reimbursement from the Settlor's personal representatives, from any beneficiary of insurance upon the Settlor's life, or from any other person. All such payments, except of interest, shall be charged generally against the principal of the Trust Estate includable in the Settlor's estate for Federal estate tax purposes and any interest so paid shall be charged generally against the income thereof; provided, however, any such payments of estate, inheritance, succession, death or similar taxes (except generation-skipping transfer taxes) shall be charged against the principal constituting the Trust Estate and any interest so paid shall be charged against the income thereof. If such share or trust was created as a fraction, then such taxes thus paid shall reduce the numerator of that share or trust and the Trust Estate, thus likewise reducing the denominator of the fraction. The Trustee may make such payments directly or may pay over the amounts thereof to the personal representatives of the Settlor's estate. Written statements by the personal representatives of such sums due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee and the Trustee shall be under no duty to see to the application of any such payments. If administrative expenses are deducted on the estate's income tax return but paid from principal, then they shall be charged against the Trust Estate.

ARTICLE V

Specific Distributions. Upon the death of the Settlor, the Trustee shall make the following distributions:

(1) **General Distribution of Personal and Household Effects With a Mandatory Memorandum.** All the Settlor's personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, shall be distributed as follows:

(a) The Settlor may leave written memoranda disposing of certain items of tangible personal property. Any such item of tangible personal property shall pass according to the terms of such memoranda in existence at the time of the Settlor's death. If no such written memoranda are found or identified by the Trustee within ninety (90) days after the Settlor's death, it shall be conclusively presumed that there are no such memoranda and any subsequently discovered memoranda shall be ineffective. Any property given and devised to a beneficiary who is not living at the time of the Settlor's death and for whom no effective alternate provision has been made shall pass according to the provisions of the following subparagraph, and not pursuant to any anti-lapse statute.

(b) In default of such memoranda, or to the extent such memoranda do not completely or effectively dispose of such property, the rest of the Settlor's personal and household effects of every kind shall be distributed to the Settlor's children surviving the Settlor, in approximately equal shares; provided, however, the issue of a deceased child surviving the Settlor shall take per stirpes the share their parent would have taken had he or she survived the Settlor. If the Settlor's issue do not agree to the division of the property among themselves, the Trustee shall make such division among them, the decision of the Trustee to be in all respects binding upon the Settlor's issue. If any beneficiary hereunder is a minor, the Trustee 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 it is distributed shall be a complete discharge of the Trustee.

(2) **Equalizing Distribution to the Settlor's Daughter, JULIA B. BROOKER.** The Settlor has previously made lifetime gifts and intends to continue such gifting program until the date of the Settlor's death to the Settlor's children, the Settlor's issue and spouses of the Settlor's children. Because the Settlor's daughter, **JULIA B. BROOKER** is not married and has no children or issue, the Settlor intends that at the Settlor's death, an equalizing distribution will be made to the Settlor's said daughter pursuant to the terms of this paragraph for lifetime gifts made to such daughter's siblings' spouses or siblings' issue which equalizing distribution will be determined as follows:

(a) From the date of this trust forward the Trustee shall determine the date and the amount of any lifetime gifts made by the Settlor to issue of Ellen B. Corontzes and Beachum O. Brooker, Jr. as well as the spouses of Ellen B. Corontzes and Beachum O. Brooker, Jr.

(b) To such amount specified above from the date of such gift an interest rate of five (5%) percent shall be applied to the amount of such gift which interest rate shall continue until this distribution is satisfied and which rate shall not compound.

(c) The sum of (a) and (b) above shall be distributed to the Settlor's daughter, **JULIA B. BROOKER** if she shall survive the Settlor.

(3) **Definition of Trust Estate.** As used in this Trust Agreement, the words "Trust Estate" shall mean the entire Trust Estate minus the specific distributions under this Article.

ARTICLE VI

Trust Estate to Settlor's Issue. Upon the death of the Settlor, the Trust Estate (which shall include any property which may be added from the Settlor's general estate) shall be held in trust or paid over and distributed to the Settlor's surviving children in equal shares, provided, however, the then living issue of a deceased child of the Settlor shall take per stirpes the share their parent would have taken had he or she survived the Settlor. Provided, further, that any share due the Settlor's son, Beachum O. Brooker, Jr., if he shall survive the Settlor and any share due the Settlor's daughter, Ellen B. Corontzes, if she shall survive the Settlor shall first be allocated to the lifetime generation skipping trusts created for such named children ("Beacham

O. Brooker, Jr. Family Trust dated May 12, 1997;" "Ellen B. Corontzes Family Trust dated May 12, 1997") but only to the extent that the Settlor's estate has available generation skipping tax exemption remaining to be allocated among such trusts. The Settlor intends that any available generation skipping tax exemption be allocated equally among the "Beacham O. Brooker, Jr. Family Trust dated May 12, 1997" and the "Ellen B. Corontzes Family Trust dated May 12, 1997."

ARTICLE VII

Trustee Succession, Trustee's Fees and Other Matters. The provisions for naming the Trustee, Trustee succession, Trustee's fees and other matters are set forth below:

(1) **Individual Trustees Succession.** If the individual Trustee should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, the remaining individual Trustee shall continue to serve without a successor or substitute.

(2) **Succession If Original Trustees Cannot Act.** If all the Settlor's original Trustees should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, then the successor or substitute Trustee who shall also serve without bond shall be the Settlor's daughter, **JULIA B. BROOKER.**

(3) **Final Succession If All Individual Trustees Cannot Act.** If all the Settlor's individual Trustees should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, then the successor or substitute Trustee who shall also serve without bond shall be the Settlor's daughter, **ELLEN B. CORONTZES.**

(4) **Fee Schedule for Individual Trustee.** For its services as Trustee, the individual Trustee shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

(5) **Delegation Among Trustees.** When there is more than one individual or entity serving as co-Trustees, then any Trustee may delegate to any other Trustee the power to exercise any or all of the powers granted to the Trustees in this Trust Agreement, including those powers, which are discretionary, to the extent allowed by law. Any delegating Trustee may revoke any such delegation with written notice to the other serving co-Trustees. The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing signed by the delegating co-Trustee. As long as any such delegation is in effect, any of the delegated powers may be exercised by the Trustee receiving such delegation with the same force and effect as if the delegating Trustee had personally joined in the exercise of such power. Provided, however, that if such Trustee, or co-Trustee, shall also be a current beneficiary and such delegation shall be deemed to create in that Trustee a right that shall be deemed to be a general power of appointment, then such individual Trustee shall not be vested with such right to delegate such power.

(6) **Limitations on Trustees.** No person who at any time is acting as Trustee hereunder shall have any power or obligation to participate in any discretionary authority which the Settlor has given to the Trustee to pay principal or income to such person, or for his or her benefit or in

relief of his or her legal obligations; provided, however, if an individual trustee (who is also a beneficiary) is the sole trustee or at any time is acting as the sole trustee, and such trustee has discretion to invade principal for himself or herself and such discretionary authority is limited by an ascertainable standard, then such trustee may invade principal (if limited by such standard) for himself or herself but not in relief of his or her legal obligations.

(7) **Trustee Accountings and Settlement.** The Trustee shall report on Trust activities and account to the beneficiaries, as follows:

(a) **Trustee Accountings.** If there are more than nominal assets in the Trust, the Trustee shall render an accounting of the Trust's receipts and disbursements and a statement of the assets and liability of the Trust at least annually to each current income beneficiary and all beneficiaries entitled by law to receive an accounting. The Trustee may, but shall not be required to, file such accountings with the Court having jurisdiction of the Trust. The Settlor specifically waives any requirement for formal or court approved accounting. If the Trustee provides an accounting to each current income beneficiary and all beneficiaries entitled by law and those beneficiaries do not notify the Trustee in writing of an objection to such accounting within ninety (90) days of the receipt of such accounting, then the accounting shall be deemed accepted and approved by such beneficiary.

(b) **Settlement of Trustee Accounting.** During the period of time that this Trust may be revoked by the Settlor, the Trustee may render an accounting of its administration of the Trust to the Settlor. The Settlor's written acceptance and approval of such accounting shall be binding upon all present and future Trust beneficiaries.

(c) **Settlement of Trustee Accounting by Beneficiaries.** The Trustee may at any time settle its account with respect to the Trust Estate, or any separate share of the Trust Estate, by a written agreement. The written agreement shall be between the Trustee and all appropriate living income beneficiaries and remainder beneficiaries for the Trust Estate, or separate Trust share as appropriate. If a beneficiary is either a minor or incompetent, then the guardian for such person may represent such individual. Such agreement shall bind all persons then or thereafter entitled to such share of the Trust Estate for which the Trustee and beneficiaries reached written agreement. Such agreement shall constitute a complete release and discharge of the Trustee for the acts of the Trustee covered in the accounting and the period covered by the agreement.

(d) **Settlement of Trustee Accounting Upon Termination of Trust.** Prior to either delivering the Trust Estate to a successor Trustee or making a complete distribution of all or a separate share of the Trust Estate, the Trustee shall prepare and deliver its accounting of the Trust or the applicable Trust share, as appropriate, to the appropriate beneficiaries. The Settlor and/or applicable beneficiaries may waive such requirements for such accounting.

ARTICLE VIII

Definition of Trustee. Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply

equally to the Trustee or Co-trustees named herein and to any successor or substitute Trustee or Co-trustee acting hereunder, and such successor or substitute Trustee or Co-trustee shall have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE IX

Powers for Trustee. The Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property, real or personal, at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:

(1) To collect trust property and accept or reject additions to the Trust Estate from a Settlor or any other person.

(2) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although such property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.

(3) To deposit trust money in accounts of all types, including margin accounts, in all types of regulated financial service institutions.

(4) To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, limited liability companies or similar entities, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

(5) To abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration.

(6) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or on credit, at public or private sale, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.

(7) To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

(8) To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

(9) To sell or exercise stock subscription or conversion rights.

(10) To refrain from voting or to vote shares of stock which are a part of the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.

(11) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

(12) To borrow money with or without security and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee.

(13) To pledge the Trust Estate and to cause this Trust to guarantee loans made by others to a beneficiary or any business owned by the Trust.

(14) To enter for any purpose into a lease as lessor or lessee, including a lease or other arrangement for exploration and removal of natural resources, with or without option to purchase or renew for a term within or extending beyond the term of the Trust.

(15) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate public or private easements to private or public use without consideration, including by way of example qualified conservation and façade easements.

(16) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

(17) To continue and operate any business or other enterprise owned by the Settlor at the Settlor's death, whether an interest in a proprietorship, partnership, limited liability company, business trust, corporation, or other form of business or enterprise, and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable by shareholders, members, or property owners, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to merge or otherwise change the form of business organization or contribute additional capital, close out, liquidate, or sell the business at such time and upon such terms as it shall deem best.

(18) To collect, receive, and receipt for rents, issues, profits, and income of the Trust Estate.

(19) To insure the assets of the Trust Estate against damage or loss and to insure the Trustee, the Trustee's agents, and beneficiaries against liability arising from the administration of the Trust.

(20) To select a mode of payment under any employee benefit or retirement plan, annuity, or life insurance payable to the Trustee, exercise rights thereunder, including exercise of the right to indemnification for expenses and against liabilities, and take appropriate action to collect the proceeds.

(21) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity.

(22) To compromise, adjust, arbitrate, sue on or defend, abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration, or otherwise deal with and settle claims in favor of or against the Trust Estate or to prosecute or defend an action, claim, or judicial proceeding in any jurisdiction to protect the Trust Estate and the Trustee in the performance of the Trustee's duties, as the Trustee shall deem best.

(23) To exercise elections with respect to federal, state, and local taxes.

(24) To employ and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, appraisers, and other assistants and advisors deemed by the Trustee needful for the proper administration of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care.

(25) To appoint a Trustee to act in another jurisdiction with respect to the Trust Estate located in the other jurisdiction, confer upon the appointed Trustee all of the powers and duties of the appointing Trustee, require that the appointed Trustee furnish security, and remove any Trustee so appointed.

(26) To determine what shall be fairly and equitably charged or credited to income and what to principal.

(27) To resolve a dispute concerning the interpretation of the Trust or its administration by mediation, arbitration, or other procedure for alternative dispute resolution.

(28) To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

(29) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries.

(30) In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement.

(31) To purchase property, real or personal, from the Settlor's general estate upon such terms and conditions as to price and terms of payment as the Settlor's personal representatives and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Settlor's personal representatives and the Trustee are the same shall in no way affect the validity of this provision.

(32) To lend funds to the Settlor's general estate or to a beneficiary upon such terms and conditions as to interest rates, maturities, and security as the Settlor's personal representatives and the Trustee shall consider to be fair and reasonable under the circumstances, the fact that they may be the same in no way affecting the validity of this provision.

(33) To receive property bequeathed, devised or donated to the Trustee by the Settlor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to Personal Representatives, donors, insurance companies and other parties adding property to the Trust Estate.

(34) To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably

determines that the administration as a single trust is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(35) To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(36) To divide property in any trust being held hereunder with an inclusion ratio, as defined in section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero, to create trusts to receive property with an inclusion ratio of either one or zero and if this cannot be done to refuse to accept property which does not have a matching inclusion ratio to the receiving trust's ratio, all as the Trustee in its sole discretion deems best.

(37) If the Trustee shall act as the Personal Representative of the Settlor's estate, to elect to allocate any portion or all the Settlor's generation-skipping transfer exemption provided for in Code section 2631 or under similar future legislation, in effect at the time of the Settlor's death, to any portion or all of any other trusts or bequests in the Settlor's Will or any other transfer in which the Settlor is the transferor for purposes of the generation-skipping tax. Generally, the Settlor anticipates that the Settlor's Personal Representative will elect to allocate this exemption first to direct skips as defined in Code section 2612, then in such other manner as the Trustee deems appropriate, unless it would be inadvisable based on all the circumstances at the time of making the allocation; and to make the special election under section 2652(a)(3) of the Code to the extent the Settlor's Personal Representative deems in the best interest of the Settlor's estate.

ARTICLE X

Provision for Trustee to Act as Trustee for Beneficiary Under Age Twenty-One. If any share hereunder becomes distributable to a beneficiary who has not attained the age of Twenty-one (21), such share shall immediately vest in the beneficiary, but notwithstanding the provisions herein, the Trustee shall retain possession of the share in trust for the beneficiary until the beneficiary attains the age of Twenty-one (21), using so much of the net income and principal of the share as the Trustee deems necessary to provide for the medical care, education, support and maintenance in reasonable comfort of the beneficiary, taking into consideration to the extent the Trustee deems advisable any other income or resources of the beneficiary or his or her parents known to the Trustee. Any income not so paid or applied shall be accumulated and added to principal. The beneficiary's share shall be paid over and distributed to the beneficiary upon attaining age Twenty-one (21), or if he or she shall sooner die, to his or her personal representatives. The Trustee shall have with respect to each share so retained all the powers and discretions it had with respect to the trusts created herein generally.

ARTICLE XI

Trustee's Discretion in Making Payments to a Person Under Age Twenty-One, Incompetent, or Incapacitated Person. In case the income or principal payment under any trust created hereunder or any share thereof shall become payable to a person under the age of Twenty-one (21), or to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the medical care, education, support and maintenance in reasonable comfort of the beneficiary; (4) by the Trustee using such amounts directly for the beneficiary's care, support and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act.

ARTICLE XII

Discretion in Trustee to Terminate Small Trust and Distribute to Income Beneficiary. If at any time any trust created hereunder has a fair market value as determined by the Trustee of Fifty Thousand ($50,000.00) Dollars or less, the Trustee, in its absolute discretion if it determines that it is uneconomical to continue such trust, may terminate such trust and distribute the trust property to the person or persons then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

ARTICLE XIII

Definitions of Family. The following definitions shall be used to define the family:

(1) **Definition of Children.** For purposes of this Trust, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated. The terms "child," "children," "issue," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent. For purposes of this trust the anti-lapse shall not apply as the Settlor has named successor takers where it is the Settlor's intent so to do.

(2) **Inclusion of Adopted Children.** For purposes of this Trust, if a person, who at the time of such legal adoption proceeding is commenced is then under the age of twenty-one (21) years, has been adopted, that person shall be considered a child of such adopting parent and such adopted child and his or her issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

(3) **Definition of Per Stirpes.** The term "per stirpes" as used herein has the identical meaning as the term "taking by representation" as defined in the South Carolina Probate Code.

ARTICLE XIV

Definition of Words Relating to the Internal Revenue Code. As used herein, words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to the Settlor's estate. For purposes of this Trust Agreement, the Settlor's "available generation-skipping transfer exemption" means the generation-skipping transfer tax exemption provided in section 2631 of the Internal Revenue Code of 1986, as amended, in effect at the time of the Settlor's death reduced by the aggregate of (1) the amount, if any, of the Settlor's exemption allocated to lifetime transfers of the Settlor by the Settlor or by operation of law, and (2) the amount, if any, the Settlor has specifically allocated to other property of the Settlor's gross estate for federal estate tax purposes. For purposes of this Trust Agreement if at the time of the Settlor's death the Settlor has made gifts with an inclusion ratio of greater than zero for which the gift tax return due date has not expired (including extensions) and the Settlor has not yet filed a return, it shall be deemed that the Settlor's generation-skipping transfer exemption has been allocated to these transfers to the extent necessary (and possible) to exempt the transfer(s) from generation-skipping transfer tax. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of the Settlor's death.

