

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT

Civil Action No. 2010-CP-40-04900

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar; Tonya Brown; Venisha Brown Larry Brown; and Terry Brown

SETTLEMENT AGREEMENT AND  
RELEASE AS TO DEFENDANT  
ROBERT L. BUCHANAN, JR.

and

ALAN WILSON, in his capacity as Attorney General of the State of South Carolina; TOMMIE RAE BROWN, individually and on behalf of her minor child, JAMES BROWN II; DARYL J. BROWN, individually and on behalf of his minor child JANISE VANISHA BROWN; LINDSEY DELORES BROWN; DEANNA J. BROWN THOMAS; JASON BROWN-LEWIS; YAMMA N. BROWN, individually and on behalf of her minor children SYDNEY LUMAR and CARRINGTON LUMAR; TONYA BROWN; VENISHA BROWN; LARRY BROWN; and TERRY BROWN,

Plaintiff

v.

Adele J. Pope and Robert L. Buchanan,  
Jr.,

Defendants.

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into this 10<sup>th</sup> day of July, 2012, by and between the Plaintiffs identified below and the Defendant, Robert L. Buchanan, Jr., which shall resolve and forever end completely any and all claims and actions for the Plaintiffs against the Defendant Buchanan and any and all claims and actions of the Defendant Buchanan against Plaintiffs related to or arising out of 1) the Estate of James Brown, 2) the James Brown Irrevocable Trust and other trusts related to James Brown, and 3) any and all other litigation regarding the James Brown Estate and Trusts, including without limitation, Civil Action No. 2010-CP-40-4900. The parties to the Settlement Agreement are the Plaintiffs identified in the caption on page 1 of 9 of this document, the Defendant Robert L. Buchanan, Jr. and the James Brown Entities as defined below.

ICBW

AGREEMENT

The parties agree as follows:

1.0 Release and Dismissal

- 1.1 Buchanan, his personal representatives, executors, trustees, heirs, successors, and assigns agree to release and dismiss with prejudice his claims against Plaintiffs in all current litigation involving James Brown, any estate or trust related thereto, James Brown LLC, James Brown Enterprises, Inc., and/or any other entity relating to James Brown (James Brown Entities), and any beneficiary and/or party (including the settling parties) involved in any of such litigation and agrees to bring no future suits involving the James Brown Estate, the 2000 James Brown Irrevocable Trust, other Trusts, beneficiaries, and/or fiduciaries.
- 1.2 Plaintiffs, the James Brown Entities and their personal representatives, executors, trustees, heirs, successors, and assigns agree to release and dismiss with prejudice their claims against Buchanan in all current litigation involving James Brown, any estate or trust related thereto, and agree to bring no future suits against Buchanan involving the James Brown Estate, the 2000 James Brown Irrevocable Trust, other Trusts, beneficiaries, and/or fiduciaries, and any and all James Brown Entities.

