

THE STATE OF SOUTH CAROLINA
IN THE Supreme COURT

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APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Doyet A Early, III, Circuit Court Judge
Case No 2008-CP-2-1647

S.C. Supreme Court

Alan Wilson, in his capacity as Attorney General of the State of South Carolina, Daryl J Brown, on behalf of his minor children, Lindsey B and Janise B , Deanna J Brown Thomas, on behalf of her minor child, Jason L , Yamma N Brown, on behalf of her minor children, Sydney L , Carrington L , and Tonya B , Vanisha Brown, Larry Brown, Tommie Rae Hynie Brown, and James B , through his Guardian ad Litem, Respondents,

v

Albert H Dallas, Alfred A Bradley, and David G Cannon, Individually and as (purported) Trustees of the James Brown 2000 Irrevocable Trust, Adele J Pope and Robert L Buchanan, Jr , Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust, Terry Brown, Romunzo Brown, Forlando Brown, Cinnamon N M Paris, LaRhonda Petitt, Jeanette Mitchell, and Russell L Bauknight, as Special Administrator and Special Trustee for The Estate of James Brown and The James Brown 2000 Irrevocable Trust,

of whom Robert L Buchanan, Jr , and Adele J Pope, as Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust are, Appellants,

and Albert H Dallas, Alfred A Bradley, and David G Cannon, Individually and as (purported) Trustees of the James Brown 2000 Irrevocable Trust, Terry Brown, Romunzo Brown, Forlando Brown, Cinnamon N M Paris, LaRhonda Petitt, Jeanette Mitchell, and Russell L Bauknight, as Special Administrator and Special Trustee for The Estate of James Brown and The James Brown 2000 Irrevocable Trust are Respondents

In re The Estate of James Brown and The James Brown 2000 Irrevocable Trust u/a/d August 1, 2000

RECORD ON APPEAL
Volume VI
(Pages 2308-2776)

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Superman's Latest Episode:



The Rights of Authors and their Families to Terminate a Copyright Grant and Recapture the Copyright

by Peter Afraslabi

Authors and their families possess a certain right under the Copyright Act the right to terminate a previous assignment of copyright regardless of the consideration paid for the assignment and thereby recapture the copyright of their work was not a work for hire. Because of the assignments in intellectual property is often assumed to be forever by the author or his family and he is not subject to this potentially valuable recapture right he exercised properly. Noting the complexities of the copyright laws is thus critical. The recent *Supernin* decision highlights these issues.

The Copyright Act

A crucial date in the copyright world is January 1, 1978. That is the date the 1909 Copyright Act was amended in significant ways. Under the 1909 Act a copyright lasted for 28 years from publication and there was a renewal right for another 28 years. For example, the creators of *Supernin* assigned all their rights to *Supernin* in 1955. They saw a copyright bought in 1936 that 28 years later they could terminate and recapture the copyright for the subsequent 28 years. In 1966, by amendment, the law was changed to 28 years from publication. In 1978, the Copyright Act was amended to allow an author to assign the renewal term rights (see *17 U.S.C. § 101*). But in 1995, the Supreme Court held that an initial assignment included the future 28-year period, a violation and no renewal right remained for the author. (See *Fred Fisher Music Co. v. MCA*).

Withmark & Son, 315 U.S. 645, 650 (1943)). Hence, in 1966 when the *Supernin* renewal would otherwise have been subject to renegotiation, the creators of *Supernin* were not able to renegotiate.

Eventually Congress addressed this situation as well as other important wrinkles in copyright law. Specifically, in the Copyright Act of 1976, which went into effect on January 1, 1978, Congress made clear that an initial grant could not extend the renewal period. Any contract to the contrary is void. Congress also addressed the complexities that existed in the 1909 Act in terms of assignment when a copyright is sold and bought. The United States is one of the few countries in the world that provide that if the copyright is a derivative work of an original work fixed in any tangible medium of expression, the copyright in the derivative work shall not extend beyond the term of protection of the original work. (17 U.S.C. § 102(d)). Congress also extended the copyright duration for 1909 Act works from 28 years