ARTICLE XV

Simultaneous Death Provision Presuming Beneficiary Predeceases Settlor. If any beneficiary and the Settlor should die under such circumstances as would make it doubtful whether the beneficiary or the Settlor died first, then it shall be conclusively presumed for the purposes of this Trust that the beneficiary predeceased the Settlor.

ARTICLE XVI

State Law to Govern. This Trust Agreement and the trusts created hereby shall be construed, regulated and governed by and in accordance with the laws of the State of South Carolina.

ARTICLE XVII

Spendthrift Provision. Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the fiduciary hereunder, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

Testimonium Clause. IN WITNESS WHEREOF, the Settlor and the Trustee have executed this Trust Agreement.

WITNESSES:

JANET B. BROOKER

SETTLOR

BEACHAM O. BROOKER, JR. AND JANET B. BROOKER

INDIVIDUAL TRUSTEE

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

Personally appeared the undersigned witness and made oath that she saw the within named Settlor and Trustee sign, seal and as their act and deed deliver the within Trust Agreement and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

Barbara Hammond

Sworn to before me this

16th day of October, 2007.

Notary Public for South Carolina

My Commission expires: 2/24/2013

SCHEDULE "A"

List of Assets

JANET B. BROOKER

SETTLOR

BEACHAM O. BROOKER, JR. AND
JANET B. BROOKER

INDIVIDUAL TRUSTEE

Instrument: 2007094552 Book/Page: R 1368 : 495 DateTime: 10/19/2007 10:46:56:237 Document: 01

COPY

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that as principal (the "Principal") I, **Janet Bloom Brooker**, a resident of the state and county aforesaid, have made, constituted and appointed and by these presents do make, constitute and appoint my son, **Beecham O. Brooker, Jr.**, as my true and lawful attorney ("Attorney") acting on my behalf, for the purposes hereinafter set forth.

Subject to the limitations set forth in this paragraph, I have also made, constituted and appointed and by these presents do make, constitute and appoint my daughter, **Julia B. Brooker**, and my daughter, **Ellen B. Corontzes**, as my true and lawful attorney for the purposes hereinafter set forth. So long as the limitations described below shall apply to **Julia B. Brooker and Ellen B. Corontzes**, they shall be referred to herein as "Standby Attorney". The term "Attorney" as used herein shall apply to any Standby Attorney at such time as the limitations described below no longer apply.

(a) The limitations referred to above upon the authority of my Standby Attorney to act hereunder are as follows:

(i) In no event is **Julia B. Brooker** authorized to act hereunder so long as **Beecham O. Brooker, Jr.** is living, competent to act and has not resigned nor been removed.

(ii) In no event is **Ellen B. Corontzes** authorized to act hereunder so long as **Beecham O. Brooker, Jr.** or **Julia B. Brooker** is living, competent to act and has not resigned nor been removed.

(b) The limitations upon the authority of a Standby Attorney to act shall not apply if such Standby Attorney has executed and delivered an affidavit setting forth that the limitations described above upon such Standby Attorney's authority to act do not then apply. Upon the execution and delivery of such an affidavit by a Standby Attorney, such Standby Attorney shall be authorized to act as Attorney and no person acting in reliance upon such affidavit shall incur liability to me or to my estate.

(c) A named Attorney is subject to removal as provided in Article II, Paragraph D, hereof.

Book 1368-495
2007094552 10/19/2007 10:46:56:237 Power of Attorney
Fee:$27.00 County Tax:$0.00 State Tax: $0.00
2007094552 Richard W. Rodden Richland County ROD

State of South Carolina
I certify that this is a true and correct copy
Dated 02-25-14
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Richland County

Richland County Register of Deeds
John T. Hopkins II

Instrument: 2007094552 Book/Page: R 1368 : 496 DateTime: 10/19/2007 10:46:56:237 Document: 01

(d) For purposes of making gifts to my acting Attorney under Article I, Section F, since my acting Attorney is prohibited from making gifts to himself or herself, I specifically authorize my Standby Attorney (notwithstanding that their "Standby Attorney" status still applies for all other purposes herein) to make any transfers, checks, deeds, instructions, withdrawals, and to take any other action necessary to make gifts to my acting Attorney. In acting under the authority of this paragraph to make gifts to my acting Attorney, my Standby Attorney shall evidence Attorney's authority to act by executing the affidavit referred to in Paragraph (b) above.

ARTICLE I

Empowerment of Attorney

Attorney is authorized in Attorney's absolute discretion from time to time and at any time with respect to my property, real or personal, at any time owned or held by me and without authorization of any court and in addition to any other rights, powers or authority granted by any other provision of this Power of Attorney or by statute or general rules of law (and regardless of whether I am mentally incompetent or physically or mentally disabled or incapable of managing my property and income), with full power of substitution, as follows:

A. Powers in General

To do and perform all and every act, deed, matter, and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, the specifically enumerated powers described below being in aid and exemplification of the full, complete, and general power herein granted and not in limitation or definition thereof.

B. Powers Relating to Management of Assets

1. To buy, receive, lease as lessor, accept or otherwise acquire; to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit-claim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as Attorney shall think proper; and no person dealing with Attorney shall be bound to see to the application of any monies paid;

2. To take, hold, possess, invest or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify, or improve the same or any part thereof, and/or to lease any property, real or personal for me or my benefit, as lessee,

Richland County Register of Deeds

John T. Hopkins II

This document not to scale

Instrument: 2007094552 Book/Page: R 1368 : 497 DateTime: 10/19/2007 10:46:56:237 Document: 01

Richland County Register of Deeds

John T. Hopkins II

with or without option to renew; to collect, receive and receipt for rents, issues and profits of my property;

3. To make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, agreements, certificates, endorsements, hypothecations, checks, notes, mortgages, vouchers, receipts, consents, waivers, releases, undertakings, satisfactions, acknowledgments and such other documents or instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in the premises;

4. To subdivide, develop or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration;

5. To invest and reinvest all or any part of my property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rules of law concerning investments by fiduciaries;

6. To continue and operate any business owned by me and to do any and all things deemed needful or appropriate by Attorney, including the power to incorporate the business and to put additional capital into the business, for such time as Attorney shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for Attorney's own negligence; and to close out, liquidate, or sell the business at such time and upon such terms as Attorney shall deem best;

7. To transfer all of my stock and/or securities to Attorney, as agent (with the beneficial ownership thereof remaining in me) if necessary or convenient in order to exercise the powers with respect to such stock and/or securities granted herein;

8. To sell or exercise stock subscription or conversion rights;

9. To refrain from voting or to vote shares of stock owned by me at shareholders meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting my property;

10. To participate in any plan of reorganization or consolidation or merger involving any company or companies with respect to stock or other securities which I own and to deposit such stock or other securities under any plan of reorganization or with any protective

This document not to scale

Instrument: 2007094552 Book/Page: R 1368 : 498 DateTime: 10/19/2007 10:46:56.237 Document: 01

committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by Attorney pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as Attorney may deem advisable in connection therewith;

11. To purchase, maintain, surrender, collect, or cancel (a) life insurance or annuities of any kind on my life or the life of any one in whom I have an insurable interest, (b) liability insurance protecting me and my estate against third party claims (c) hospital insurance, medical insurance, Medicare supplemental insurance, custodial care insurance, and disability income insurance for me or any of my dependents and (d) casualty insurance insuring assets of mine against loss or damage due to fire, theft, or other commonly insured risk; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI and Worker's Compensation;

12. To represent me in all tax matters; to prepare, sign, and file federal, state, and local income, gift and other tax returns of all kinds, including, where appropriate, joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, to file returns and pay taxes due, to file extensions and waivers of applicable periods of limitation, protests and petitions to administrative agencies or courts; to collect and make such disposition of refunds as my Attorney shall deem appropriate, post bonds, receive confidential information and contest deficiencies determined by the Internal Revenue Service or any other authority; to exercise any election I may have under federal, state or local tax law; to allocate any generation-skipping tax exemption to which I am entitled, and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for all periods before all officers of the Internal Revenue Service and state and local authorities and in any and all courts, to engage, compensate and discharge attorneys, accountants and other tax and financial advisers and consultants to represent or assist me in connection with any and all tax matters involving or in any way related to me or any property in which I have or may have an interest or responsibility; and on my behalf to execute IRS Form 2848 and appoint my Attorney or any suitable person selected by my Attorney as my representative before the Internal Revenue Service.

C. Powers Relating to Management of Assets and/or Custody of Person

1. To prepare, execute and file joint or separate income and other tax returns and amended returns and declarations of estimated tax for any year or years; to prepare, execute and file gift tax returns made by me or by Attorney on my behalf for any year or years; to consent to any gift and to utilize any gift splitting provision; to utilize or make any tax election; and to

Richland County Register of Deeds

John T. Hopkins II

This document not to scale

Instrument: 2007094552 Book/Page: R 1368 : 499 DateTime: 10/19/2007 10:48:56:237 Document: 01

Richland County Register of Deeds

John T. Hopkins II

prepare, sign and file claims for refund of any tax and other governmental reports, applications, requests, and documents;

2. To deposit in my name and for my account, with any bank, banker or trust company or any building or savings and loan association or any other banking or similar institution, all moneys to which I am entitled or which may come into Attorney's hands as such attorney-in-fact, and all bills of exchange, drafts, checks, promissory notes and other securities for money payable belonging to me, and for that purpose to sign my name and endorse each and every such instrument for deposit or collection; and from time to time, or at any time, to withdraw any or all moneys deposited to my credit at any bank, banker or trust company or any building or savings and loan association or any other banking or similar institution having moneys belonging to me, and, in connection therewith, to draw checks or to make withdrawals in my name; to make, do, execute, acknowledge and deliver, for and upon my behalf and in my name, all such checks, notes and contracts;

3. To endorse, receive, and collect checks payable to my order drawn on the Treasurer or other fiscal officer or depository of the United States, or any sovereign state or authority, or any political subdivision or instrumentality thereof, or any private person, firm, corporation, or partnership;

4. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove the original of this General Durable Power of Attorney and all or any other part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting Attorney to exercise this power; and this power is exercisable without (i) any contact with or notice to me, my spouse or any interested persons to my estate; (ii) any prior court order or authorization; (iii) any knowledge of any prior determination as to my mental or physical capacity or incapacity; (iv) any knowledge as to my whereabouts regardless of whether my whereabouts are known or unknown; or (v) any other inquiry. My intention is for this authorization to meet the requirements of S.C. Code Annotated Section 34-19-120 so as to allow Attorney complete access to any safe deposit box rented by me;

5. To make, do, and transact all and every kind of business of any nature or kind whatsoever, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demands, debts, taxes, and obligations, or any rebate, refund, or discount thereon, which may now or hereafter be due, owing, or payable by me or to me;

6. To institute, prosecute, defend, abandon, compromise, arbitrate, and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation involving me, my property or any interests of mine;

This document not to scale

Instrument: 2007094552 Book/Page: R 1368 : 500 DateTime: 10/19/2007 10:46:56:237 Document: 01

Richland County Register of Deeds

John T. Hopkins II

7. To borrow money and to encumber, mortgage or pledge any and all of my property in connection with the exercise of any power vested in Attorney;

8. To deal with Attorney in Attorney's individual, or any fiduciary, capacity, in buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions;

9. To employ and dismiss and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, real estate agents and/or brokers, and other assistants and advisors deemed by Attorney needful for the proper administration of my property, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such agent or professional representative were selected and retained with reasonable care;

10. To apply for, settle, deposit and expend for my benefit any cash, rights or entitlements due me from any governmental agency or body, such as Supplemental Social Security Medicaid, Medicare, and Social Security Disability Insurance and for the purposes of receiving social security benefits, Attorney is hereby appointed my "Representative Payce"; to utilize all lawful means and methods to recover such assets and/or rights, to qualify me for such benefits and claim such benefits on my behalf, and to compromise claims and grant discharges in regard to the matters described herein;

11. To apply for a Certificate of Title upon, and endorse and transfer title thereto, any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

12. To insure my property against damage or loss and Attorney against liability with respect to third persons;

13. To pay and adjust debts incurred by me or by Attorney in connection with any power authorized hereunder;

14. To elect to take any elective share due me from my deceased spouse, if appropriate; to retain any property which I have the right to elect to retain; to file petitions pertaining to the election, and to take all other actions that Attorney deems appropriate in order to effectuate the election, and if any such actions by Attorney require the approval of any court, to seek such approval;

15. To withdraw and/or receive the income or corpus of any trust over which I have a right of receipt or withdrawal; to request and receive the income or corpus of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or

This document not to scale

Instrument: 2007094552 Book/Page: R 1368 : 501 DateTime: 10/19/2007 10:46:56:237 Document: 01

on my behalf, and to execute and deliver to such trustee or trustees a receipt and release or similar document for the income or corpus so received;

16. To renounce or resign any fiduciary position to which I have been or may be appointed, including but not limited to Personal Representative, trustee, guardian or attorney-in-fact, to file an accounting with a court of competent jurisdiction or to otherwise settle such matters in the manner as Attorney shall deem appropriate;

17. To renounce and disclaim any property or interest in property or powers to which for any reason and by any means I may become entitled, whether by gift, testate or intestate succession; to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts, including the right to alter, amend, revoke or terminate. In exercising such discretion, Attorney shall consider any reduction in estate or inheritance taxes that may be due upon my death, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property; provided, however, that Attorney shall make no disclaimer that is expressly prohibited by other provisions of this instrument.

D. Powers Relating to Custody of Person

1. To be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (aka HIPAA), 42 USC 1320d and 45 CFR 160-164. I authorize any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau Inc. or other health-care clearinghouse that has provided treatment or services to me, or that has paid for or is seeking payment from me for such services, to give, disclose and release to my agent, without restriction, all of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of sexually transmitted diseases, mental illness, and drug or alcohol abuse. The authority given Attorney shall supersede any prior agreement that I may have made with my health-care providers to restrict access to or disclosure of my individually identifiable health information. The authority given Attorney has no expiration date and shall expire only in the event that I revoke the authority in writing and deliver it to my health-care provider.

2. To establish where I shall reside, including the exact physical location, and the city, county, and state of residence and, if necessary, to make all necessary arrangements for me at any hospital, convalescent institution, nursing home or similar establishment, to have and exercise all rights on my behalf which I may have and possess at such residence or institution and to report such address as my official address to the United States Post Office and any other

Richland County Register of Deeds

John T. Hopkins II

This document not to scale

Instrument: 2007094552 Book/Page: R 1368 : 502 DateTime: 10/19/2007 10:46:56:237 Document: 01

Richland County Register of Deeds

John T. Hopkins II

person, firm, corporation or governmental agency as may be necessary, desirable, convenient or appropriate;

3. To employ, dismiss and compensate medical personnel including physicians, surgeons, dentists, medical specialists, nurses, and paramedical assistants deemed by Attorney needful for the proper care, custody and control of my person and to do so without liability for any neglect, omission, misconduct or default of any such physician or other medical personnel, provided such physician or other medical personnel were selected and retained with reasonable care;

4. To authorize any and all kinds of medical procedures and treatment including but not limited to medication, therapy, surgical procedures, and dental care, and to consent to all such treatment, medication or procedures where such consent is required; to obtain the use of medical equipment, devices or other equipment and devices deemed by Attorney needful for proper care, custody and control of my person and to do so without liability for any neglect, omission, misconduct or fault with respect to such medical treatment or other matters authorized herein;

5. To purchase, dispose of and abandon clothing, food, medicine, household and personal effects of all kinds;

6. To arrange for transportation and travel for me for any purpose, including for medical treatment or recreation;

7. To make advance arrangements for funeral services including but not limited to purchase of a burial plot and marker and such other and related arrangements for services, flowers, ministerial services, transportation and other necessary, related, convenient or appropriate goods and services as my Attorney shall deem advisable or appropriate under the circumstances;

8. To apply for, elect, deposit and utilize on my behalf all benefits payable by any governmental body or agency, state, federal, county, city or other and to obtain, make claim upon, collect and dispose of insurance and insurance proceeds for my care, custody, and control;

9. To house (or provide for housing), support and maintain any animals which I own and to contract for and pay the expenses of proper veterinary care and treatment for such animals, or if the care and maintenance of such animals shall become unreasonably expensive in Attorney's opinion to dispose of such animals;

10. To employ, dismiss and compensate a Geriatric Care Manager deemed by Attorney necessary to conduct an assessment of my physical and psychological condition, and of the strengths and weaknesses of my living conditions, to develop an appropriate Geriatric Care Plan for me, to act as my advocate, to locate an appropriate service provider or qualified

This document not to scale

Instrument: 2007094552 Book/Page: R 1368 : 503 DateTime: 10/19/2007 10:46:56.237 Document: 01

Richland County Register of Deeds

John T. Hopkins II

individual who will perform necessary Care Plan functions, and to assist me with activities of daily living and to do so without liability for any neglect, omission, misconduct, or default of any such Care Manager or provider, provided such Care Manager or provider were selected and retained with reasonable care.