- 1.3 Buchanan, his personal representatives, executors, trustees, heirs, and assigns, will never again serve or seek to or attempt to serve in any capacity, in any way, including but not limited to a fiduciary capacity and/or in a capacity as attorney and/or in a capacity as an advisor, or any other capacity, in any matter whatsoever related to or involving any James Brown Entities, James Brown, any estate or trust related thereto, and any beneficiary and/or party (including the settling parties) involved in any of such litigation.
- 1.4 Buchanan, his personal representatives, executors, trustees, heirs, successors, and assigns will not seek, directly, indirectly, or vicariously to attempt to or seek to intervene in any past, current, or future litigation involving James Brown, any estate or trust related thereto, and any beneficiary and/or party (including the settling parties) involved in any of such litigation.
- 1.5 Buchanan, his personal representatives, executors, trustees, heirs, successors, and assigns shall fully release and dismiss all claims against Plaintiffs, their agents, and/or assigns including any and all James Brown Entities. Plaintiffs and the James Brown Entities, their personal representatives, executors, trustees, heirs, successors, and assigns shall fully release and dismiss all claims against Buchanan, his agents, heirs and assigns.
- 1.6 Buchanan will reasonably cooperate with Plaintiffs in pursuing actions against former PR/Trustees Cannon, Dallas, and Bradley.
- 1.7 Buchanan will receive a payment of \$500,000.00 (five hundred thousand dollars) upon (1) the execution of this Receipt and Release, (2) the execution of a Satisfaction of Claim, a Renunciation of Personal Representative Fees, and a Renunciation of Trustee Fees (attached hereto as Exhibit A), (3) the execution of a Satisfaction of Claim and this document by The Hartford, and (4) the execution of a Release of All Claims by The Hartford against The Trust, Estate, James Brown Entities and Settling Parties (the Plaintiffs) (attached hereto as Exhibit B).
- 1.8 Plaintiffs' right to proceed against Adele Pope is expressly preserved and nothing in this Agreement prejudices that right. Nothing in this Agreement shall prejudice Adele Pope's right to proceed with her claims.
- 1.9 Buchanan may remain a party to the current appeal pending in the South Carolina Supreme Court until the court issues its initial opinion in the current appeal, and shall not take any further action in the matter at any time, including but not limited to participating as a party in any motion and/or any petition and/or any motion for reconsideration and/or rehearing in any court. In the event that Buchanan is placed back into a position of authority, he shall immediately withdraw from the same, including without limitation, making such filings with the appropriate court or authority to effectuate such withdrawal.

1.10 Buchanan agrees to take all actions necessary to permanently remove himself in any and all capacities from all matters relating in any way to James Brown, including without limitation those actions listed on Schedule 1 attached hereto.

## 2.0 Payments

In consideration of the release set forth herein, and subject to the conditions herein, including Paragraph 1.7 above, Plaintiff Russell Bauknight, as Trustee of the James Brown 2000 Irrevocable Trust, other trusts, and as Personal Representative of the Estate of James Brown, hereby agrees to pay on behalf of himself and the other Plaintiffs the sum of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars to Robert L. Buchanan, Jr. to settle any and all claims.

## 3.0 Representation of Comprehension of Document

In entering into this Settlement Agreement, Buchanan represents that he has relied upon the advice of Buchanan's attorneys, who are the attorneys of Buchanan's own choice, concerning the legal and income tax consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read, and explained to Buchanan by his attorneys; and the terms of the Settlement Agreement are fully understood and voluntarily accepted by Buchanan.

In entering into this Settlement Agreement, Plaintiffs represent that they have relied upon the advice of Plaintiffs' attorneys, who are the attorneys of Plaintiffs' own choice, concerning the legal and income tax consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read, and explained to Plaintiffs by their attorneys; and the terms of the Settlement Agreement are fully understood and voluntarily accepted by Plaintiffs.

## 4.0 Warranty of Capacity to Execute Agreement

4.1 Buchanan represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Buchanan has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that Buchanan has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

4.2 Plaintiffs and the James Brown Entities represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Plaintiffs and the James Brown Entities have the sole right and exclusive authority to execute this Settlement Agreement and to pay the sums specified in it; and that Plaintiffs and the James Brown Entities have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

## 5.0 Discharge

5.1 Buchanan agrees that Plaintiffs, their employees, agents, representatives, officers, directors, attorneys, insurers, carriers, sureties, reinsurers, subsidiaries, successors and assigns, affiliates, owners, partners, partnerships, members, principals, heirs, the James Brown Entities, and all those on whose behalf the payment is made and any other persons who could be responsible because of the actions on whose behalf the settlement proceeds are being paid, are hereby forever relieved and discharged from further liability and shall have no obligation or legal duty to see to the appropriate or proper distribution of the settlement proceeds. Buchanan agrees that Plaintiffs, their employees, agents, representatives, officers, directors, attorneys, insurers, carriers, sureties, reinsurers, subsidiaries, successors and assigns, affiliates, owners, partners, partnerships, members, principals, and heirs, and those on whose behalf the payment is being made, and all those who could be responsible for the actions of these persons, are fully and completely released and finally and forever discharged from any further responsibility in connection with this action or actions.