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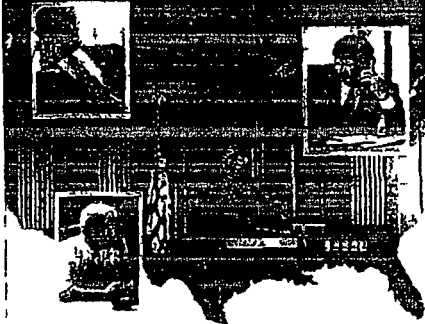
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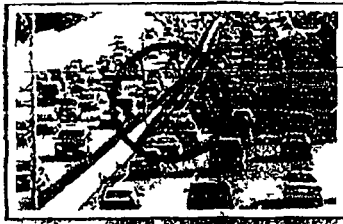


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2010 Copyright Extension Act (17 USC § 1205-17) and the Copyright Act of 1908 (17 USC § 201-215) extended it another 20 years such that for works created before 1975 a possible term of 95 years exists (17 USC § 304(a)&(b)). The 1998 congressional grant of an additional 20 year term occurred not coincidentally six years before Disney's Mickey Mouse was slated to enter the public domain. For work created after 1978 a copyright lasts for the life of the author plus 70 years which in terms of duration was identical departing from the 1909 Act (17 USC §

201(a)).

Relevant to our interests is the termination of prior copyright assignments (including created) right to recapture the copyright. The author or his family so long as the original creation was not a work for hire (17 USC § 304) however this right to terminate recapture is different depending upon whether the work was created before January 1 1978 or after.

For works created before January 1 1978 (1909 Act works) this right to terminate a prior grant of a copyright springs on life 56 years after the work is originally created (17 USC



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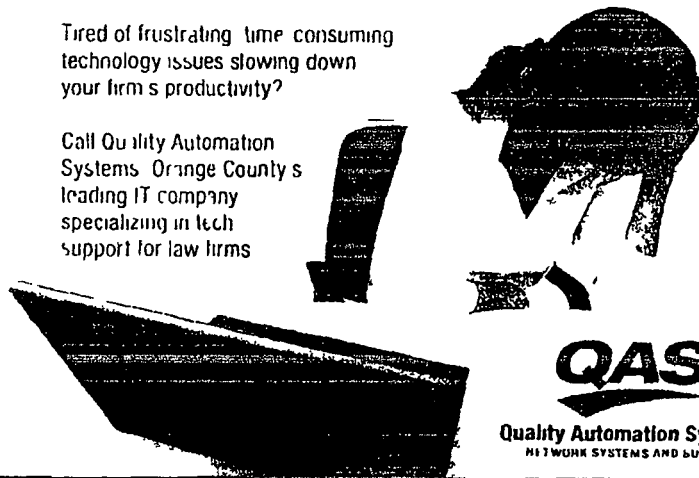
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§ 30(c)(1) other words the author and his heirs, or a terminable prior assignment and section thereafter the additional 39 year renewal term (19 years under the 1976 Act and 20 years under the 1998 Act) and in certain circumstances the second 39 year renewal term of the 1909 Act worked as a first term. The line of authority that the transferee should not get the windfall of the additional term given by the 1976 and 1998 Acts. Crucially, however, the copyright owner or his or heirs or estate must exercise that termination right during a five year window between the 50th and 61st years (17 U.S.C. § 304(c)(1)). Notice of the intent to terminate may be given as early as the end of the 40th year (17 U.S.C. § 304(c)(3)). There are unique and complicated procedural notice requirements for any termination notice (17 U.S.C. § 304(c)(1)). So complicated and bureaucratic byzantine are these requirements that leading copyright commentators have characterized a successful termination of a copyright as tantamount to accomplished almost all odds (*Author of Copyright* § 7 (2007)).

The bottom line in this scenario is as follows for 1909 Act works: an author or his family

could potentially recapture the 19 year extension granted in the Copyright Act of 1976 plus the additional 20 years granted in the Sonny Bono Copyright Extension Act of 1998 for a total of 39 additional years (and in certain cases the second 39 year term). And it gets better for the author or his or her family: if they missed the termination trigger that should have been effected to recapture the original 19 year extension, there is a statutory second bite at the apple that allows them to recapture the last 20 years of the term that was added in 1998 (17 U.S.C. § 304(d)).