E. Powers Relating to Transfers in Trust

1. To convey, assign and transfer to the Trustee under a Revocable Trust Agreement (the "Trust") with me as Settlor, dated before or after the execution of this Power of Attorney, all or any part of my property and income of every kind and description, real, personal, intangible or mixed, wherever located, and whether acquired before or after the execution of this Power of Attorney, said property and income to be held, administered and distributed in accordance with the terms of the Trust;

2. To assign to the Trust presently and prospectively (or designate Trustee as beneficiary of) the proceeds of any policies of insurance which I may now or hereafter become entitled to receive, including but not limited to insurance proceeds payable by reason of my disability, the said proceeds to be held, administered and distributed in accordance with the terms of the Trust;

3. To execute documents and papers, including deeds of my interests in real property, bills of sale of my personalty, assignments of my intangibles (including my Certificates of Deposit), to make and/or endorse my checks, make savings withdrawals from my savings accounts, enter my safe deposit box and remove all or any part of the contents thereof which, together with any other and further acts or things necessary, appropriate or incidental thereto, shall be necessary or appropriate in order to make the transfers described above in paragraphs 1 and 2 of this Section E;

4. No transfer to fund my Revocable Trust may be made, however, if removing such property from passing under my Last Will and Testament and causing it to pass under such Trust Agreement would cause it to pass to different beneficiaries because it was referred to in a specific devise or bequest under my said Will.

F. Powers Regarding Gifts

1. Annual Exclusion Gifts. To continue making gifts designed to qualify for the annual exclusion from taxable gifts for federal gift tax purposes and to direct the Trustee of any trust of which I am Settlor to make withdrawals to fund such gifts and to direct any agent of mine holding assets as Custodian to make gift transfers and to use any of my own assets, real or personal, to fund such gifts, and to sign any and all documentation necessary for the accomplishment of gifts, it being my intention that my Attorney have full and complete authority to make or direct others to make such transfers as shall be necessary to continue the program of making annual exclusion gifts which I have begun and directed myself. Such gifts shall be equal

This document not to scale

Instrument: 2007094552 Book/Page: R 1368 : 504 DateTime: 10/19/2007 10:46:56:237 Document: 01

Richland County Register of Deeds

John T. Hopkins II

to the amount of the annual exclusion and/or the exclusion allowed for certain educational or medical expenses or such other amount less than that as my Attorney shall direct and may be made to any one or more of those people to whom I have made annual exclusion gifts either prior to or after the time of signing this Power of Attorney. If my spouse agrees to treat such gifts as split gifts then they may equal one annual exclusion gift from each of us. If a person is added to a class of people (for example, birth of a child or grandchild), and most or all of the other members of such class have been gift recipients in the past, then the new member of such class shall be deemed a potential gift recipient. Subject to the limitations expressed herein, Attorney shall have complete authority to determine the amount and recipients of such gifts for the accomplishment of the continuation of my gift program unless Attorney shall determine it in my best interest that such gifts not be made. I do not consider it necessary for my Attorney to make a determination as to whether the continuance of my gift program is not in my best interest until such time as the total of my assets that will be taxable for federal estate tax purposes equal less than such amount as my Attorney shall determine is the amount of assets that I can pass to my beneficiaries free of federal estate taxes according to the law then in effect. Attorney shall exercise its authority in a fiduciary manner and Attorney shall not have any power hereunder which would be deemed a general power of appointment for federal estate or gift tax purposes. An Attorney may not make or direct gifts to himself or herself, Attorney's estate, Attorney's creditors, or the creditors of Attorney's estate, but may make or direct such gifts to another Attorney or Standby Attorney acting hereunder. Any agent holding assets of mine which makes transfers pursuant to the authority given Attorney under the terms of this paragraph shall be held harmless by my Estate for any question concerning the authority granted herein and gifts made by direction of my Attorney.

2. Taxable Gifts. If my personally directed gifting program involved making taxable gifts to purposely use all or a significant portion of my federal unified credit, and if there is tax legislation that becomes effective after the date of execution of this Power of Attorney that increases the amount that may be gifted without resulting in a gift tax becoming payable, then my Attorney may make taxable gifts to use up more of my original federal unified credit and as well any additional credit given by changes in the federal tax laws. Such taxable gifts may only be made to those beneficiaries who would qualify to receive annual exclusion gifts as provided in Paragraph 1. above and the authorizations, powers and not inconsistent limitations referred to in Paragraph 1. above shall also apply to such taxable gifts.

3. Lifetime Advancements of Testamentary Gifts. To advance specific gifts, devises or distributions directed in my Last Will & Testament or Revocable Trust Agreement and to make advance gifts of charitable bequests and devises and charitable distributions directed in my Will or Revocable Trust Agreement, if making such advancements to individual beneficiaries would qualify such gifts as annual exclusion gifts (with or without gift-splitting with my spouse, if available) thus resulting in lower estate taxes in the settlement of my estate and if making such advancements to charitable beneficiaries would result in an income tax charitable deduction that would otherwise be lost if such distributions were made by my Trustee or Personal Representative after the time of my death. My Attorney may execute any and all documents

This document not to scale

Instrument: 2007094552 Book/Page: R 1368 : 505 DateTime: 10/19/2007 10:46:56:237 Document: 01

Richland County Register of Deeds

John T. Hopkins II

necessary to declare in a contemporaneous writing that such gift is to be treated as a full or partial satisfaction of the devise, bequest or other distribution otherwise directed in my Will or Trust Agreement and my Attorney shall have such authority as shall be necessary or appropriate to discuss with and receive from the devisee or donee an acknowledgment in writing that such gift is in satisfaction or partial satisfaction of a devise, bequest or distribution otherwise directed in my estate planning documents that would not otherwise be made until after the time of my death. For purposes of calculating the value of such satisfaction or partial satisfaction, any property given pursuant to the terms of this power of Attorney during my lifetime shall be valued at the time the donee comes into possession or enjoyment of such property. It is my intention that this paragraph may be used after such time as I become incapacitated with a reasonable expectation that I am terminally ill in order to fully or partially satisfy distributions that would otherwise be directed after my death in my estate planning documents in order to save estate or income taxes by doing so. Distributions made under the authority of this paragraph by my Attorney in good faith and pursuant to the terms of the document my Attorney believes is my proper Last Will and Testament and/or proper Trust Agreement shall not be subject to question by my family or beneficiaries if such distributions were made in a reasonable good faith reliance upon the documents believed to be the appropriate documents, even if they subsequently turn out not to have been the appropriate estate planning documents.

4. Charitable Gifts. To ascertain the amounts normally given by me on a yearly basis or pledged to be given or indicated intentions to complete or make a single gift or series of gifts, and to make such charitable gifts and devises as I was accustomed to making, based upon my Attorney's ascertainment of my accustomed manner of giving and such pledges and intention and obligations as may be ascertained in Attorney's review of my personal financial records. It is my intention that such regular tithes, offerings, gifts and other charitable transfers as I am accustomed to making be continued after my incapacity and only discontinued by Attorney in such situation that Attorney determines that my own assets, income and estate that are available for my care and support are insufficient for the likely expenses of my support and maintenance until the time of my expected demise.

ARTICLE II

Termination, Amendment, Resignation and Removal

A. Power not Affected by Principal's Incapacity

This power of attorney shall not be affected by physical disability or mental incompetence of the principal which renders the principal incapable of managing his own estate. It is my intent that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence.

This document not to scale

Instrument: 2007094552 Book/Page: R 1368 : 506 DateTime: 10/19/2007 10:46:56:237 Document: 01

B. Termination

This power of attorney shall remain in full force and effect until the earlier of the following events: (i) Attorney has resigned as provided herein; (ii) I have revoked this General Durable Power of Attorney by written instrument recorded in the public records of the county aforesaid, or (iii) a conservator shall have been appointed for me by a court of competent jurisdiction. This power of attorney may be amended by me at any time and from time to time but such amendment shall not be effective as to third persons dealing with Attorney without notice of such amendment unless such amendment shall have been recorded in the public records of the county aforesaid.

C. Resignation

In the event that Attorney shall become unable or unwilling to serve or continue to serve, then Attorney may resign by delivering to me in writing a Copy of Attorney's resignation and recording the original in the public records of the county aforesaid. Upon such resignation and recording, Attorney shall thereupon be divested of all authority under this General Durable Power of Attorney.

D. Removal

Any person named herein as Attorney may be removed by written instrument executed by me and recorded in the public records of the county aforesaid.

ARTICLE III

Incidental Powers and Binding Effect

In connection with the exercise of the powers herein described, Attorney is fully authorized and empowered to perform any other acts or things necessary, appropriate, or incidental thereto on my behalf, with the same validity and effect as if I were personally present, competent, and personally exercised the powers myself. All acts lawfully done by Attorney hereunder during any period of disability or mental incompetence shall have the same effect and inure to the benefit of and bind me and my heirs, devisees, legatees and personal representatives as if I were mentally competent and not disabled. The powers herein conferred may be exercised by Attorney alone and the signature or act of Attorney on my behalf may be accepted by third persons as fully authorized by me and with the same force and effect as if done under my hand and seal and as if I were present in person, acting on my own behalf and competent. No person who may act in reliance upon the representations of Attorney for the scope of authority granted to Attorney shall incur any liability to me or to my estate as a result of permitting Attorney to exercise any power, nor shall any person dealing with Attorney be responsible to determine or insure the proper application of funds or property.

Richland County Register of Deeds

John T. Hopkins II

This document not to scale

Instrument: 2007094552 Book/Page: R 1368 : 507 DateTime: 10/19/2007 10:46:56:237 Document: 01

Richland County Register of Deeds

John T. Hopkins II

ARTICLE IV

Miscellaneous

A. Exculpation

Attorney, Attorney's heirs, successors and assigns are hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me, my heirs or assigns, the beneficiaries under my will or under any trust which I have created or shall hereafter create or any person whomsoever on account of any failure of Attorney to act pursuant to this Power of Attorney.

B. Definitions

Whenever the word "Attorney" or any modifying or substituted pronoun therefor is used in this Power of Attorney, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof.

C. Severability

If any part of any provision of this Power of Attorney shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Power of Attorney.

D. Compensation

Attorney shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by Attorney on my behalf pursuant to any provision of this Power of Attorney and shall also be entitled to reasonable compensation for services rendered hereunder.

E. Restrictions

Notwithstanding any provision herein to the contrary, Attorney shall not satisfy the legal obligations of Attorney out of any property subject to this Power of Attorney, nor may Attorney exercise this power in favor of Attorney, Attorney's estate, Attorney's creditors or the creditors of Attorney's estate.

F. Reservations

Notwithstanding any provision hereto to the contrary, Attorney shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of Attorney, and (b) any trust created by Attorney as to which I am a trustee.

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Richland County Register of Deeds

John T. Hopkins II

G. Construction

It is my intention that no property subject to this power shall be includable in the gross estate (for federal or South Carolina estate tax purposes) of Attorney under the Internal Revenue Code of 1986, as amended, or any other applicable section, if any, of federal and/or South Carolina law.

H. No Disruption of Estate Plan

If it becomes necessary for Attorney to liquidate my assets in order to provide support for me, or if liquidation or conversion of assets becomes necessary for any other reason, whether specified in this instrument or otherwise, or such liquidation is deemed by Attorney to be appropriate or convenient, I direct that Attorney, to the extent reasonably possible, avoid disrupting the dispositive provisions of any estate plan of mine known to Attorney, whether or not such estate plan is embodied in a Will, a Trust, non-probate property, or otherwise. For example, if I own stocks or property that are specifically bequeathed to someone in my Will, I would want them to be the last sold for my care. If it is necessary to disrupt the dispositive provisions of such plan, then Attorney is directed to use Attorney's best efforts to restore the dispositive provisions of such plan as and when the opportunity to do so is available to Attorney. Attorney shall make reasonable efforts to obtain and review my estate plan and any person having knowledge thereof or possession of any documents implementing such estate plan is authorized to make disclosure thereof to Attorney, and to furnish Attorney with copies of such documents.

I. Health Care Power of Attorney and Living Will

If I execute a South Carolina statutory Health Care Power of Attorney, Declaration of a Desire for a Natural Death (Living Will) or other similar advance healthcare directive, then any provision therein that conflicts with any power given herein shall take precedence over and thus supersede any authority given in this Power of Attorney.

J. Revocation of Prior Powers of Attorney

I hereby specifically revoke any previous General Power of Attorney regardless of the state in which it was given and regardless of whether it was previously recorded or not. I specifically do not revoke any previously given Health Care Power of Attorney.

K. Appointment of Guardian, Constructional Preferences

I have selected the people I have named herein with the utmost thought and care. If any action is brought for the appointment of a Guardian or a Conservator, I wish to state in the clearest and most firm manner possible that I do not wish for a Guardian or a Conservator to be appointed on my behalf under any circumstances and I request that any court asked to appoint a

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Instrument: 2007094552 Book/Page: R 1368 : 509 DateTime: 10/19/2007 10:46:56.237 Document: 01

Guardian or a Conservator specifically take into account my strongly held and strongly stated preference that my Power of Attorney be allowed to continue to act on my behalf as authorized herein.

IN WITNESS WHEREOF, as Principal, I have executed this Durable Power of Attorney as of this 16th day of October, 2007, and I have directed that photographic copies of this power be made which shall have the same force and effect as an original.

Janet Bloom Brooker

JANET BLOOM BROOKER, Principal

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ATTESTATION

The foregoing General Durable Power of Attorney was this 16th day of October, signed, sealed, published and declared by the Principal as the Principal's appointment and empowerment of an attorney-in-fact, in the presence of us who at the Principal's request and in the Principal's presence and in the presence of each other, have hereunto subscribed our names as witnesses hereto.

W. S. [illegible] of Columbia, S.C.

Barbara Hammond of Elgin SC

Richland County Register of Deeds

John T. Hopkins II

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Instrument: 2007094552 Book/Page: R 1368 : 510 DateTime: 10/19/2007 10:46:56:237 Document: 01

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

Personally appeared deponent and made oath that deponent saw the within named Principal sign, seal and as the Principal's act and deed deliver the within General Durable Power of Attorney and that deponent, with the other witnesses whose names are subscribed above, witnessed the execution thereof.

SWORN to before me this
16th day of October, 2007.

(L.S.)
Notary Public for South Carolina
My Commission Expires: 02/24/2013

Richland County Register of Deeds

John T. Hopkins II

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Todd & Johnson, L.L.P.
609 Sims Avenue
Columbia, South Carolina 29205
(803) 252-1500
W. Steven Johnson

Current Estate Planning Documents for Janet Bloom Brooker

1)	Trust Agreement	October 16, 2007
2)	Irrevocable Trust Agreement	June 30, 1992
3)	Last Will and Testament	October 16, 2007
4)	General Durable Power of Attorney Book 1368 Page 495	October 16, 2007
5)	Revocation of 10/31/88 General Durable Power of Attorney	October 16, 2007
6)	Health Care Power of Attorney	January 19, 2007
7)	Living Will or (Declaration of a Desire for a Natural Death)	N/A
8)	Assignment of Personal & Household Effects	October 16, 2007
9)	Deeds	

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IRREVOCABLE TRUST
AGREEMENT OF
JANET BLOOM BROOKER

This Trust, dated the 30 day of June, 1992, between Janet Bloom Brooker (hereinafter referred to as the "Grantor") and Beacham Owens Brooker, Jr., Julia Barnes Brooker and Ellen Brooker Corontzes, as Co-Trustees, hereinafter referred to as the "Trustee". References hereinafter to the "Trustee" shall refer collectively to all of the Co-Trustees named herein. This Trust shall be known as the "JANET BLOOM BROOKER PERSONAL RESIDENCE TRUST".

ARTICLE I

Recitals

1. The Grantor intends that this trust constitute a "qualified personal residence trust" within the meaning of Section 2702(a)(3)(A)(ii) of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 25.2702-5.

2. The Grantor deeds to the Trustees the personal residence located at DeBordieu Colony, Georgetown County, South Carolina. A copy of the deed is annexed as part of Schedule "A".

3. The Trustees agree to hold the residence and any other or additional property which is a part of this trust, including any accumulated income (the "Trust Estate"), according to the terms of this trust instrument.

ARTICLE II

Definitions

1.01 For purposes of this trust, the following terms shall have the following meanings:

(A) "Code" - the Internal Revenue Code of 1986, as it may be amended from time to time. All references to a section or chapter of the Code shall be deemed to refer as well to any subsequent provision of law enacted in its place.

(B) "SCPC" - the South Carolina Probate Code, as it may be amended from time to time. All references to a section or chapter of the SCPC shall be deemed to refer as well to any subsequent provision of law enacted in its place.

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(C) "Personal residence" - the meaning ascribed to it in Treas. Reg. Section 25.2702-5(c)(2).

(D) "Treas. Reg. Section 25.2702-5" - all references in this Trust to Treas. Reg. Section 25.2702-5 shall be deemed to refer as well to any rulings, notices or other administrative pronouncements that may be issued under it.

(E) "Trustees" or "Trustee" and all pronouns referring Trustees or Trustee - the Trustees or Trustee (including successors) serving under this trust at any time, construed in the masculine, feminine or neuter, singular or plural, whichever construction is consistent with the facts prevailing at any given time.

ARTICLE III

Irrevocability

3.01 This Trust is irrevocable. The Grantor waives any and all rights and powers, whether alone or in conjunction with others, and regardless of when and from what source the Grantor may have acquired those rights or powers, to alter, amend, revoke or terminate this trust.