5.2 Plaintiffs and the James Brown Entities agree that Buchanan, his employees, agents, representatives, officers, directors, attorneys, insurers, carriers, sureties, reinsurers, subsidiaries, successors and assigns, affiliates, owners, partners, partnerships, members, principals, and heirs, are hereby forever relieved and discharged from further liability. Plaintiffs agree that Buchanan, his employees, agents, representatives, officers, directors, attorneys, insurers, carriers, sureties, reinsurers, subsidiaries, successors and assigns, affiliates, owners, partners, partnerships, members, principals, and heirs, are fully and completely released and finally and forever discharged from any further responsibility in connection with this action or actions.

*Plaintiffs*  
JMBW

## 6.0 Denial of Liability

In consideration of the above payment and release, Plaintiffs, the James Brown Entities and Buchanan agree this settlement is the compromise of a contested claim and payment made and settlement thereof is not to be construed as an admission of liability on the part of either Plaintiffs, the James Brown Entities or Buchanan. Plaintiffs and the James Brown Entities, their employees, agents, representatives, officers, directors, attorneys, insurers, carriers, sureties, reinsurers, subsidiaries, successors and assigns, affiliates, owners, partners, partnerships, members, principals, and heirs, deny any liability of any nature or kind to Buchanan. Likewise, Buchanan, his employees, agents, representatives, officers, directors, attorneys, insurers, carriers, sureties, reinsurers, subsidiaries, successors and assigns, affiliates, owners, partners, partnerships, members, principals, and heirs, deny any liability of any nature or kind to Plaintiffs and the James Brown Entities.

Further, the parties hereby agree that the settlement amount stated in Paragraph 2.0 establishes no precedential value for any person's claim for Personal Representative's and/or Trustee's fees, nor is the amount intended to make any conclusion concerning hours worked, matters worked upon, or any other issue by any person as Personal Representative or Trustee at any point in the history of the Estate or Trusts.

#### **7.0 Unknown and Unanticipated Damages**

Plaintiffs, the James Brown Entities and Buchanan further agree, that, as further consideration and inducement for this compromise settlement, the settlement shall apply to any unknown and unanticipated damages resulting from the above-described incident, as well as those now disclosed.

#### **8.0 Mistake**

Plaintiffs, the James Brown Entities and Buchanan further agree the consideration paid in this compromise and settlement is and shall be a complete bar to any subsequent action or proceeding to set aside or vacate this instrument because of a mistake in fact or otherwise.

#### **9.0 Governing Law**

This agreement shall in all respects be interpreted, construed, enforced and governed by the laws of the State of South Carolina.

#### **10.0 Additional Documents; Authority to Execute**

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

Plaintiffs and the James Brown Entities hereby authorize the law firm of Sweeny, Wingate & Barrow, P.A. to execute all such documents on their behalf. Buchanan hereby authorizes the law firm of Braithwaite, Farmer, Boni, and Timmerman, P.A. to execute all such documents on his behalf. The Hartford authorizes the law firm of Sowell, Gray, Stepp, and Laffitte, LLC to execute all such documents on its behalf. Each signatory law firm represents and warrants their authority to sign as such.

As identified in Paragraph 1.7, Buchanan agrees to sign all necessary probate court related documents at the time he signs this Agreement, including—without limitation—a satisfaction and release of claim, a renunciation of trustee fees, and a renunciation of personal representative fees, all in the form attached hereto as Exhibit A. Further The Hartford agrees to sign a Satisfaction of Claim and a Release of All Claims by The Hartford against The Trust, Estate, and Settling Parties (the Plaintiffs) in the form attached hereto as Exhibit B at the time it signs this document.

#### **11.0 Entire Agreement and Successors in Interest**

This Settlement Agreement contains the entire agreement between Plaintiffs, the James Brown Entities and Buchanan with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

**12.0 Effectiveness**

This Settlement Agreement shall become effective immediately upon execution of the documents listed in Paragraph 1.7.