For works (that are not works for hire) created after January 1, 1978, the termination right springs to life for a 5 year window 35 years after the grant of a copyright as it were (17 U.S.C. § 201). Here too, notice of the intent to terminate a copyright grant may be made between two and ten years before the 35th year. And here again, the right to terminate cannot be assigned away (17 U.S.C. § 203(c)(5)). But, for example, if Madonna assigned her copyrights to the original music label who recorded her first album in 1982, then Madonna may recapture those copyrights in 2017 and may give notice of her intent to do so as early as 2007. Of course, this assumes Madonna's works were not works for

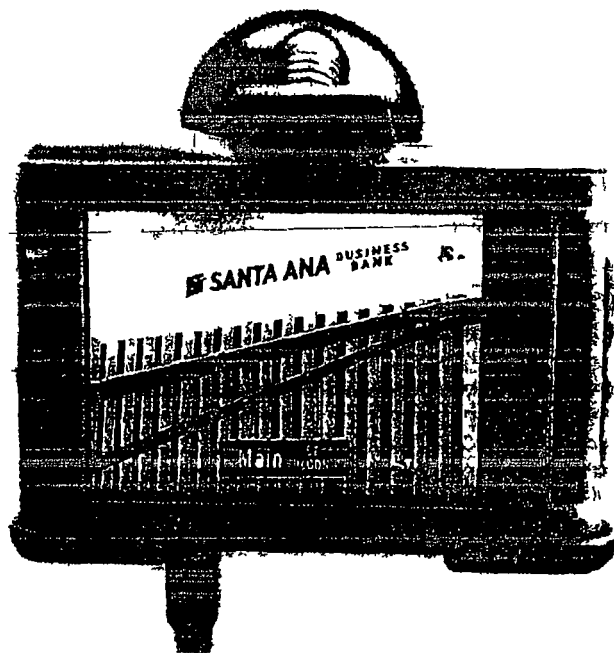
hire and for assumption and a significant point of litigation in the future between artists and record labels). Madonna will then own those copyrights for the duration of her life and her heirs will have them for another 70 years. One only has to think of the catalogue of music created in the late 1970's and early 1980's to realize that we are on the verge of a massive potential reshuffling of copyright ownership in music done. Music of sound recordings are subject to a different scheme if created before January 1, 1978. Specifically the 1909 Act did not recognize sound recordings as copyrightable subject matter until an amendment in 1972. Thus pre-1972 sound recordings—such as the Beatles—did not have copyright protection under whatever federal patchwork of state copyright laws exist (17 U.S.C. § 101(c)). So no recordings created between 1972 and 1978 are subject to the initial 28 year term and the 67 year renewal term (28+19+0).

For works created both before 1978 and after any derivative works created by the grantee assignee before termination is not subject to termination and the grantee assignee may continue to exploit them. However, once termination occurs, no new derivative works may

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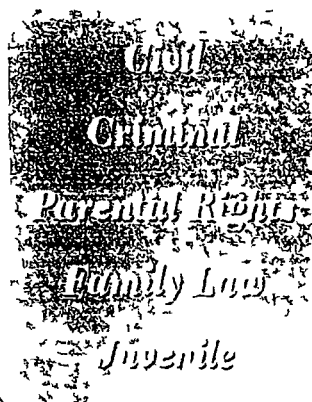
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The Superman Case

A recent case arising under the Copyright Act 17 USC § 101 (1) & 304 (16) (1) is an incredible example of the power of the right. In 1938 Jerome Siegel and Joseph Shuster came up with the idea for a comic book superhero. They shopped the idea around but had little success at first. Eventually they landed a deal and a comic book company picked up the idea of a superhero and his alter ego. They called the character Superman. And they sold their right to Superman for \$100.00 each to Detective Comics in 1938. The value of Superman was not only increased by his popularity in the hundreds of millions of dollars of profit. As it turned out, both Mr. Siegel and Mr. Shuster attempted to secure economic recovery in 1966 (28 years after their assignment) claiming the intellectual rights to a character created by the intervening *Ford v. Ford* case. And it turned out to be a case where Joseph Shuster and his heirs were not permitted. After the New York Times story detailing how the creators of Superman are living in near destitute conditions. Warner Brothers (who by then owned the rights to Superman) agreed to provide a modest lifetime pension to Siegel and Shuster. Jerome Siegel died in 1996 (*Siegel v. Warner Bros.* 542 F. Supp. 2d 1095 1110 14 (C.D. Cal. 2008)).