ARTICLE IV

Term of Trust: Conversion to Grantor Retained Annuity Trust

4.01 Term of Trust. The trust shall be held and administered under Section 5.01 of Article Fifth until the first to occur of (i) the expiration of a term of ten (10) years from the date of this Indenture (the "Fixed Term") or (ii) the death of the Grantor (the earlier date referred to as the "Trust Term"), and then the Trust Estate, as it is then constituted, shall be disposed of under the provisions of Section 5.02 of Article Fifth.

4.02 Conversion to Grantor Retained Annuity Trust. Notwithstanding the provisions of Section 4.01 of this Article if, during the Trust Term:

(A) The residence held by the Trustees ceases to be a personal residence because of a change in use, then, within thirty (30) days after the change in use, the Trust Estate, as it is then constituted, shall be transferred to the Trustees to be held, administered and disposed of under Article Sixth. However, any cessation of use as a personal residence shall be deemed to occur only if and when it is deemed to occur under Treas. Reg. Section 25.2702-5(c)(7).

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(B) The residence held by the Trustees is sold, or damaged or destroyed, then any sales or insurance proceeds held by the Trustees after the earlier of (i) the date that is two (2) years after the date of sale, or damage to or destruction of, the residence, as the case may be or (ii) the date a new residence is acquired by the Trustees or the date replacement of or repairs to the residence are completed, as the case may be, shall, within thirty (30) days after, be transferred to the Trustees to be held, administered and disposed of as a separate share of this trust under Article Sixth.

(C) The residence held by the Trustees is damaged or destroyed so that it is unusable as a residence and, if a new residence is not acquired by the Trustees or replacement of or repairs to the residence are not completed within two (2) years after the damage or destruction, then, within thirty (30) days after, the Trust Estate, as it is then constituted, shall be transferred to the Trustees to be held, administered and disposed of under Article Sixth.

ARTICLE V

Personal Residence Trust

All property directed under Section 4.01 of Article Fourth to be disposed of under this Article Fifth shall be paid as follows:

5.01 During Trust Term. During the Trust Term, the Grantor shall have the right to the exclusive use, possession and enjoyment of any personal residence held by the Trustees, without rent or other charge. In addition, during the Trust Term, the Trustees shall pay or apply any net income at the end of each calendar quarter to or for the benefit of the Grantor.

5.02 Upon Expiration of Trust Term. Upon expiration of the Trust Term, the Assets held under this Article Fifth shall be disposed of as follows:

(1) Grantor Does Not Survive Fixed Term. If the Grantor dies prior to the expiration of the Fixed Term, upon the Grantor's death the Trust shall terminate and the balance of the Trust shall be paid to the Grantor's executors or administrators, to be disposed of as part of the Grantor's estate.

(2) Grantor Survives Fixed Term. If the Grantor survives the Fixed Term, the Trustees shall pay to the Grantor any undistributed net income and the balance of the trust shall be disposed of as follows:

(a) Distribution to Children. The Trust shall terminate upon the expiration of the Fixed Term and the

Trustees shall pay the balance of the Trust, as it is then constituted, in three (3) equal shares to the Grantor's children, Beacham Owens Brooker, Jr., Julia Barnes Brooker, and Ellen Brooker Corontzes; provided, however, if a said child of the Grantor is not then living, then such child's then living issue shall take, per stripes, the share their parent would have taken had such parent then been living.

(b) Distribution of Cash Held for Expenses. Notwithstanding any other provision of paragraph "2" of this Section 5.02, if the Grantor survives the Fixed Term, upon the expiration of the Fixed Term the Trustees shall pay to the Grantor any portion of the trust which consists of cash held under Section 7.02A of Article Seventh for the payment of expenses, to the extent that cash is not used to pay trust expenses due and payable on the date of expiration of the Fixed Term (including expenses directly related to termination).

ARTICLE VI

Grantor Retained Annuity Trust

All property directed under Section 4.02 of Article Fourth to be held, administered and disposed under this Article Sixth shall be held for the following uses and purposes:

6.01 During Trust Term.

1. Payments and Source of Payments. In each taxable year of the trust beginning with the Cessation Date (as defined in paragraph "2" of this Section 6.01) and ending on the last day of the Trust Term, the Trustees shall pay to the Grantor the amount (the "Annuity Amount") set forth in paragraph "3" of this Section 6.01. The Annuity Amount shall be paid in equal quarterly installments, from the income of the Trust Estate, and, to the extent that the income is not sufficient, from the principal of the Trust Estate.

2. Cessation Date. The Cessation Date shall be the date of sale of the residence, the date of damage to or destruction of the residence, or the date on which the residence ceases to be used as a personal residence, as the case may be. Notwithstanding the preceding sentence, the Trustees may defer payment of the Annuity Amount otherwise payable after the Cessation Date until the date that is thirty (30) days after the trust assets are converted to a qualified annuity interest under Section 4.02 of Article Fourth ("Conversion Date"); provided that any deferred payment must bear interest from the Cessation Date at a rate not less than the Code Section 7520 rate in effect on the Cessation Date. The Trustees may reduce aggregate deferred annuity payments by the amount of income, if any, actually distributed by the trust to the Grantor during the deferral period.

3. Annuity Amount. If, under Section 4.02A or Section 4.02C of Article Fourth, the entire Trust Estate becomes subject to this Article Sixth, then the Annuity Amount shall be an amount equal to (i) the lesser of the value for Federal gift tax purposes of all interests retained by the Grantor in the residence transferred to this trust as of the date of this trust instrument (i.e., $ 258,036) or the value of the Trust Estate as of the Conversion Date divided by (ii) the annuity factor for the original Fixed Term of the trust determined under Section 7520 of the Code as of the date of this Trust instrument (i.e. 8.4). If under Section 4.02B of Article Fourth, only a portion of the sales or insurance proceeds received by the Trustees on account of the sale or damage to or destruction of a personal residence becomes subject to this Article Sixth, then the Annuity Amount shall be the amount determined immediately above, multiplied by a fraction, the numerator of which is the excess of the fair market value of the Trust Estate on the Conversion Date over the amount (including acquisition costs) reinvested in the new residence or expended for repairs to the existing residence, and the denominator of which is the fair market value of the Trust Estate on the Conversion Date.

4. Incorrect Determinations. For purposes of determining the Annuity Amount, the value of the property transferred by the Grantor to the Trustees shall be its fair market value for Federal gift tax purposes. If the fair market value of this property is incorrectly determined, then within a reasonable period after the value is finally determined for Federal gift tax purposes, the Trustees shall pay to the Grantor (in the case of an undervaluation) or shall receive from the Grantor (in the case of an overvaluation) an amount equal to the difference between the annuity amounts properly payable and the annuity amounts actually paid.

(5) Proration. The Trustees shall prorate the Annuity Amount on a daily basis for a short first taxable year and for the short taxable year that payment of the Annuity Amount terminates.

(6) Undistributed Income. Any income in excess of the Annuity Amount shall be added to the principal of the Trust Estate.

6.02 Upon Expiration of Trust Term. Upon expiration of the Trust Term, the trust assets, as they are then constituted, shall be disposed of as follows:

(1) Grantor Does Not Survive Fixed Term. If the Grantor dies before the expiration of the Fixed Term, upon the Grantor's death the trust shall terminate and the Trustees shall distribute to the Grantor's executors or administrators, to be disposed of as part of the Grantor's estate, a fractional share of the trust assets having a numerator equal to the amount of the

trust assets includable in the Grantor's gross estate for Federal estate tax purposes and a denominator equal to the value of the trust assets as determined in the Grantor's Federal estate tax proceeding. The Trustees shall distribute the balance, if any, of the trust assets to the Grantor's children, Beacham Owens Brooker, Jr., Julia Barnes Brooker and Ellen Brooker Corontzes; provided, however, if a said child of the Grantor is not then living, then such child's then living issue shall take, per stripes, the share their parent would of taken had such parent been then living.

(2) Grantor Survives Fixed Term. If the Grantor survives the Fixed Term, upon the expiration of the Fixed Term, the Trust shall terminate and the Trustees shall pay the balance of the Trust, as it is then constituted, to the Grantor's children, Beacham Owens Brooker, Jr., Julia Barnes Brooker and Ellen Brooker Corontzes; provided however, if a said child of the Grantor is not then living, then such child's then living issue shall take, per stripes, the share their parent would of taken had such parent been then living.

ARTICLE VII

Trust Assets

7.01 Personal Residence. Except as otherwise provided in Section 7.02 of this Article, the Trustees are prohibited during the Trust Term from holding any asset in the trust administered under Article Fifth other than one (1) residence (or an undivided interest in one (1) residence) to be used as a personal residence of the Grantor. The preceding sentence shall not apply to the annuity trust administered under Article Sixth.

7.02 Other Transfers. To the extent permitted by Treas. Reg. Section 25.2702-5(c)(5)(ii):

A. Cash for Expenses and Improvements. The Trustees may hold cash as part of the Trust Estate but not in excess of the amount required for the payment of trust expenses (including mortgage payments and other expenses included in mortgage payments) already incurred or reasonably expected to be incurred within six (6) months after the receipt of the cash by the Trustees, and for improvements to the personal residence to be paid for within six (6) months after the receipt of the cash by the trustees.

B. Proceeds of Sale. The Trustees may hold the proceeds from the sale of the personal residence (including the income on the proceeds).

C. Insurance and Insurance Proceeds. The Trustees may hold one or more policies of insurance on the

residence. In addition, the Trustees may hold insurance proceeds paid to the Trustees as a result of damage to, destruction of, or involuntary conversion (within the meaning of Code Section 1033) of, the personal residence.

7.03 Distribution of Excess Cash. The Trustees shall distribute to the Grantor at the end of each calendar quarter any portion of the Trust Estate which consists of cash in excess of the amount permitted to be held by the Trustees under Section 7.02A of this Article for expenses and improvements.

ARTICLE VIII

No Commutation

8.01 The interest of the Grantor in any trust created under this instrument shall not be commuted.

ARTICLE IX

No Distribution to Others

9.01 The Trustees shall not pay over or apply any portion of the income or principal of the Trust Estate to or for the benefit of any person other than the Grantor before expiration of the Trust Term; provided, however, that this sentence shall not be construed to prevent the payment by the Trustees of expenses properly chargeable to the Trust Estate (e.g., expenses for improvements to the personal residence).

ARTICLE X

Purposes: Construction

10.01 The Grantor intends by this Indenture to create a qualified personal trust within in the meaning of Section 2702(a)(3)(A)(ii) of the Code and Treas. Reg. Section 25.2702-5. Accordingly, the provisions of this Indenture shall be construed and this trust shall be administered solely in accordance with this intent and in a manner consistent with that section of the Code and those regulations and any revenue rulings, revenue procedures, notices or other administrative pronouncements that may be issued by the Internal Revenue Service for qualified personal residence trusts. Should the provisions of this trust instrument be inconsistent or in conflict with that Code section, the regulations, any successor section or regulations, or any revenue rulings, revenue procedures, notices or other administrative pronouncements in effect or issued from time to time, then that Code section, the regulations, successor section or regulations, or rulings, procedures, notices or administrative pronouncements shall be deemed to override and supersede the provisions which are set forth in this trust instrument. If that Code section or the

regulations, or any successor section or regulations, or any ruling, procedure, notice or other administrative pronouncement issued on qualified personal residence trusts at any time requires that agreements creating a trust to hold a personal residence contain provisions that are not expressly set forth in this trust instrument, those provisions shall be incorporated into this trust instrument by reference and shall be deemed to be a part of this trust instrument to the same extent as though they had been expressly set forth in this trust instrument.

ARTICLE XI

Waiver of Right to Payments in Discharge of Grantor's Income Tax Liability

11.01 The Grantor realizes that the Grantor may be taxed both on gains realized by the trust(s) created under this instrument and on trust income that is not distributed to the Grantor (from the trust administered under Article Sixth), and waives any right under the SCPC and any other similar law to be reimbursed for the income taxes (whether Federal, State or otherwise) on that gain or income.

ARTICLE XII

Grantor's Power to Substitute Assets of Equivalent Value

12.01 At any time during the Trust Term, the Grantor shall have the power, in a non-fiduciary capacity, to reacquire any or all of the principal of any trust by substituting other assets of equivalent value. Notwithstanding the preceding sentence, during the Trust Term with respect to the trust being administered under Article Fifth, this power shall be limited to reacquire any personal residence held in the trust by substituting another personal residence of equivalent value. This power shall be exercised by written notice to the Trustees who shall promptly comply with the notice.

ARTICLE XIII

Right to Purchase Residence From Trust

13.01 At any time during the Trust term, the Grantor shall have the right to purchase any residence held by the Trustees under this trust. The purchase shall be upon the terms and conditions that the Grantor and the Trustees agree upon, provided that the purchase price shall be the residence's then fair market value. The determination of the Grantor and the Trustees shall be binding and conclusive upon all persons who may in any way be affected by their determination. The Trustees may continue to hold any promissory note and/or collateral received by the Trustees

to secure any purchase money loan made by the Trustees to the Grantor, and the Trustees shall be under no liability to any person interested in the Trust Estate for any loss resulting to the Trust Estate from the inability of the Trustees to collect any purchase money loan made to the Grantor. Any sales proceeds held by the Trustees after the earlier of (i) the date of sale to the Grantor or (ii) the date a new residence is acquired by the Trustees shall, within thirty (30) days thereafter, be transferred to the Trustees to be held, administered and disposed of under Article Sixth.

ARTICLE XIV

Spendthrift Protection

14.01 All payments of income or principal made to any of the beneficiaries named in this trust shall be paid by the Trustees directly and only to the beneficiary. The Trustees are not to recognize any sale, transfer, pledge, mortgage, hypothecation, order or assignment or other encumbrance by any beneficiary of, or by way of anticipation of, the whole or any part of the trust income or principal. The principal or income of this trust shall not be subject in any manner to transfer by operation of law except as specifically provided in this trust instrument, and shall be exempt from the claim of creditors or other claimants, and any orders, decrees, levies, attachments, garnishments and executions, and other legal and equitable processes or proceedings to the fullest extent permissible by law.

14.02 If any attempt is made at any time by a beneficiary to alienate, to sell, to transfer, to assign, to pledge, to mortgage or otherwise encumber the whole or any part of the principal or income reserved to the beneficiary, or if any creditor, claimant or person having a claim or demand of any character against the beneficiary levies an attachment upon, garnishes or otherwise attempts to subject all or any portion of the principal or income to the satisfaction of the beneficiary's debts or other obligations, in that event and then and thereafter the rights of the beneficiary to trust principal or income before the termination of this trust shall cease and terminate. In that event, the Trustees may deem necessary for the maintenance and support of the beneficiary in his or her accustomed manner of living. However, the Trustees shall not be compelled to pay to or for the benefit of the beneficiary any part of the principal or income that would have been payable to the beneficiary before the termination of his rights under this trust but for the attempted sale, transfer, assignment, pledge, mortgage, levy, garnishment or other encumbrance, or alienation and any amount not paid to or applied for the beneficiary shall be accumulated and retained in this trust. After the satisfaction, cancellation or release or withdrawal of any instrument of sale, transfer, assignment, pledge, mortgage or other encumbrance or alienation or of any order, decree, levy, attachment, garnishment, execution or other claim or

demand, the Trustees shall pay and deliver to the beneficiary any such accumulation.

14.03 The provisions of this Article are expressly subordinate to the overriding provisions of Section 6.01(1) of Article Sixth and Section 5.01 of Article Fifth.

ARTICLE XV

Trustee's Powers and Rights

15.01 Powers. In the administration of any property, real or personal, at any time forming a part of the Trust Estate, including any accumulated income, the Trustees shall have the following rights and powers, in addition to and not by way of limitation of the powers provided by Section 62-7-704 of the SCPC and other provisions of law, subject to any conditions or limitations stated elsewhere in this trust instrument, to be exercised in their absolute discretion:

A. Residence. To hold and retain any residence without regard to diversification of the Trust Estate.

B. Repairs. To make all repairs, alterations and improvements as they may deem advisable to any residence held under this trust.

C. Insurance. To purchase any type or kind of insurance that they may deem advisable to protect any residence held under this trust.

D. Compliance. To comply with all building codes, zoning and licensing requirements, and other Federal, State and local requirements for any residence held under this trust.

E. Condemnation. To act on behalf of this trust in any eminent domain proceedings for the condemnation of any residence held under this trust and, if they deem it advisable, to employ independent real estate experts for appraisal and testimony in connection with any eminent domain proceedings.

F. Casualty. For any residence held under this trust which is damaged or destroyed, whether by fire, storm or otherwise, to repair or rebuild the residence in the manner that they may determine, using the proceeds of any insurance which may become available as a result of the damage or destruction, or, to the extent that the insurance is not sufficient, the principal held under this trust.

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G. Mortgage. To mortgage any residence held under this trust in the amount, on the conditions, and at the rates of interest, that they deem advisable.

H. Borrowing. To borrow money from any party, including the Grantor or the Trustees, to protect, preserve or improve any property held under this trust, or to pay the Annuity Amount, whenever in their judgment it is considered advisable; to execute promissory notes or other obligations for the borrowed amounts, and to secure the payment of the borrowed amounts by mortgage on, security interest in, or pledge of any property held under this trust.