**13.0 Duplicates/Counterparts**

This Settlement Agreement and Exhibits may be executed in duplicate. Each duplicate is subject to Paragraph 10 hereinabove. When released, each duplicate shall be deemed an original.

IN WITNESS WHEREOF, We have hereunto set our hand and seal at the County of Richland, State of \_\_\_\_\_, this 10<sup>th</sup> day of July, 2012.

*KBCU*

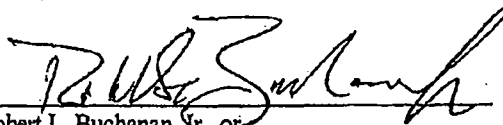
**PLAINTIFFS:**



Sweeny Wingate and Barrow, PA  
Kenneth B. Wingate, Esq.  
Mark V. Gende, Esq.  
Aaron J. Hayes, Esq.  
Attorneys for Plaintiffs

Date: July 10, 2012

**DEFENDANT:**



Robert L. Buchanan, Jr. of  
Robin A. Braithwaite, as Attorney for Robert L.  
Buchanan

Date: July 10, 2012

#### SCHEDULE 1

1. Buchanan agrees that his pending counterclaims in *Forlando J. Brown v. Adele J. Pope and Robert J. Buchanan*, Civil Action No.: 3:08-CV-00014-WOB, are sought in his individual capacity and said claims, defenses, and request for fees, which he will continue to pursue, are directed against Forlando J. Brown and will not be asserted against the James Brown Estate, the James Brown Trusts, any James Brown Entity, the Settling Parties, and/ or any agent related thereto in any way, and that Buchanan, nor his agents, insurance carriers, and/ or assigns, seek no recovery from the James Brown Trusts, the James Brown Estate, the Settling Parties, through that action or any other action;
2. Buchanan will dismiss the declaratory judgment action filed against the Plaintiffs in May 2012 in Aiken County, South Carolina;
3. Buchanan, Hartford, and their Attorneys will not pursue claims, attorney's fees, PR Commissions or Trustee fees against the James Brown Estate, the James Brown Trusts, the James Brown Entities, the Settling Parties, and/or any agent related thereto in any way.
4. Except as provided in paragraph 1 above and in paragraph 5 below of Schedule 1, to the extent that Buchanan is involved in any other action concerning James Brown, Buchanan will withdraw his claims and dismiss the same with prejudice.
5. Buchanan is not prohibited from pursuing his current counter-claims against the Cincinnati Insurance Company in the declaratory judgment matter pending in the United States District Court, District of South Carolina. Such claims will not be asserted against the James Brown Estate, the James Brown Trusts, the James Brown Entities, the Settling Parties, and/or any agent related thereto in any way.

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT

Civil Action No. 2010-CP-40-04900

RUSSELL L. BAUKNIGHT, as Trustee of the James Brown 2000 Irrevocable Trust and the James Brown Legacy Trust, as Personal Representative of the Estate of James Brown, and on behalf Alan Wilson, in his capacity as Attorney General of the State of South Carolina; Tommie Rae Brown, individually and on behalf of her minor child, James Brown II; Daryl J. Brown, individually and on behalf of his minor child Janise Vanisha Brown; Lindsey Delores Brown; Deanna J. Brown Thomas; Jason Brown-Lewis; Yamma N. Brown, individually and on behalf of her minor children Sydney Lumar and Carrington Lumar; Tonya Brown; Venisha Brown Larry Brown; and Terry Brown

and

ALAN WILSON, in his capacity as Attorney General of the State of South Carolina; TOMMIE RAE BROWN, individually and on behalf of her minor child, JAMES BROWN II; DARYL J. BROWN, individually and on behalf of his minor child JANISE VANISHA BROWN; LINDSEY DELORES BROWN; DEANNA J. BROWN THOMAS; JASON BROWN-LEWIS; YAMMA N. BROWN, individually and on behalf of her minor children SYDNEY LUMAR and CARRINGTON LUMAR; TONYA BROWN; VENISHA BROWN; LARRY BROWN; and TERRY BROWN,

Plaintiff

v.