Mr. Siegel's heirs decided to exercise their termination reversion right and in 1997 (between the end of the 36th and 61st year since the 1938 original copyrighting) sent a termination notice to Warner Brothers seeking to terminate the 1938 agreement under which rights to Superman were passed. After navigating the complicated maze of procedural notice requirements the Siegel heirs initiated suit to terminate the 1938 grant of the copyright to Warner Brothers secure the remainder of the copyright term to themselves and secure an accounting of profits attributable to the Superman copyrights. After years of litigation, whether they terminated properly (among other issues) they recently received a summary judgment victory from the United States District Court for the Central District of California. The Court held that Mr. Siegel's heirs had terminated properly and therefore regained the Superman copyright.

could be asserted by 70 years post-
1958 (*Siegel*, 54 F.Supp.2d at 1145).

The Court then ruled that certain
Superman intellectual property was outside
the reach of the termination notice given the
notice's failure to specify any of the
copyrightable material under the Copyright
Act the termination notice must specify in the
five-termination date notice is the 1997 ter-
mination notices specified the termination date
as 1/16/99, a full 61 years after the initial
grant. The Court then must go back 61 years
from date (10-4-1935) and any material copy-
right that existed before 1935 is unaffected by
the termination law, but it only applies to
material that passed to the SS. Thus, in the
Justice Watch book, the material pub-
lished in some magazines and book con-
taining details of the comic book release
comic book. Accordingly, the copyright copy-
right that material is affected by the termi-
nation and Warner Brothers owns their copy-
right in that material. As it turns out, that
1935 notice of termination contained essen-
tially none of the familiar story elements of
Superman, the character elements has alter ego

Superman, origin history, even his name
— instead only a picture of a person holding a
car, not in some sort of costume (without the
familiar blue, red and yellow colors) that does
not even contain an identifiable S on the
chest according to the circuit court. (*Siegel*,
542 F.Supp.2d at 1125). As the district court
put it, defendants may continue to exploit the
image of a person with extraordinary strength
who wears a black and white kilt and cape.
(*Id.* at 1126). But assuming to change on
appeal the Supreme in that republic is fund-
ed with new notions to the Siegel. The Shuster
heirs have a similar termination proceeding in
its process.

The William Saroyan 'Cave Dwellers' Case

We often suppose that familiarity with
copyright law is that this Supreme right may
belong to the widow, children or grandchildren
of an author, even if the copyrighted property was
otherwise properly bequeathed by the author
under state law to third parties. An the major-
ity of the Justices this position.

In *Saroyan v. William Saroyan
Foundation* (675 F.Supp. 845 (SDNY 1987)),
the children of the playwright William Saroyan

sought to reacquire the copyright to one Pulitzer
Prize winning father's famous play *The Cave
Dwellers*. William Saroyan wrote and copyrighted
The Cave Dwellers in 1938 and he died in 1981.
In his Will he left all his copyrights to the William
Saroyan Foundation. In 1984, the executor of
the initial 28 year term his children sought to
renew the copyright in their name. The
Foundation disputed the children's right to renew
given the bequest to the Foundation of the renew-
al term. But the court held that the copyright Act
is clear that the renewal term belongs to the
widow, children or grandchildren of the author dies
during the initial term. (*Id.* at 843). As a result
the renewal right is not part of William
Saroyan's estate such that traditional state law
testate principles could control the *Cave
Dwellers* Foundation's claim. The Supreme's
about state law probable cause will be on appeal
of the federal Copyright Act's definition of the

Conclusion

The termination reapture right statutes
for authors and their families is immensely valu-
able. Important historical information re capture
right is not just limited to high profile copyrights
like Superman. Many people have secured ap-



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rights in a multitude of works - from musical compositions to lyrics, from computer source code to plays to short stories to audio-visual works and art - all of which may have some significant value to the creator or his or her family. For practitioners these issues have obvious and significant ramifications, especially estates and trusts lawyers who are often on the front lines of dealing with the inter-generational passing of assets or who may be representing the children of those who created valuable copyrighted materials. Asking the right copyright questions to insure legal rights are not lost is critical. As for

Superman, there seems no doubt that he'll fly again, and it seems pretty clear that Jerome Siegel's family will earn more than \$130,000 between now and 2043 when Superman enters the public domain.