I. Sale. To sell (for cash or deferred payment with or without security), to exchange, to partition or to otherwise dispose of any property which may at any time form part of the Trust Estate at the times and upon the terms and without court order that they deem advisable, and to make, execute and deliver any and all deeds, conveyances, bills of sale and other instruments necessary or proper in connection with this paragraph.

J. Investments. To invest and reinvest the Trust Estate in any kind of property, whether or not the investments are of the character permissible for investments by fiduciaries under applicable law, and without regard to the effect that the investment or reinvestment may have upon the diversification of the investments.

K. Claims. To compromise, submit to arbitration, abandon or otherwise adjust any claims against or in favor of this trust, and to commence or defend any litigation relating to this trust or the property of the trust that they deem advisable at the sole expense of the Trust Estate.

L. Expenses. To discharge all taxes, insurance premiums, operating expenses, overhead and other charges imposed upon or incurred in connection with the Trust Estate and properly incident to its care, preservations and management, and all other reasonable and necessary costs and charges incident to the administration of this trust, including not limited to the employment of any custodian, attorney, accountant, or any other agent or fiduciary to assist and advise the Trustees in the administration of the trust, and to rely on the advice, and to pay reasonable compensation for all professional services out of the principal of the Trust Estate.

M. Loans. To lend money to any person or persons, entity or entities, including the Grantor, upon the terms and in the ways and with the security that they deem advisable in the best interest of the beneficiaries under this trust.

N. Allocations. To determine the allocation of receipts and apportionment of expenses between principal and income of the Trust Estate in accordance with South Carolina law, and to pay from the income or principal of the Trust Estate, as the case may be, the expenses properly chargeable to the income or principal of the Trust Estate and permitted by Treas. Reg. Section 25.2702-5.

O. Voting. To vote on all securities of the Trust Estate, and to become a party to any agreements deemed advisable by them in connection with the securities.

P. Administration. To do any and all acts, to exercise any and all rights, to enter into any and all proceedings, contracts (including contracts containing guarantees, warranties, representations and indemnifications of any kind or nature), and other instruments (whether or not specified above and including but not limited to the preparation and filing of any and all documents and instruments and the payment of any and all expenses in that connection) necessary or proper in their opinion in the administration of this trust, as fully as if they were the absolute owners of the trust property.

15.02 Taxes. If the Trust Estate or any part of it is chargeable with any claim for estate, legacy, succession, transfer, inheritance or similar tax or duty (the "taxes") by reason of the death of any person, the Trustees may pay the taxes to the executors or administrators of the estate of that person or directly to any collector of the taxes and may subject themselves and this trust to the jurisdiction of any court within or without the State of South Carolina in order to determine or apportion the taxes, irrespective of the domicile of that person at his or her death. This paragraph shall not be deemed of itself to create any liability for any taxes or any part of any taxes.

15.03 Third Party Reliance. No person dealing with the Trustees shall be bound to see to the application or disposition of cash or other property transferred to them or to inquire into the authority for or propriety of any action by the Trustees.

15.04 Professional Advice. The Trustees are specifically authorized to rely, without liability except for their own actual fraud or willful wrongdoing, on the advice of investment counsel or other appropriate advisors (including any firm with which any of the Trustees may be affiliated). They may, under a contract or contracts with an investment counsel or other appropriate advisor, delegate all or a portion of their investment powers to an investment counsel or other appropriate advisor (notwithstanding any law or rule of law making trustees' powers non-delegable or any other law), and, if they do so, they shall not be liable for losses incurred by reason of that delegation or incurred

in acting or refraining from acting in reliance on the advice of the investment counsel or other appropriate advisor.

15.05 Tax Law Restriction. Notwithstanding anything in this trust instrument to the contrary, no rights or powers stated in this trust instrument or accorded to trustees generally under law shall be construed to enable or to empower the Trustees, the Grantor, any person or entity serving as Trustee who may in any way be deemed to be the agent of the Grantor, to perform any act or omission that would subject all or any portion of the Trust Estate to inclusion in the Grantor's estate for Federal estate tax purposes or that would be inconsistent with the treatment of this trust as a qualified personal residence trust within the meaning of Section 2702(a)(3)(A)(ii) of the Code and Treas. Reg. Section 25.2702-5. This paragraph shall be construed as a precedent (and not as a subsequent) limitation or condition.

ARTICLE XVI

Accounting, Records, Tax Returns

16.01 The Trustees shall not be required to file any accounting with any public official. The Trustees shall, however, maintain complete and accurate records concerning any trust created under this trust instrument. Moreover, each year the Trustees shall furnish an annual accounting of each trust's condition, including receipts and disbursements to the Grantor. This required accounting may be satisfied by a copy of the trust's Federal income tax return.

ARTICLE XVII

Resignation or Death of Co-Trustees

17.01 Successor Trustees. Any of the Co-Trustees named herein may resign such Co-Trustee's trusteeship by delivering a written notice of such resignation to such other Co-Trustee(s) serving hereunder at least Sixty (60) days prior to the effective date thereof. Upon the resignation or death of a Co-Trustee named herein, the remaining Co-Trustee(s) named herein shall become the Co-Trustees (or sole Trustee upon the death or resignation of two of the Co-Trustees originally named herein) of the trust created hereunder and shall be vested with all the rights, powers and duties, authority and responsibility conferred upon the Co-Trustees originally named herein. If all of the Co-Trustees originally named herein shall resign or die during their trusteeship, the successor Trustee shall be such individual or bank and trust company as the Grantor's then living children shall designate or if none of the Grantor's children are then living, then such individual or bank and trust company as a majority of the Grantor's grandchildren shall designate. Such successor Trustee shall be

vested with all the rights, powers and Co-Trustees originally named herein.

17.02 Powers and Limitation. All powers, authority and discretion conferred upon the Trustees by this trust instrument shall pass to and be exercisable by each successor Trustee. No Trustee shall participate in a decision to use the property of the trust in any manner as to discharge any obligation of the Trustee including but not limited to any obligation of support.

ARTICLE XVIII

Trustee Bond

18.01 With the exception of any Trustee appointed by any court, no Trustee shall be required to file or furnish any bond or other security.

ARTICLE XIX

Action by Trustees

19.01 Abstention. Any Trustee, at any time or from time to time, may decline to participate in any one or more decisions to be made by the Trustees by instrument in writing signed by that Trustee and mailed or personally delivered to the Co-Trustees.

19.02 Majority and Delegation. Except as otherwise provided by this trust instrument or by law, any decision of the Trustees may be made by a majority of the Trustees who are not precluded by law or this trust instrument from making the decision and who have not declined to participate in the decision. Ministerial duties of the Trustees (such as signing of checks, execution of brokerage transactions relating to securities or commodities, and the like) may be executed by any one Trustee.

ARTICLE XX

Applicable Law

20.01 This trust instrument is entered into in the State of South Carolina, and all questions pertaining to its construction, validity or administration shall be determined and controlled by the laws of South Carolina.

T&J_00183

ROA 622

ARTICLE XXI

Miscellaneous

21.01 All captions and headings used in this trust instrument are for reference purposes only and have no legal significance whatsoever. As used in this trust instrument, the singular and plural are interchangeable and each gender includes the other gender where the context requires it.

IN WITNESS WHEREOF, the Grantor and Co-Trustees have set their hands and affixed their seals in acceptance of this Trust.

WITNESSES:

Katherine J. Blumer

JANET BLOOM BROOKER, GRANTOR

Katherine J. Blumer

BEACHAM O. BROOKER, JR., CO-TRUSTEE

Katherine J. Blumer

JULIA BARNES BROOKER, CO-TRUSTEE

Dillie L. McMahan

Katherine J. Blumer

ELLEN BROOKER CORONTZES, CO-TRUSTEE

T&J_00184

ROA 623

STATE OF SOUTH CAROLINA)
) P R O B A T E
COUNTY OF RICHLAND)

PERSONALLY appeared the undersigned witness and made oath that she saw the within named Grantor sign, seal and as Grantor's act and deed deliver the within Trust Agreement and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

Katherine J. Blumer

SWORN to before me this
30th day of June, 1992.

_____ (L.S.)
Notary Public for South Carolina
My Commission Expires: 8/17/2000

T&J_00185

ROA 624

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF Richland)

PERSONALLY appeared the undersigned witness and made oath that she saw the within named Co-Trustee, Beacham Owens Brooker, Jr. sign, seal and as Trustee's act and deed deliver the within Trust Agreement and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

Katherine J. Blumer

SWORN to before me this
30th day of June, 1992.

(L.S.)
Notary Public for South Carolina
My Commission Expires: 8/17/2000

T&J_00186

ROA 625

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF Richland)

PERSONALLY appeared the undersigned witness and made oath that she saw the within named Co-Trustee, Julia Barnes Brooker sign, seal and as Trustee's act and deed deliver the within Trust Agreement and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

Katherine J. Blumer

SWORN to before me this
30th day of June, 1992.

James OB — III (L.S.)
Notary Public for South Carolina

My Commission Expires: 5/17/2000

T&J_00187

ROA 626

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF Richland)

PERSONALLY appeared the undersigned witness and made oath that She saw the within named Co-Trustee, Ellen Brooker Corontzes sign, seal and as Trustee's act and deed deliver the within Trust Agreement and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

Katherine J. Blumer

SWORN to before me this

1st day of July, 1992.

Bessie L McMahan (L.S.)
Notary Public for South Carolina

My Commission Expires: 8-11-96

T&J_00188

ROA 627

SCHEDULE "A"

JANET BLOOM BROOKER, GRANTOR

TO

BEACHAM OWENS BROOKER, JR., JULIA BARNES BROOKER and ELLEN BROOKER CORONTZES, CO-TRUSTEES

Under Trust Agreement Dated:

See Attached Deed

APPROVED:

JANET BLOOM BROOKER, GRANTOR

BEACHAM OWENS BROOKER, JR., INDIVIDUAL CO-TRUSTEE

JULIA BARNES BROOKER, INDIVIDUAL CO-TRUSTEE

ELLEN BROOKER CORONTZES, INDIVIDUAL CO-TRUSTEE

Janet Brooker Estate - needed information

1. Need to know the amount of annual exclusion gifts to the children of Beach and Ellen, as well as the spouses of Beach and Ellen, beginning in May of 1997. The amount of these gifts will accrue interest at 5% from the date of the gift until the amount is distributed to Julia.

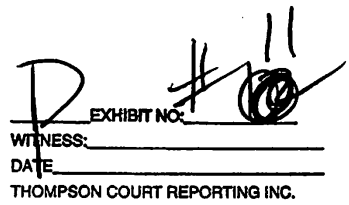
2. Have the amount paid to Dunbar. Were there any amounts for flowers, pastor, singer, gravemarker, etc? How about expenses for food?

3. Clarification on which amounts paid were owed at her death and if owed when she died, we can deduct on the 706. I have deducted what I thought was owed as a debt at her death but nothing for the month after her death.

4. Think she have a lock box at First Community Bank, and just need to know whose name besides hers was on it.

5. Still need the value of the **personal property** she owned.

6. Have Ellen's tax ID for her family trust but not Beach's.



Gmail Julia Brooker <jbrooker2@gmail.com>

Fwd: Re: estate of Janet Brooker

2 messages

brooker <b_brooker@bellsouth.net> Wed, Aug 31, 2016 at 12:32 PM
To: jbrooker2@gmail.com, Ellen Corontzes <ecorontzes@sc.rr.com>

I don't think this got through to you on Monday.

P EXHIBIT NO. #12
WITNESS:
DATE
THOMPSON COURT REPORTING INC.

——— Forwarded Message ———
Subject: Re: estate of Janet Brooker
Date: Mon, 29 Aug 2016 14:13:21 -0400
From:brooker <b_brooker@bellsouth.net>
To:W. Steve Johnson <WSJ@toddandjohnson.com>
CC:'David Sidons (dstaxlaw@bellsouth.net)' <dstaxlaw@bellsouth.net>

Indeed good news. Julie is demanding "access" to the estate's accounts at Stephens Inc. before she will agree to "proceed." I am not certain what this means or what her concerns are which have never been articulated to me in full. I am enclosing monthly statements from Stephens which is all the information that we get from them. As you know the critical issue at this time is the disposition of the residence at Graeme Drive which is a major cost to the estate and a liability in that it is not being maintained. David, can you help? We need 1) an agreement on the equalization distribution, 2) a contract and closing date on 2/3 share of 1705 Graeme Drive from Ellen and me to Julie.

On 8/29/2016 11:43 AM, W. Steve Johnson wrote:

Beach,

Attached to this email is an estate tax closing letter which means we can now proceed to close the estate.

As you may guess, this is very good news.

Steve Johnson

Todd & Johnson, LLP

PO Box 11262

Columbia, SC 29211

(803) 252-1500

Amount due per Brent Brooks		$ 525,528.08
Date of Trial	2/5/19	
Interest Credit Date	8/31/16	
# Days	888	
Interest Rate	5%	
Interest on $525,528.08 @ 5% for 888 days		$ 63,927.25
Total per Revised P # 6		$ 1,528,398.97
Interest Credit		< 63,927.25
Adjusted Balance		$ 1,464,471.72
1/2 Adjusted Balance		$ 732,235.86

EXHIBIT NO: #17
WITNESS:
DATE
THOMPSON COURT REPORTING INC.

Janet B. Brooker Estate

Gifts made from 2007 through 2015

		Gifts	Interest	Total
09/26/07	$12,000 X 2	24,000.00		
Interest	Interest from 9/26/07 to 4/16/15		9,070.68	33070.68
10/01/07	$60,000 X 4	240,000.00		
Interest	Interest from 10/1/07 to 4/16/15		90,542.47	330,542.47
01/09/08	$12,000 X 2	24,000.00		
Interest	Interest from 1/5/08 to 4/16/15		8,725.48	32,725.48
01/08/09	$13,000 X 6	78,000.00		
Interest	Interest from 1/5/09 to 4/16/15		24,457.81	102,457.81
01/05/10	$13,000 X 6	78,000.00		
Interest	Interest from 1/5/10 to 4/16/15		20,589.86	98,589.86
01/05/11	$13,000 X 6	78,000.00		
Interest	Interest from 1/5/11 to 4/16/15		16,689.86	94,689.86
01/05/12	$13,000 X 6	78,000.00		
Interest	Interest from 1/5/12 to 4/16/15		12,789.86	90,789.86
01/02/13	$14,000 X 6	84,000.00		
Interest	Interest from 1/2/13 to 4/16/15		9,596.71	93,596.71
01/02/14	$14,000 X 6	84,000.00		
Interest	Interest from 1/2/14 to 4/16/15		5,396.71	89,396.71
01/02/15	$14,000 X 6	84,000.00		
Interest	Interest from 1/2/15 to 4/16/15		1,196.71	85,196.71
	Total Gifts and Interest	**852,000.00**	**199,056.15**	**1,051,056.15**

One half given is Ellen's family	**525,528.07**
One half given is Beach's family	**525,528.08**
Amount due to Julia to equalize	**525,528.08**

D #1
EXHIBIT NO:
WITNESS:
DATE
THOMPSON COURT REPORTING INC.

EXHIBIT NO: #2
WITNESS:
DATE
THOMPSON COURT REPORTING INC.

FILED
2017 MAR 17 AM 11:45
RICHLAND COUNTY, S.C.

FILED
2017 MAR 17 AM 11:31
PROBATE JUDGE
RICHLAND COUNTY, S.C.

LAST WILL AND TESTAMENT OF JANET B. BROOKER

Introductory Clause. I, **JANET B. BROOKER**, a resident of and domiciled in the County of Richland and State of South Carolina, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

I have three living children: **ELLEN B. CORONTZES, JULIA B. BROOKER,** and **BEACHAM O. BROOKER, JR.**

ITEM I

General Bequest of Personal and Household Effects With a Mandatory Memorandum. I give and bequeath all my personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, as follows:

(1) I may leave written memoranda disposing of certain items of my tangible personal property. Any such item of tangible personal property shall pass according to the terms of such memoranda in existence at the time of my death. If no such written memoranda are found or identified by my Personal Representative within ninety (90) days after my Personal Representative's qualification, it shall be conclusively presumed that there are no such memoranda and any subsequently discovered memoranda shall be ineffective. Any property given and devised to a beneficiary who is not living at the time of my death and for whom no effective alternate provision has been made shall pass according to the provisions of the following paragraph, and not pursuant to any anti-lapse statute.

(2) In default of such memoranda, or to the extent such memoranda do not completely or effectively dispose of such property, I give and bequeath the rest of my personal and household effects of every kind to my children surviving me in approximately equal shares; provided, however, the issue of a deceased child surviving me shall take per stirpes the share their parent would have taken had he or she survived me. If my issue do not agree to the division of the property among themselves, my Personal Representative shall make such division among them, the decision of my Personal Representative to be in all respects binding upon my issue. 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 it is distributed shall be a complete discharge of my Personal Representative.

ITEM II

Pour-Over Gift to Trustee of Testatrix's Inter Vivos Trust. I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to **BEACHAM O. BROOKER, JR. AND JANET B. BROOKER** as Trustee under that certain Trust Agreement between me as Settlor and **BEACHAM O. BROOKER, JR. AND JANET B. BROOKER** as Trustee executed prior to the execution of this Will on the 16th day of October, 2007. My Trustee shall add the property bequeathed and devised by this Item to the principal of the above Trust and shall hold, administer and distribute the property in accordance with the provisions of the Trust Agreement, including any amendments thereto made before my death.