Adele J. Pope and Robert L. Buchanan,  
Jr.,

Defendants

ORDER OF DISMISSAL

JEANETTE W. McBRIDE  
C.C.P. & G.S.

2012 JUL 13 AM 11:19

RICHLAND COUNTY  
FILED

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**ORDER of DISMISSAL**

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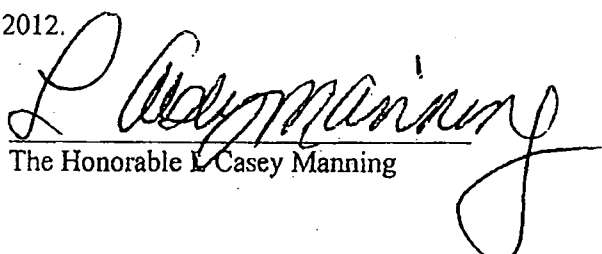
1. This Court is informed that Plaintiffs and Defendant Robert L. Buchanan, Jr., have reached a final settlement in this matter that resolves all claims between them;

2. The above-styled causes of action as well as any claim, cross claim, or counterclaim between the Plaintiffs and Defendant Buchanan are hereby dismissed with prejudice, waiving all rights of appeal;

3. Each party shall pay its own court costs and expenses associated with the above-referenced litigation.

NOW, THEREFORE, in consideration of the above and with the consent of Plaintiffs and Defendant Buchanan, this matter is dismissed with prejudice.

SO ORDERED, this, the 13 day of July, 2012.

  
The Honorable L Casey Manning

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF AIKEN )  
 )  
IN THE MATTER OF: JAMES BROWN )  
 )

IN THE PROBATE COURT  
RENUNCIATION OF FEES

CASE NUMBER: 2007 ES02 00056

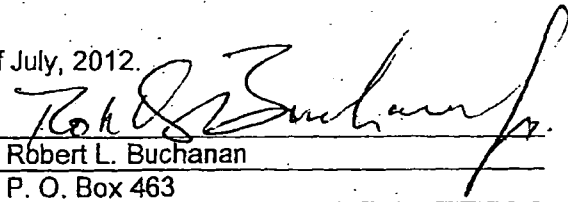
The undersigned hereby renounces any and all right to compensation and or commissions for serving as Personal Representative as follows:

all

as specified below:

Any additional compensation beyond the \$153,739.98 amount previously paid for services as Special Administrator.

Executed this 10<sup>th</sup> day of July, 2012.

Signature:   
Name: Robert L. Buchanan  
Address: P. O. Box 463

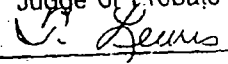
Aiken, SC 29802  
Telephone O): 803-649-2586  
(H): \_\_\_\_\_

Attorney: Robin A. Braithwaite, Esquire  
Address: 759 Richland Ave., West

Aiken, SC 29802-0324  
Telephone: 803-649-4144

Filed: 07-13-2012

Sue H. Roe  
Judge of Probate

By: 

STATE OF SOUTH CAROLINA

PROBATE COURT

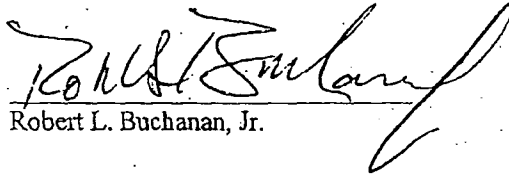
COUNTY OF AIKEN

IN THE MATTER OF JAMES BROWN

CASE NUMBER 2007 ES02 00056

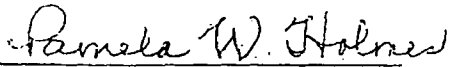
SATISFACTION OF CLAIM

I, Robert L. Buchanan, Jr. hereby certify that my claim for Personal Representative/Trustee commissions and fees, Special Administrator commission and fees, my individual attorney's fees and any and all other amounts, whether determined or undetermined, in their entirety, as encompassed in the claim filed by me in the matter, are satisfied.