Peter Aphasabi is a partner at Turner Green Aphasabi & Aledge LLP, a business and intellectual property trial and appellate litigation boutique (www.turnergreen.com). He is also an adjunct Professor of law at Chapman University School of Law where he teaches a federal appellate clinic.



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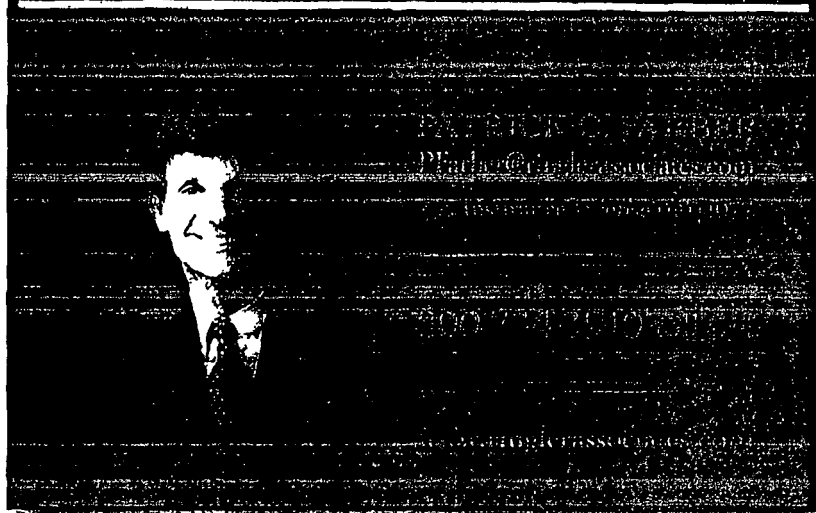


EXHIBIT E

WATKINS LOURIE ROLL & CHANCE LLP

ATTORNEYS AT LAW
TOWER PLACE 200
SUITE 1050
3348 PEACHTREE ROAD N E
ATLANTA GEORGIA 30326
(404) 760 7400

JOSIEPH W. WATKINS
LANCE D. LOURIE
ROBERT D. ROLL
STEPHEN R. CHANCE

TELECOPIER (404) 760 7409

October 16 2003

VIA FEDERAL EXPRESS

Office of the Clerk of Court, Civil Division
The United States District Court
Northern District, Atlanta Division
2211 United States Courthouse
75 Spring Street S W
Atlanta, Georgia 30303 3361

Re *Deanna Yamma Publishing Company Inc v James Brown et al*,
United States District Court, Civil Action File No 1 02 -CV-2353-HTW

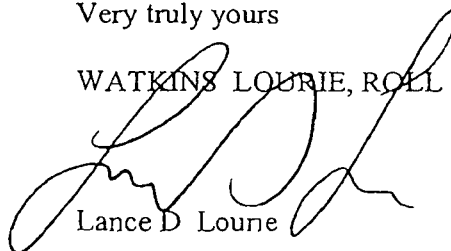
Dear Sir or Madam

Enclosed please find the original and two (2) copies of *Consent Motion for Extension of Discovery* and the proposed Consent Order Extending Discovery. Please file the original and one of the copies, and mark the additional copy with the Court's stamp of filing and return it to us. A self-addressed, stamped envelope is also enclosed. Also, please forward the proposed Consent Order Extending Discovery to the Honorable Horace T. Ward, Judge.

Thank you very much for your time and assistance.

Very truly yours

WATKINS LOURIE, ROLL & CHANCE LLP



Lance D. Lourie

LDL/ab
Enclosures
cc Leron E. Rogers Esq (w/ enclosures)

LAW OFFICES OF
LEON FRIEDMAN
148 EAST 78 " STREET
NEW YORK NY 10021
—
TELEPHONE (212) 737 0400
FACSIMILE
(212) 861 9015 / (212) 968 6192

October 27, 2003

Ernst & Young
Attn Leslie DeHoff
2049 Century Park East, Suite 1800
Los Angeles, Cahf 90067