ITEM III

Alternate Provision to Incorporate Trust by Reference if Pour-Over is Invalid. In the event for any reason the bequest and devise above is ineffective and invalid, then I hereby give, devise and bequeath the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to **BEACHAM O. BROOKER, JR. AND JANET B. BROOKER** as Trustee to be held, administered and distributed in accordance with the provisions of that certain Trust Agreement between me as Settlor and **BEACHAM O. BROOKER, JR. AND JANET B. BROOKER** as Trustee executed prior to the execution of this Will on the 16th day of October, 2007, which Trust Agreement including any amendments thereto made before my death is hereby incorporated by reference and made a part hereof the same as if the entire Trust Agreement were set forth herein. If for any reason **BEACHAM O. BROOKER, JR. AND JANET B. BROOKER** are unable or unwilling to serve then I hereby nominate, constitute and appoint as successor or substitute Trustee such Trustee or Trustees as are set forth in the above referenced Trust Agreement.

ITEM IV

Naming the Personal Representative, Personal Representative Succession, Personal Representative's Fees and Other Matters. The provisions for naming the Personal Representative, Personal Representative succession, Personal Representative's fees and other matters are set forth below:

(1) Naming an Individual Personal Representative. I hereby nominate, constitute and appoint as Personal Representative of this my Last Will and Testament my son, **BEACHAM O. BROOKER, JR.** and direct that he shall serve without bond.

(2) Naming Individual Successor or Substitute Personal Representative. If my individual Personal Representative should fail to qualify as Personal Representative hereunder, or for any reason should cease to act in such capacity, the successor or substitute Personal Representative who shall also serve without bond shall be my daughter, **JULIA B. BROOKER.**

(3) **Final Succession If Individual Successor Personal Representative Cannot Act.** If my individual successor Personal Representative should fail to qualify as Personal Representative hereunder, or for any reason should cease to act in such capacity, then the successor or substitute Personal Representative who shall also serve without bond shall be my daughter, **ELLEN B. CORONTZES.**

(4) **Fee Schedule for Individual Personal Representative.** For its services as Personal Representative, the individual Personal Representative shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

ITEM V

Definition of Personal Representative. Whenever the word "Personal Representative" or any modifying or substituted pronoun therefor is used in this my Will, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Personal Representative named herein and to any successor or substitute Personal Representative acting hereunder, and such successor or substitute Personal Representative shall possess all the rights, powers and duties, authority and responsibility conferred upon the Personal Representative originally named herein.

ITEM VI

Powers for Personal Representative. By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to Personal Representatives generally, my Personal Representative is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this my Will: to allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect to, take possession of, pledge, receive, release, repair, sell, sue for, to make distributions or divisions in cash or in kind or partly in each without regard to the income tax basis of such asset, and in general, to exercise all the powers in the management of my Estate which any individual could exercise in the management of similar property owned in his or her own right, upon such terms and conditions as to my Personal Representative may seem best, and to execute and deliver any and all instruments and to do all acts which my Personal Representative may deem proper or necessary to carry out the purposes of this my Will, without being limited in any way by the specific grants of power made, and without the necessity of a court order.

ITEM VII

Provision for Personal Representative to Act as Trustee for Beneficiary Under Age Twenty-One. If any share or property hereunder becomes distributable to a beneficiary who has not attained the age of Twenty-one (21) years or if any real property shall be devised to a person who has not attained the age of Twenty-one (21) years at the date of my death, then such share or property shall immediately vest in the beneficiary, but notwithstanding the provisions herein, my Personal Representative acting as Trustee shall retain possession of the share or property in trust

for the beneficiary until the beneficiary attains the age of Twenty-one (21), using so much of the net income and principal of the share or property as my Personal Representative deems necessary to provide for the medical care, education, support and maintenance in reasonable comfort of the beneficiary, taking into consideration to the extent my Personal Representative deems advisable any other income or resources of the beneficiary or his or her parents known to my Personal Representative. Any income not so paid or applied shall be accumulated and added to principal. The beneficiary's share or property shall be paid over, distributed and conveyed to the beneficiary upon attaining age Twenty-one (21), or if he or she shall sooner die, to his or her personal representatives. Whenever my Personal Representative determines it appropriate to pay any money for the benefit of a beneficiary for whom a trust is created hereunder, then the amounts shall be paid out by my Personal Representative in such of the following ways as my Personal Representative deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the care, support and education of the beneficiary; (4) by my Personal Representative using such amounts directly for the beneficiary's care, support and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act. My Personal Representative as trustee shall have with respect to each share or property so retained all the powers and discretions conferred upon it as Personal Representative.

ITEM VIII

Discretion Granted to Personal Representative in Reference to Tax Matters. My Personal Representative as the fiduciary of my estate shall have the discretion, but shall not be required when allocating receipts of my estate between income and principal, to make adjustments in the rights of any beneficiaries, or among the principal and income accounts to compensate for the consequences of any tax decision or election, or of any investment or administrative decision, that my Personal Representative believes has had the effect, directly or indirectly, of preferring one beneficiary or group of beneficiaries over others; provided, however, my Personal Representative shall not exercise its discretion in a manner which would cause the loss or reduction of the marital deduction as may be herein provided. In determining the state or federal estate and income tax liabilities of my estate, my Personal Representative shall have discretion to select the valuation date and to determine whether any or all of the allowable administration expenses in my estate shall be used as state or federal estate tax deductions or as state or federal income tax deductions. If my estate plan includes a revocable trust agreement and it contains directions to my Personal Representative, I direct my Personal Representative to follow the directions in such trust agreement.

ITEM IX

Definitions of Family. The following definitions shall be used to define the family:

(1) Definition of Children. For purposes of this Will, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated. The terms "child," "children," "issue," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent. For

purposes of this my last will and testament the anti-lapse statute shall not apply as I have named successor takers where it is my intent so to do.

(2) **Inclusion of Adopted Children.** For purposes of this Will, if a person, who at the time of such legal adoption proceeding is commenced is then under the age of twenty-one (21) years, has been adopted, that person shall be considered a child of such adopting parent and such adopted child and his or her issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

(3) **Definition of Per Stirpes.** The term "per stirpes" as used herein has the identical meaning as the term "taking by representation" as defined in the South Carolina Probate Code.

ITEM X

Definition of Words Relating to the Internal Revenue Code. As used herein, words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to my estate. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of my death.

ITEM XI

Simultaneous Death Provision Presuming Beneficiary Predeceases Testatrix. If any beneficiary and I should die under such circumstances as would make it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed for the purposes of this Will that the beneficiary predeceased me.

ITEM XII

Direction to Pay Debts with Discretionary Refinancing by Personal Representative. I direct that all my legally enforceable debts, secured and unsecured, be paid as soon as practicable after my death. I direct that my Personal Representative may cause any debt to be carried, renewed and refinanced from time to time upon such terms and with such securities for its repayment as my Personal Representative may deem advisable taking into consideration the best interest of the beneficiaries hereunder.

ITEM XIII

I direct that:

(1) **Direction to Pay All Taxes from Residuary Estate.** Except as provided in (2) herein, all estate, inheritance, succession, death or similar taxes (except generation-skipping transfer taxes) assessed with respect to my estate herein disposed of, or any part thereof, or on any bequest or devise contained in this my Last Will (which term wherever used herein shall include any Codicil hereto), be paid out of my residuary estate and shall not be charged to or

against any recipient, beneficiary, transferee or owner of any such property or interests in property included in my estate for such tax purposes.

(2) **Apportion Taxes on Nonprobate Property.** All such taxes in respect to any property or interests in property included in my gross estate under Sections 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, and 2044 of the Internal Revenue Code shall be charged against and paid by the recipient or beneficiary of such property or interest in property or from the property or interest in the property, provided, however, there shall be no apportionment against any donee or recipient of any such property or interest in property which is a qualified charity under Section 2055 and the property or interest in property was allowed in my federal estate tax proceedings as a charitable deduction. The amount of the tax to be charged against such donee or recipient shall be determined by multiplying a fraction (the numerator of which shall be the federal estate tax value of the property to be apportioned as finally determined in my federal estate tax proceedings and the denominator of which shall be the total value of my taxable estate for such federal estate tax purposes) times the net amount of such taxes payable by my estate after the application of all credits against such taxes.

Testimonium, Attestation and Self-Proving Affidavit. I, **JANET B. BROOKER**, the Testatrix, sign my name to this instrument this the 16th day of October, 2007, 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.

Janet B Brooker
JANET B. BROOKER

We, W. Steven Johnson and Barbara Hammond, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testatrix signs and executes this instrument as her last will and that she signs it willingly (or willingly directs another to sign for her), and that each of us, in the presence and hearing of the Testatrix, hereby signs this will as witness to the Testatrix's signing, and that to the best of our knowledge the Testatrix is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

W S J
(Witness)

Barbara Hammond
(Witness)

The State of South Carolina

County of Richland

Subscribed, sworn to, and acknowledged before me by **JANET B. BROOKER**, the Testatrix, and subscribed and sworn to before me by Barbara Hammond, witness, this the 16th day of October, 2007.

(Seal)
Notary Public for South Carolina

My Commission Expires: 2/24/2013

FILED
MAR 17 AM 11:46
FILE COPY

TRUST AGREEMENT

Introductory Clause. This Agreement made this the 16th day of October, 2007, between **JANET B. BROOKER**, hereinafter referred to as the Settlor and **BEACHAM O. BROOKER, JR. AND JANET B. BROOKER**, hereinafter referred to singularly as an individual trustee and hereinafter collectively referred to as the Trustee. During the lifetime of the Settlor and after the death of the Settlor but prior to final distribution herein this trust shall be known as the **"JANET B. BROOKER TRUST"**.

ARTICLE I

Description of Property Transferred. The Settlor has paid over, assigned, granted, conveyed, transferred and delivered, and by this Agreement does hereby pay over, assign, grant, convey, transfer and deliver unto the Trustee the property described in Schedule A, annexed hereto and made a part hereof, and may cause the Trustee to be designated as beneficiary of certain life insurance policies. Any insurance policies that may be delivered to the Trustee hereunder or under which the Trustee may be designated as beneficiary, the proceeds of all such policies being payable to the Trustee, and any other property that may be received or which has been received by the Trustee hereunder, as invested and reinvested (hereinafter referred to as the "Trust Estate"), shall be held, administered and distributed by the Trustee as hereinafter set forth.

ARTICLE II

Provisions for Settlor During Lifetime. The Trustee shall hold, manage, invest and reinvest the Trust Estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

(1) During the lifetime of the Settlor, the Trustee shall pay to or apply for the benefit of the Settlor all the net income from this Trust.

(2) During the lifetime of the Settlor, the Trustee may pay to or apply for the benefit of the Settlor such sums from the principal of this Trust as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Settlor, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Settlor known to the Trustee.

ARTICLE III

Settlor's Rights to Amend, Change or Revoke the Trust Agreement. The Settlor may, by signed instruments delivered to the Trustee during the Settlor's life: (1) withdraw property from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; (2) add other property to the Trust; (3) change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; (5) revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation.

ARTICLE IV

Discretionary Provisions for Trustee to Deal with Settlor's Estate and Make Payment of Debts and Taxes. After the Settlor's death, the Trustee, if in its discretion it deems it advisable, may pay all or any part of the Settlor's funeral expenses, legally enforceable claims against the Settlor or the Settlor's estate, reasonable expenses of administration of the Settlor's estate, any allowances by court order to those dependent upon the Settlor, any estate, inheritance, succession, death or similar taxes payable by reason of the Settlor's death, together with any interest thereon or other additions thereto, without reimbursement from the Settlor's personal representatives, from any beneficiary of insurance upon the Settlor's life, or from any other person. All such payments, except of interest, shall be charged generally against the principal of the Trust Estate includable in the Settlor's estate for Federal estate tax purposes and any interest so paid shall be charged generally against the income thereof; provided, however, any such payments of estate, inheritance, succession, death or similar taxes (except generation-skipping transfer taxes) shall be charged against the principal constituting the Trust Estate and any interest so paid shall be charged against the income thereof. If such share or trust was created as a fraction, then such taxes thus paid shall reduce the numerator of that share or trust and the Trust Estate, thus likewise reducing the denominator of the fraction. The Trustee may make such payments directly or may pay over the amounts thereof to the personal representatives of the Settlor's estate. Written statements by the personal representatives of such sums due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee and the Trustee shall be under no duty to see to the application of any such payments. If administrative expenses are deducted on the estate's income tax return but paid from principal, then they shall be charged against the Trust Estate.

ARTICLE V

Specific Distributions. Upon the death of the Settlor, the Trustee shall make the following distributions:

(1) **General Distribution of Personal and Household Effects With a Mandatory Memorandum.** All the Settlor's personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, shall be distributed as follows:

(a) The Settlor may leave written memoranda disposing of certain items of tangible personal property. Any such item of tangible personal property shall pass according to the terms of such memoranda in existence at the time of the Settlor's death. If no such written memoranda are found or identified by the Trustee within ninety (90) days after the Settlor's death, it shall be conclusively presumed that there are no such memoranda and any subsequently discovered memoranda shall be ineffective. Any property given and devised to a beneficiary who is not living at the time of the Settlor's death and for whom no effective alternate provision has been made shall pass according to the provisions of the following subparagraph, and not pursuant to any anti-lapse statute.

(b) In default of such memoranda, or to the extent such memoranda do not completely or effectively dispose of such property, the rest of the Settlor's personal and household effects of every kind shall be distributed to the Settlor's children surviving the Settlor, in approximately equal shares; provided, however, the issue of a deceased child surviving the Settlor shall take per stirpes the share their parent would have taken had he or she survived the Settlor. If the Settlor's issue do not agree to the division of the property among themselves, the Trustee shall make such division among them, the decision of the Trustee to be in all respects binding upon the Settlor's issue. If any beneficiary hereunder is a minor, the Trustee 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 it is distributed shall be a complete discharge of the Trustee.

(2) **Equalizing Distribution to the Settlor's Daughter, JULIA B. BROOKER.** The Settlor has previously made lifetime gifts and intends to continue such gifting program until the date of the Settlor's death to the Settlor's children, the Settlor's issue and spouses of the Settlor's children. Because the Settlor's daughter, **JULIA B. BROOKER** is not married and has no children or issue, the Settlor intends that at the Settlor's death, an equalizing distribution will be made to the Settlor's said daughter pursuant to the terms of this paragraph for lifetime gifts made to such daughter's siblings' spouses or siblings' issue which equalizing distribution will be determined as follows:

(a) From the date of this trust forward the Trustee shall determine the date and the amount of any lifetime gifts made by the Settlor to issue of Ellen B. Corontzes and Beachum O. Brooker, Jr. as well as the spouses of Ellen B. Corontzes and Beachum O. Brooker, Jr.

(b) To such amount specified above from the date of such gift an interest rate of five (5%) percent shall be applied to the amount of such gift which interest rate shall continue until this distribution is satisfied and which rate shall not compound.

(c) The sum of (a) and (b) above shall be distributed to the Settlor's daughter, **JULIA B. BROOKER** if she shall survive the Settlor.

(3) **Definition of Trust Estate.** As used in this Trust Agreement, the words "Trust Estate" shall mean the entire Trust Estate minus the specific distributions under this Article.

ARTICLE VI

Trust Estate to Settlor's Issue. Upon the death of the Settlor, the Trust Estate (which shall include any property which may be added from the Settlor's general estate) shall be held in trust or paid over and distributed to the Settlor's surviving children in equal shares, provided, however, the then living issue of a deceased child of the Settlor shall take per stirpes the share their parent would have taken had he or she survived the Settlor. Provided, further, that any share due the Settlor's son, Beachum O. Brooker, Jr., if he shall survive the Settlor and any share due the Settlor's daughter, Ellen B. Corontzes, if she shall survive the Settlor shall first be allocated to the lifetime generation skipping trusts created for such named children ("Beacham

O. Brooker, Jr. Family Trust dated May 12, 1997;" "Ellen B. Corontzes Family Trust dated May 12, 1997") but only to the extent that the Settlor's estate has available generation skipping tax exemption remaining to be allocated among such trusts. The Settlor intends that any available generation skipping tax exemption be allocated equally among the "Beacham O. Brooker, Jr. Family Trust dated May 12, 1997" and the "Ellen B. Corontzes Family Trust dated May 12, 1997."

ARTICLE VII

Trustee Succession, Trustee's Fees and Other Matters. The provisions for naming the Trustee, Trustee succession, Trustee's fees and other matters are set forth below:

(1) **Individual Trustees Succession.** If the individual Trustee should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, the remaining individual Trustee shall continue to serve without a successor or substitute.