  
Robert L. Buchanan, Jr.

SWORN and subscribed to before me  
this 10<sup>th</sup> day of May, 2012

July



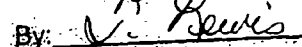
Notary Public for South Carolina

My Commission Expires: 02-07-2022

Filed: 07-13-2012

Sue H. Roe

Judge of Probate

By: 

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF AIKEN

IN THE MATTER OF JAMES BROWN

CASE NUMBER 2007 ES02 00056

**SATISFACTION OF CLAIM**

The undersigned representative of Hartford Casualty Company hereby certifies that its claim in the original amount of \$270,567.02 plus contingent future fees and expenses filed and dated September 25, 2009, and any and all other amounts, whether determined or undetermined, in their entirety, as referenced in the claim filed on Hartford Casualty Company's behalf in this matter, has been fully satisfied

I further certify that I have the authority to execute this document on behalf of Hartford Casualty Company.



Philip J. Tellerie  
Hartford Casualty Company  
By: Philip J. Tellerie  
Its: SENIOR CLAIMS CONSULTANT

SWORN and subscribed to before me  
this 9<sup>th</sup> day of July, 2012

Jennifer Lesue  
Notary Public for South Carolina ~~Connecticut~~  
My Commission Expires: 1/31/2014

Filed: \_\_\_\_\_  
Sue H. Roe  
Judge of Probate  
By: \_\_\_\_\_

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF AIKEN

IN THE MATTER OF JAMES BROWN

CASE NUMBER 2007 ES02 00056

RELEASE

The undersigned hereby acknowledges receipt of the following property from the Personal Representative in this matter:

In consideration of the Settlement Agreement and Release as to Defendant Robert L. Buchanan, Jr. (in Civil Action 2010-CP-40-04900), the undersigned hereby releases and forever discharges the Personal Representative, the Estate, Trust(s), and the case 4900 plaintiffs, from any and all rights and claims, which the undersigned may have against the Personal Representative, the Estate, Trust(s), and the case 4900 plaintiffs, and Waives any further interests in this matter, whether in this case number or any other case number. This Release does not affect The Hartford's right to proceed against Forlando Brown individually in any matter.

I further certify that I have the authority to execute this document on behalf of Hartford Casualty Company.

Executed this 9th day of JULY, 2012.

HARTFORD CASUALTY INSURANCE CO.

By: Philip J. Tellew

Its: SENIOR CLAIMS CONSULTANT

Filed: 07-13-2012

Sue H. Roe

Judge of Probate

By: S. Dewos

STATE OF SOUTH CAROLINA )

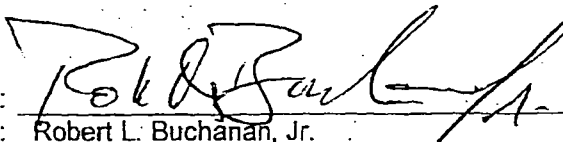
COUNTY OF AIKEN )

IN THE MATTER OF: TRUSTS OF JAMES BROWN )

RENUNCIATION OF FEES

The undersigned hereby renounces any and all trustee fees, commissions or other compensation for any trust formed by James Brown, including but not limited to, the Irrevocable Trust Agreement of James Brown dated August 1, 2000, The Brown Family Educational Trust, and The James Brown "I Feel Good" Trust.

Executed this 10<sup>th</sup> day of July, 2012.

Signature: 

Name: Robert L. Buchanan, Jr.

Address: P. O. Box 463

Aiken, SC 29802

Telephone O): 803-649-2586

(H):

Attorney: Robin A. Braithwaite, Esquire

Address: 759 Richland Ave., West

Aiken, SC 29802-0324

Telephone: 803-649-4144

Filed: 07-13-2012

Sue H. Roe

Judge of Probate

By: 

Page 1 of 1