(2) **Succession If Original Trustees Cannot Act.** If all the Settlor's original Trustees should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, then the successor or substitute Trustee who shall also serve without bond shall be the Settlor's daughter, **JULIA B. BROOKER.**

(3) **Final Succession If All Individual Trustees Cannot Act.** If all the Settlor's individual Trustees should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, then the successor or substitute Trustee who shall also serve without bond shall be the Settlor's daughter, **ELLEN B. CORONTZES.**

(4) **Fee Schedule for Individual Trustee.** For its services as Trustee, the individual Trustee shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

(5) **Delegation Among Trustees.** When there is more than one individual or entity serving as co-Trustees, then any Trustee may delegate to any other Trustee the power to exercise any or all of the powers granted to the Trustees in this Trust Agreement, including those powers, which are discretionary, to the extent allowed by law. Any delegating Trustee may revoke any such delegation with written notice to the other serving co-Trustees. The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing signed by the delegating co-Trustee. As long as any such delegation is in effect, any of the delegated powers may be exercised by the Trustee receiving such delegation with the same force and effect as if the delegating Trustee had personally joined in the exercise of such power. Provided, however, that if such Trustee, or co-Trustee, shall also be a current beneficiary and such delegation shall be deemed to create in that Trustee a right that shall be deemed to be a general power of appointment, then such individual Trustee shall not be vested with such right to delegate such power.

(6) **Limitations on Trustees.** No person who at any time is acting as Trustee hereunder shall have any power or obligation to participate in any discretionary authority which the Settlor has given to the Trustee to pay principal or income to such person, or for his or her benefit or in

relief of his or her legal obligations; provided, however, if an individual trustee (who is also a beneficiary) is the sole trustee or at any time is acting as the sole trustee, and such trustee has discretion to invade principal for himself or herself and such discretionary authority is limited by an ascertainable standard, then such trustee may invade principal (if limited by such standard) for himself or herself but not in relief of his or her legal obligations.

(7) **Trustee Accountings and Settlement.** The Trustee shall report on Trust activities and account to the beneficiaries, as follows:

(a) **Trustee Accountings.** If there are more than nominal assets in the Trust, the Trustee shall render an accounting of the Trust's receipts and disbursements and a statement of the assets and liability of the Trust at least annually to each current income beneficiary and all beneficiaries entitled by law to receive an accounting. The Trustee may, but shall not be required to, file such accountings with the Court having jurisdiction of the Trust. The Settlor specifically waives any requirement for formal or court approved accounting. If the Trustee provides an accounting to each current income beneficiary and all beneficiaries entitled by law and those beneficiaries do not notify the Trustee in writing of an objection to such accounting within ninety (90) days of the receipt of such accounting, then the accounting shall be deemed accepted and approved by such beneficiary.

(b) **Settlement of Trustee Accounting.** During the period of time that this Trust may be revoked by the Settlor, the Trustee may render an accounting of its administration of the Trust to the Settlor. The Settlor's written acceptance and approval of such accounting shall be binding upon all present and future Trust beneficiaries.

(c) **Settlement of Trustee Accounting by Beneficiaries.** The Trustee may at any time settle its account with respect to the Trust Estate, or any separate share of the Trust Estate, by a written agreement. The written agreement shall be between the Trustee and all appropriate living income beneficiaries and remainder beneficiaries for the Trust Estate, or separate Trust share as appropriate. If a beneficiary is either a minor or incompetent, then the guardian for such person may represent such individual. Such agreement shall bind all persons then or thereafter entitled to such share of the Trust Estate for which the Trustee and beneficiaries reached written agreement. Such agreement shall constitute a complete release and discharge of the Trustee for the acts of the Trustee covered in the accounting and the period covered by the agreement.

(d) **Settlement of Trustee Accounting Upon Termination of Trust.** Prior to either delivering the Trust Estate to a successor Trustee or making a complete distribution of all or a separate share of the Trust Estate, the Trustee shall prepare and deliver its accounting of the Trust or the applicable Trust share, as appropriate, to the appropriate beneficiaries. The Settlor and/or applicable beneficiaries may waive such requirements for such accounting.

ARTICLE VIII

Definition of Trustee. Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply

ROA 644

equally to the Trustee or Co-trustees named herein and to any successor or substitute Trustee or Co-trustee acting hereunder, and such successor or substitute Trustee or Co-trustee shall have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE IX

Powers for Trustee. The Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property, real or personal, at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:

(1) To collect trust property and accept or reject additions to the Trust Estate from a Settlor or any other person.

(2) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although such property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.

(3) To deposit trust money in accounts of all types, including margin accounts, in all types of regulated financial service institutions.

(4) To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, limited liability companies or similar entities, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

(5) To abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration.

(6) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or on credit, at public or private sale, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.

(7) To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

(8) To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

(9) To sell or exercise stock subscription or conversion rights.

(10) To refrain from voting or to vote shares of stock which are a part of the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.

(11) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

(12) To borrow money with or without security and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee.

(13) To pledge the Trust Estate and to cause this Trust to guarantee loans made by others to a beneficiary or any business owned by the Trust.

(14) To enter for any purpose into a lease as lessor or lessee, including a lease or other arrangement for exploration and removal of natural resources, with or without option to purchase or renew for a term within or extending beyond the term of the Trust.

(15) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate public or private easements to private or public use without consideration, including by way of example qualified conservation and façade easements.

(16) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

(17) To continue and operate any business or other enterprise owned by the Settlor at the Settlor's death, whether an interest in a proprietorship, partnership, limited liability company, business trust, corporation, or other form of business or enterprise, and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable by shareholders, members, or property owners, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to merge or otherwise change the form of business organization or contribute additional capital, close out, liquidate, or sell the business at such time and upon such terms as it shall deem best.

(18) To collect, receive, and receipt for rents, issues, profits, and income of the Trust Estate.

(19) To insure the assets of the Trust Estate against damage or loss and to insure the Trustee, the Trustee's agents, and beneficiaries against liability arising from the administration of the Trust.

(20) To select a mode of payment under any employee benefit or retirement plan, annuity, or life insurance payable to the Trustee, exercise rights thereunder, including exercise of the right to indemnification for expenses and against liabilities, and take appropriate action to collect the proceeds.

(21) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity.

(22) To compromise, adjust, arbitrate, sue on or defend, abandon or decline to administer property of no value or of insufficient value to justify its collection or continued administration, or otherwise deal with and settle claims in favor of or against the Trust Estate or to prosecute or defend an action, claim, or judicial proceeding in any jurisdiction to protect the Trust Estate and the Trustee in the performance of the Trustee's duties, as the Trustee shall deem best.

(23) To exercise elections with respect to federal, state, and local taxes.

(24) To employ and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, appraisers, and other assistants and advisors deemed by the Trustee needful for the proper administration of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care.

(25) To appoint a Trustee to act in another jurisdiction with respect to the Trust Estate located in the other jurisdiction, confer upon the appointed Trustee all of the powers and duties of the appointing Trustee, require that the appointed Trustee furnish security, and remove any Trustee so appointed.

(26) To determine what shall be fairly and equitably charged or credited to income and what to principal.

(27) To resolve a dispute concerning the interpretation of the Trust or its administration by mediation, arbitration, or other procedure for alternative dispute resolution.

(28) To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

(29) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries.

(30) In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement.

(31) To purchase property, real or personal, from the Settlor's general estate upon such terms and conditions as to price and terms of payment as the Settlor's personal representatives and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Settlor's personal representatives and the Trustee are the same shall in no way affect the validity of this provision.

(32) To lend funds to the Settlor's general estate or to a beneficiary upon such terms and conditions as to interest rates, maturities, and security as the Settlor's personal representatives and the Trustee shall consider to be fair and reasonable under the circumstances, the fact that they may be the same in no way affecting the validity of this provision.

(33) To receive property bequeathed, devised or donated to the Trustee by the Settlor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to Personal Representatives, donors, insurance companies and other parties adding property to the Trust Estate.

(34) To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably

determines that the administration as a single trust is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(35) To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(36) To divide property in any trust being held hereunder with an inclusion ratio, as defined in section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero, to create trusts to receive property with an inclusion ratio of either one or zero and if this cannot be done to refuse to accept property which does not have a matching inclusion ratio to the receiving trust's ratio, all as the Trustee in its sole discretion deems best.

(37) If the Trustee shall act as the Personal Representative of the Settlor's estate, to elect to allocate any portion or all the Settlor's generation-skipping transfer exemption provided for in Code section 2631 or under similar future legislation, in effect at the time of the Settlor's death, to any portion or all of any other trusts or bequests in the Settlor's Will or any other transfer in which the Settlor is the transferor for purposes of the generation-skipping tax. Generally, the Settlor anticipates that the Settlor's Personal Representative will elect to allocate this exemption first to direct skips as defined in Code section 2612, then in such other manner as the Trustee deems appropriate, unless it would be inadvisable based on all the circumstances at the time of making the allocation; and to make the special election under section 2652(a)(3) of the Code to the extent the Settlor's Personal Representative deems in the best interest of the Settlor's estate.

ARTICLE X

Provision for Trustee to Act as Trustee for Beneficiary Under Age Twenty-One. If any share hereunder becomes distributable to a beneficiary who has not attained the age of Twenty-one (21), such share shall immediately vest in the beneficiary, but notwithstanding the provisions herein, the Trustee shall retain possession of the share in trust for the beneficiary until the beneficiary attains the age of Twenty-one (21), using so much of the net income and principal of the share as the Trustee deems necessary to provide for the medical care, education, support and maintenance in reasonable comfort of the beneficiary, taking into consideration to the extent the Trustee deems advisable any other income or resources of the beneficiary or his or her parents known to the Trustee. Any income not so paid or applied shall be accumulated and added to principal. The beneficiary's share shall be paid over and distributed to the beneficiary upon attaining age Twenty-one (21), or if he or she shall sooner die, to his or her personal representatives. The Trustee shall have with respect to each share so retained all the powers and discretions it had with respect to the trusts created herein generally.

ARTICLE XI

Trustee's Discretion in Making Payments to a Person Under Age Twenty-One, Incompetent, or Incapacitated Person. In case the income or principal payment under any trust created hereunder or any share thereof shall become payable to a person under the age of Twenty-one (21), or to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the medical care, education, support and maintenance in reasonable comfort of the beneficiary; (4) by the Trustee using such amounts directly for the beneficiary's care, support and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act.

ARTICLE XII

Discretion in Trustee to Terminate Small Trust and Distribute to Income Beneficiary. If at any time any trust created hereunder has a fair market value as determined by the Trustee of Fifty Thousand ($50,000.00) Dollars or less, the Trustee, in its absolute discretion if it determines that it is uneconomical to continue such trust, may terminate such trust and distribute the trust property to the person or persons then entitled to receive or have the benefit of the income therefrom or the legal representative of such person. If there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

ARTICLE XIII

Definitions of Family. The following definitions shall be used to define the family:

(1) **Definition of Children.** For purposes of this Trust, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated. The terms "child," "children," "issue," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent. For purposes of this trust the anti-lapse shall not apply as the Settlor has named successor takers where it is the Settlor's intent so to do.

(2) **Inclusion of Adopted Children.** For purposes of this Trust, if a person, who at the time of such legal adoption proceeding is commenced is then under the age of twenty-one (21) years, has been adopted, that person shall be considered a child of such adopting parent and such adopted child and his or her issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents.

(3) **Definition of Per Stirpes.** The term "per stirpes" as used herein has the identical meaning as the term "taking by representation" as defined in the South Carolina Probate Code.

ARTICLE XIV

Definition of Words Relating to the Internal Revenue Code. As used herein, words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to the Settlor's estate. For purposes of this Trust Agreement, the Settlor's "available generation-skipping transfer exemption" means the generation-skipping transfer tax exemption provided in section 2631 of the Internal Revenue Code of 1986, as amended, in effect at the time of the Settlor's death reduced by the aggregate of (1) the amount, if any, of the Settlor's exemption allocated to lifetime transfers of the Settlor by the Settlor or by operation of law, and (2) the amount, if any, the Settlor has specifically allocated to other property of the Settlor's gross estate for federal estate tax purposes. For purposes of this Trust Agreement if at the time of the Settlor's death the Settlor has made gifts with an inclusion ratio of greater than zero for which the gift tax return due date has not expired (including extensions) and the Settlor has not yet filed a return, it shall be deemed that the Settlor's generation-skipping transfer exemption has been allocated to these transfers to the extent necessary (and possible) to exempt the transfer(s) from generation-skipping transfer tax. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of the Settlor's death.

ARTICLE XV

Simultaneous Death Provision Presuming Beneficiary Predeceases Settlor. If any beneficiary and the Settlor should die under such circumstances as would make it doubtful whether the beneficiary or the Settlor died first, then it shall be conclusively presumed for the purposes of this Trust that the beneficiary predeceased the Settlor.

ARTICLE XVI

State Law to Govern. This Trust Agreement and the trusts created hereby shall be construed, regulated and governed by and in accordance with the laws of the State of South Carolina.

ARTICLE XVII

Spendthrift Provision. Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the fiduciary hereunder, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

Testimonium Clause. IN WITNESS WHEREOF, the Settlor and the Trustee have executed this Trust Agreement.

WITNESSES:

JANET B. BROOKER

SETTLOR

BEACHAM O. BROOKER, JR. AND
JANET B. BROOKER

INDIVIDUAL TRUSTEE

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF RICHLAND)

Personally appeared the undersigned witness and made oath that she saw the within named Settlor and Trustee sign, seal and as their act and deed deliver the within Trust Agreement and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

Barbara Hammond

Sworn to before me this

16th day of October, 2007.

Notary Public for South Carolina

My Commission expires: 2/24/2013

SCHEDULE "A"

List of Assets

Janet B. Brooker
JANET B. BROOKER

SETTLOR

Janet B. Brooker
Beacham O. Brooker Jr.
BEACHAM O. BROOKER, JR. AND
JANET B. BROOKER

INDIVIDUAL TRUSTEE

ROA 654

To: Julia Brooker; David Siddons
Cc: Beach Brooker (b_brooker@bellsouth.net)
Subject: RE: Brooker Estate

Julie,

I am on my way out of town for a vacation and will not return until September 21st but wanted to respond to you prior to leaving. As to the house, can't we go ahead and close this transaction? I think the price has been agreed upon by the three of you. There are two primary benefits to getting this matter closed. First, if you intend to use this property as your primary residence, the Richland County real estate taxes are going to go down significantly. Second, Beach is concerned the insurance on the house is going to be cancelled due to the fact that the house is vacant. A third benefit is that it brings closure to this particular issue and moves us that further toward a settlement.

As to the Lockheed Martin dividends, such dividends are being deposited into two accounts at Stephens. One account is the estate account and the second account is a trust account. I believe you have those statements and it would be relatively easy to track the dividends. If you do not have all the statements you need since your Mom's death, please let me know.

I have given David a schedule of gifts from 2008 forward and I believe you have the statements documenting those gifts. If I am mistaken, please let me know and I will try to reconstruct such. As I remember there was maybe 1 year when you Mom's account was at Smith-Barney that we were unable to retrieve the statements. Smith Barney was purchased and the statements were just not available. Again, all of this is from my recollection and if I am not right, please let me know.

As to the gifts before 2008, about all I can offer is to go back through my files and reconstruct trusts created for grandchildren. This would, of course, be subject to Beach's approval. My question would be how far back do you want to go? From the birth of the oldest grandchild? I am confident that there may have been gifts before 2008 that did not come through my office and, of course, I would have no knowledge about such gifts. Whatever I come up with prior to 2008 will be obviously incomplete. We are at an impasse on the equalization of gifts prior to 2008 but we have made what I consider to be a careful search of gifts from and after 2008. I do not have a recommendation as to the gifts before 2008.

Thanks and I look forward to hearing from you or David.

Steve Johnson
Todd & Johnson, LLP
PO Box 11262

EXHIBIT NO. #13
WITNESS:
DATE
THOMPSON COURT REPORTING INC.

PETITIONER'S EXHIBIT
PENCAD-Bayonne, N.J.
Johnson
9/12/18

W. Steve Johnson

From: David Siddons <dstaxlaw@bellsouth.net>
Sent: Wednesday, February 24, 2016 3:13 PM
To: W. Steve Johnson
Subject: Re: Brooker

Thanks

David W. Siddons
246 Stoneridge Drive
Columbia, SC 29210
803-798-2878(o)
803-799-1812(f)
803-260-5654(c)
dstaxlaw@bellsouth.net

On Feb 24, 2016, at 2:33 PM, W. Steve Johnson <WSJ@toddandjohnson.com> wrote:

David,

Attached are the revised calculations for the equalization due Julie pursuant to her mother's trust. I have the brokerage statements from 2007 that support these calculations except for 2010 as such statement was not available from Smith Barney probably due to the purchase of such firm. I will give the statements to you and Julie tomorrow as it was a little too much to scan and email.

Thanks.

Steve Johnson
Todd & Johnson, LLP
PO Box 11262
Columbia, SC 29211
(803) 252-1500
wsj@toddandjohnson.com

EXHIBIT NO: #4
WITNESS:
DATE
THOMPSON COURT REPORTING INC.

<Gifts made during lifetime.2-23-16.xls>

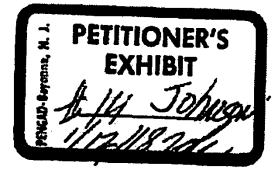
PETITIONER'S EXHIBIT #13 Johnson 1/12/18 mlh

Gifts made from 2007 through 2015

		Gifts	Interest	Total
09/26/07	$12,000 X 2	24,000.00		
Interest	Interest from 9/26/07 to 4/16/15		9,070.68	33,070.68
10/01/07	$60,000 X 4	240,000.00		
Interest	Interest from 10/1/07 to 4/16/15		90,542.47	330,542.47
01/09/08	$12,000 X 2	24,000.00		
Interest	Interest from 1/5/08 to 4/16/15		8,725.48	32,725.48
01/08/09	$13,000 X 6	78,000.00		
Interest	Interest from 1/5/09 to 4/16/15		24,457.81	102,457.81
01/05/10	$13,000 X 6	78,000.00		
Interest	Interest from 1/5/10 to 4/16/15		20,589.86	98,589.86
01/05/11	$13,000 X 6	78,000.00		
Interest	Interest from 1/5/11 to 4/16/15		16,689.86	94,689.86
01/05/12	$13,000 X 6	78,000.00		
Interest	Interest from 1/5/12 to 4/16/15		12,789.86	90,789.86
01/02/13	$14,000 X 6	84,000.00		
Interest	Interest from 1/2/13 to 4/16/15		9,596.71	93,596.71
01/02/14	$14,000 X 6	84,000.00		
Interest	Interest from 1/2/14 to 4/16/15		5,396.71	89,396.71
01/02/15	$14,000 X 6	84,000.00		
Interest	Interest from 1/2/15 to 4/16/15		1,196.71	85,196.71
	Total Gifts and Interest	**852,000.00**	**199,056.15**	**1,051,056.15**

Janet B. Brooker Estate

One half given is Ellen's family	**525,528.07**
One half given is Beach's family	**525,528.08**
Amount due to Julia to equalize	**525,528.08**



Gifts made from 2007 through 2015

	Gifts	Interest	Total

D EXHIBIT NO: #7
WITNESS:
DATE
THOMPSON COURT REPORTING INC.

Janet B. Brooker Lifetime Gifts to Grandchildren and Children's Spouses 2/7/2019

Beginning: 9/26/2007
Date of Death: 4/16/2015

Daily Interest 0.00 0.05

Date	Recipient and Description	Amount	Source	Amt for Equalization	No. Days to DOD	No. Days to 5/31/2016	No. Days to Current date	Interest	Total
9/26/2007	Beth Brooker Annual Exclusion, $12,000.00	12,000.00	Morgan Stanley	-	2759	3170	4152		-
9/26/2007	Dino Corontzes Annual Exclusion, $12,000.00	12,000.00	Morgan Stanley	12,000	2759	3170	4152	5,210.96	17,210.96
10/1/2007	Funding of Future Scholar 529 Plan (Arthur)	60,000.00	Morgan Stanley	60,000	2754	3165	4147	26,013.70	86,013.70
10/1/2007	Funding of Future Scholar 529 Plan (Beach)	60,000.00	Morgan Stanley	60,000	2754	3165	4147	26,013.70	86,013.70
10/1/2007	Funding of Future Scholar 529 Plan (Elizabeth)	60,000.00	Morgan Stanley	-	2754	3165	4147		-
10/1/2007	Funding of Future Scholar 529 Plan (Grace)	60,000.00	Morgan Stanley	-	2754	3165	4147		-
1/9/2008	Beth Brooker Annual Exclusion, $12,000.00	12,000.00	Morgan Stanley	-	2654	3065	4047		-
1/9/2008	Dino Corontzes Annual Exclusion, $12,000.00	12,000.00	Morgan Stanley	12,000	2654	3065	4047	5,038.36	17,038.36
2/27/2008	Hammond School deposit 1 child (Beach)	1,000.00	Morgan Stanley	-	2605	3016	3998		-
2/28/2008	Arthur B. Corontzes	190.00	Morgan Stanley	-	2604	3015	3997		-
3/11/2008	Hammond School deposit 2 children	2,000.00	Morgan Stanley	2,000	2592	3003	3985	1,091.78	3,091.78
5/1/2008	Arthur B. Corontzes birthday	118.00	First Community	-	2541	2952	3934		-
5/26/2008	Hammond School tuition 3 children (E,B&G)	38,250.00	Morgan Stanley	25,500	2516	2927	3909	13,654.73	39,154.73
6/15/2009	Hammond School tuition 1 child (Grace)	13,225.00	First Community		2131	2542	3524		-
7/13/2008	Beacham O. Corontzes birthday	115.00	Morgan Stanley	-	2468	2879	3861		-
12/31/2008	Arthur B. Corontzes Annual Exclusion $12,000	12,000.00	Sellars?	12,000	2297	2708	3690	4,451.51	16,451.51
12/31/2008	Beacham O. Corontzes Annual Exclusion $12,000	12,000.00	Sellars?	12,000	2297	2708	3690	4,451.51	16,451.51
12/31/2008	Beth Brooker Annual Exclusion, $12,000.00	12,000.00	Morgan Stanley	-	2297	2708	3690		-
12/31/2008	Dino Corontzes Annual Exclusion, $12,000.00	12,000.00	Morgan Stanley	12,000	2297	2708	3690	4,451.51	16,451.51
12/31/2008	Elizabeth Brooker Annual Exclusion $12,000	12,000.00	Sellars?	-	2297	2708	3690		-
12/31/2008	Grace Brooker Annual Exclusion $12,000	12,000.00	Sellars?	-	2297	2708	3690		-
1/6/2009	Beacham O. Corontzes	100.00	Morgan Stanley		2291	2702	3684		-
1/8/2009	Arthur B. Corontzes Annual Exclusion $12,774.60	12,774.60	Morgan Stanley	12,775	2289	2700	3682	4,724.85	17,499.45
1/8/2009	Beacham O. Corontzes Annual Exclusion $12,774.60	12,774.60	Morgan Stanley	12,775	2289	2700	3682	4,724.85	17,499.45
1/8/2009	Beth Brooker Annual Exclusion, $13,000.00	13,000.00	Morgan Stanley	13,000	2289	2700	3682	4,808.22	17,808.22
1/8/2009	Dino Corontzes Annual Exclusion, $13,000.00	13,000.00	Morgan Stanley	13,000	2289	2700	3682	4,808.22	17,808.22
1/8/2009	Elizabeth Brooker Annual Exclusion, $12774.60	12,774.60	Morgan Stanley	-	2289	2700	3682		-
1/8/2009	Grace Brooker Annual Exclusion, $12774.60	12,774.60	Morgan Stanley	-	2289	2700	3682		-
2/2/2009	Hammond School deposit 1 child (Beach)	1,000.00	Morgan Stanley	-	2264	2675	3657		-
3/14/2009	Hammond School deposit 2 children	2,000.00	Morgan Stanley	2,000	2224	2635	3617	990.96	2,990.96
4/9/2009	Arthur B. Corontzes birthday	119.00	First Community		2198	2609	3591		-
6/8/2009	Hammond School tuition 1 child (Beach)	13,225.00	Morgan Stanley	-	2138	2549	3531		-
6/15/2009	Hammond School tuition 1 child (Grace)	13,225.00	Morgan Stanley	13,225	2131		3524	6,384.23	19,609.23
6/13/2009	Hammond School tuition 1 child (Elizabeth)	13,403.00	First Community	13,403	2133	2544	3526	6,473.83	19,876.83
6/23/2009	Elizabeth Brooker birthday	118.00	First Community	-	2123	2534	3516		-
7/2/2009	Beacham O. Corontzes birthday	115.00	Morgan Stanley		2114	2525	3507		-
7/5/2009	Elizabeth Brooker	100.00	First Community	-	2111	2522	3504		-
7/24/2009	Grace Brooker birthday	116.00	First Community	-	2092	2503	3485		-
12/24/2009	Arthur B. Corontzes	200.00	First Community		1939	2350	3332		-
12/24/2009	Beacham O. Corontzes	200.00	First Community		1939	2350	3332		-
1/6/2010	Arthur B. Corontzes 607-81040-01	6,598.79	Morgan Stanley	6,599	1926	2337	3319	2,112.52	8,711.31

1/6/2010	Arthur B. Corontzes 607-81040-01	6,380.66	Morgan Stanley	6,381	1926	2337	3319	2,042.69	8,423.35
1/6/2010	Beacham O. Corontzes 607-81033-01	6,598.79	Morgan Stanley	6,599	1926	2337	3319	2,112.52	8,711.31
1/6/2010	Beacham O. Corontzes 607-81033-01	6,380.66	Morgan Stanley	6,381	1926	2337	3319	2,042.69	8,423.35
1/6/2010	Beth Brooker Annual Exclusion, $13,000.00	13,000.00	Morgan Stanley	-	1926	2337	3319		-
1/6/2010	Dino Corontzes Annual Exclusion, $13,000.00	13,000.00	Morgan Stanley	13,000	1926	2337	3319	4,161.78	17,161.78
1/6/2010	Elizabeth Brooker 607-81025-01	6,598.79	Morgan Stanley	-	1926	2337	3319		-
1/6/2010	Elizabeth Brooker 607-81025-01	6,380.66	Morgan Stanley	-	1926	2337	3319		-
1/6/2010	Grace Brooker 607-81032-01	6,598.79	Morgan Stanley	-	1926	2337	3319		-
1/6/2010	Grace Brooker 607-81032-01	6,380.66	Morgan Stanley	-	1926	2337	3319		-
1/20/2010	Hammond School deposit 1 child (Beach)	1,000.00	First Community	1,000	1912	2323	3305	452.74	1,452.74
3/2/2010	Hammond School deposit 1 child (Grace)	1,000.00	First Community	-	1871	2282	3264		-
4/12/2010	Arthur B. Corontzes	120.00	First Community		1830	2241	3223		-
5/24/2010	Hammond School tuition 2 children (Grace & Beach)	27,606.00	First Community	13,803	1788	2199	3181	6,014.70	19,817.70
7/5/2010	Beacham O. Corontzes birthday	117.00	First Community		1746	2157	3139		-
7/9/2010	Grace Brooker birthday	117.00	First Community	-	1742	2153	3135		-
1/5/2011	Arthur B. Corontzes 114517817	13,000.00	Stephens	13,000	1562	1973	2955	3,513.56	16,513.56
1/5/2011	Beacham O. Corontzes 138770708	13,000.00	Stephens	13,000	1562	1973	2955	3,513.56	16,513.56
1/5/2011	Beth Brooker Annual Exclusion, $13,000.00	13,000.00	Stephens	-	1562	1973	2955		-
1/5/2011	Dino Corontzes Annual Exclusion, $13,000.00	13,000.00	Stephens	13,000	1562	1973	2955	3,513.56	16,513.56
1/5/2011	Elizabeth Brooker Annual Exclusion	13,000.00	Stephens	-	1562	1973	2955		-
1/5/2011	Grace Brooker Annual Exclusion $13,000	13,000.00	Stephens	-	1562	1973	2955		-
4/7/2011	Hammond School deposit 1 child (Grace)	1,000.00	GWD	1,000	1470	1881	2863	392.19	1,392.19
5/9/2011	Arthur B. Corontzes birthday	121.00	GWD		1438	1849	2831		-
6/7/2011	Hammond School tuition 1 child (Grace)	15,245.00	GWD	15,245	1409	1820	2802	5,851.57	21,096.57
1/5/2012	Arthur B. Conrontzes 125 Sh JP Morgan Chase	4,460.00	Stephens	4,460	1197	1608	2590	982.42	5,442.42
1/5/2012	Arthur B. Corontzes 200 sh Intel	5,080.00	Stephens	5,080	1197	1608	2590	1,118.99	6,198.99
1/5/2012	Arthur B. Corontzes 75 sh Progress Energy	3,531.45	Stephens	3,531	1197	1608	2590	777.89	4,309.34
1/5/2012	Beacham O. Conrontzes 125 Sh JP Morgan Chase	4,460.00	Stephens	4,460	1197	1608	2590	982.42	5,442.42
1/5/2012	Beacham O. Corontzes 200 sh Intel	5,080.00	Stephens	5,080	1197	1608	2590	1,118.99	6,198.99
1/5/2012	Beacham O. Corontzes 75 sh Progress Energy	3,531.45	Stephens	3,531	1197	1608	2590	777.89	4,309.34
1/5/2012	Beacham O. Corontzes birthday	118.00	GWD		1197	1608	2590		-
1/5/2012	Beth Brooker Annual Exclusion, $13,000.00	13,000.00	Stephens	-	1197	1608	2590		-
1/5/2012	Dino Corontzes Annual Exclusion, $13,000.00	13,000.00	Stephens	13,000	1197	1608	2590	2,863.56	15,863.56
1/5/2012	Elizabeth Brooker 125 Sh JP Morgan Chase	4,460.00	Stephens	-	1197	1608	2590		-
1/5/2012	Elizabeth Brooker 200 sh Intel	5,080.00	Stephens	-	1197	1608	2590		-
1/5/2012	Elizabeth Brooker 75 sh Progress Energy	3,531.45	Stephens	-	1197	1608	2590		-
1/5/2012	Grace Brooker 125 Sh JP Morgan Chase	4,460.00	Stephens	-	1197	1608	2590		-
1/5/2012	Grace Brooker 200 sh Intel	5,080.00	Stephens	-	1197	1608	2590		-
1/5/2012	Grace Brooker 75 sh Progress Energy	3,531.45	Stephens	-	1197	1608	2590		-
1/2/2013	Arthur B. Corontzes Annual Exclusion $13,000 cash	13,000.00	Stephens	13,000	834	1245	2227	2,217.12	15,217.12
1/2/2013	Beacham O. Corontzes Annual Exclusion $13,000 cash	13,000.00	Stephens	13,000	834	1245	2227	2,217.12	15,217.12
1/2/2013	Beth Brooker Annual Exclusion, $13,000.00	13,000.00	Stephens	-	834	1245	2227		-
1/2/2013	Dino Corontzes Annual Exclusion, $13,000.00	13,000.00	Stephens	13,000	834	1245	2227	2,217.12	15,217.12
1/2/2013	Elizabeth Brooker Annual Exclusion $13,000 cash	13,000.00	Stephens	-	834	1245	2227		-
1/2/2013	Grace Brooker Annual Exclusion $13,000 cash	13,000.00	Stephens	-	834	1245	2227		-
2/8/2013	Arthur B. Corontzes $1,000 cash	1,000.00	Stephens	1,000	797	1208	2190	165.48	1,165.48
2/8/2013	Beacham O. Corontzes $1,000 cash	1,000.00	Stephens	1,000	797	1208	2190	165.48	1,165.48

2/8/2013	Elizabeth Brooker $1,000 cash	1,000.00	Stephens	-	797	1208	2190		-
2/8/2013	Grace Brooker $1,000 cash	1,000.00	Stephens	1,000	797	1208	2190	165.48	1,165.48
2/12/2013	Beth Brooker Annual Exclusion, $1,000	1,000.00	Stephens	-	793	1204	2186		-
2/12/2013	Dino Corontzes Annual Exclusion, $1,000	1,000.00	Stephens	-	793	1204	2186		-
1/3/2014	Arthur B. Corontzes Annual Exclusion $14,000 cash	14,000.00	Stephens	14,000	468	879	1861	1,685.75	15,685.75
1/3/2014	Beacham O. Corontzes Annual Exclusion $14,000 cash	14,000.00	Stephens	14,000	468	879	1861	1,685.75	15,685.75
1/3/2014	Beth Brooker Annual Exclusion $14,000 cash	14,000.00	Stephens	-	468	879	1861		-
1/3/2014	Dino Corontzes Annual Exclusion $14,000 cash	14,000.00	Stephens	14,000	468	879	1861	1,685.75	15,685.75
1/3/2014	Elizabeth Brooker Annual Exclusion $14,000 cash	14,000.00	Stephens	-	468	879	1861		-
1/3/2014	Grace Brooker Annual Exclusion $14,000 cash	14,000.00	Stephens	-	468	879	1861		-
1/2/2015	Arthur B. Corontzes Annual Exclusion $14,000 cash	14,000.00	Stephens	14,000	104	515	1497	987.67	14,987.67
1/2/2015	Beacham O. Corontzes Annual Exclusion $14,000 cash	14,000.00	Stephens	14,000	104	515	1497	987.67	14,987.67
1/2/2015	Beth Brooker Annual Exclusion $14,000 cash	14,000.00	Stephens	-	104	515	1497		-
1/2/2015	Dino Corontzes Annual Exclusion $14,000 cash	14,000.00	Stephens	14,000	104	515	1497	987.67	14,987.67
1/2/2015	Elizabeth Brooker Annual Exclusion $14,000 cash	14,000.00	Stephens	-	104	515	1497		-
1/2/2015	Grace Brooker Annual Exclusion $14,000 cash	14,000.00	Stephens	-	104	515	1497		-
Totals		1,068,565.00		561,827				182,807.23	744,634

RECEIVED
Oct 29 2021
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

R. Kirk Griffin, Circuit Court Judge

Appellate Case No. 2021-000330

Case No. 2019-CP-40-03582

Julia B. Brooker,…….Respondent

v.

Beacham O. Brooker, Jr., in his individual capacity as Trustee and individually as a Beneficiary of the Janet B. Brooker Trust, and Ellen B. Corontzes individually and as a Beneficiary of the Janet B. Brooker Trust,…….Appellants

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Amended Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

SOWELL & DuRANT, LLC

s/Bess J. DuRant
Thornwell F. Sowell, III (SC Bar No. 5197)
Bess J. DuRant (SC Bar No. 77920)
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Attorneys for Appellants

October 29, 2021