Dear Ms DeHoff,

This is in response to Jennifer Granat's letter of September 10, 2003 requesting information about pending litigation involving Warner/Chappell Music Inc

The Company is the defendant in one law suit, a contract and breach of trust claim pending in federal court in Atlanta concerning James Brown, the famous musical entertainer who is being sued by his daughters for alleged royalties due him Warner/Chappell is also a defendant on the ground that it should have been paying the daughters for certain songs rather than Mr Brown That suit is in the pretrial stage The Company has recently filed a motion to dismiss on personal jurisdiction and improper venue grounds I believe that the court has no jurisdiction and that venue is improper so that the Company will be dismissed from the action In any event, we have a meritorious defense to the claim, and there will be no liability found

The company is not involved in any other litigation either as plaintiff or defendant I know of no cases that were settled in the period under question

I know of no unasserted claims made against the company which could ripen into litigation or that require disclosure in accordance with Statement of Financial Accounting Standards No 5

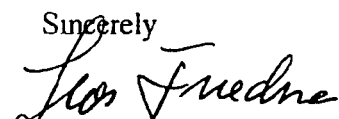
I know of no other pending litigation, nor of any investigation by any governmental agency, including any tax authorities I know of no failure of the company to act in accordance with local law

Ernst & Young
October 27, 2003
page 2

This response is limited by, and in accordance with, the American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December, 1975) (the "Statement") Without limiting the generality of the foregoing, the limitations set forth in such Statement on the scope and use of this response (Paragraphs 2 and 7) are specifically incorporated herein by this reference, and any description herein of any "loss contingencies" is qualified in its entirety by Paragraph 5 of the Statement and the accompanying Commentary (which is an integral part of the Statement) In accordance with Paragraph 5 of the Statement, we do not undertake to respond directly to you concerning any unasserted claims or assessments which have not been specifically identified by the Company in the Request or the nature and reasons for any limitations in our response with respect to unasserted claims and assessments

As of this date, I have no unpaid legal fees

Sincerely



Leon Friedman

Subj Warner Chappell Music Legal Letter Language
Date 10/27/2003 6 46 10 PM Eastern Standard Time
From Leslie DeHoff@ey.com
To flashlf@aol.com
Sent from the Internet ([Details](#))

Mr Friedman -

The following is an example of the language that we are required to have included in our attorney response letters in addition to the SFAS 5 language you have already provided. Please contact me at the number below if you have any questions or concerns. Thanks!

Leslie DeHoff

This response is limited by and in accordance with the American Bar Association Statement of Policy Regarding Lawyers Responses to Auditors Requests for Information (December 1975) (the Statement). Without limiting the generality of the foregoing, the limitations set forth in such Statement on the scope and use of this response (Paragraphs 2 and 7) are specifically incorporated herein by this reference, and any description herein of any loss contingencies is qualified in its entirety by Paragraph 5 of the Statement and the accompanying Commentary (which is an integral part of the Statement). In accordance with Paragraph 5 of the Statement, we do not undertake to respond directly to you concerning any unasserted claims or assessments which have not been specifically identified by the Company in the Request, or the nature and reasons for any limitations in our response with respect to unasserted claims and assessments.

Leslie E. DeHoff
310 789-
4908

The information contained in this message may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you. Ernst & Young LLP

EXHIBIT F



South Carolina State University

POST OFFICE BOX 8103
300 COLLEGE STREET, NORTHEAST
ORANGEBURG, SOUTH CAROLINA 29117 0001
TELEPHONE (803) 516 4989/4990

Vice President for Research
And Economic Development
And
Executive Director of
1890 Programs

FAX (803) 536 7102

March 24, 2009

Robert L. Buchanan Jr.
Adele J. Pope
212 Newberry Street NW
Aiken, SC 29801

RE Estate/Trust of James Brown

Dear Mr. Buchanan and Ms. Pope

I am writing to continue my service on the Advisory Board 2000 Trust for another six months until September 15, 2009

Sincerely,

Leonard A. McIntyre

Leonard A. McIntyre

633 Chesnut St ee
Suite 1300 Republic Centre
Chattanooga TN 37450

P.O. Box 6068
Chattanooga TN 37401



423 756 6470 tel
423 756 8600 fax
www.mwhfirm.com

McKoon Williams & Haun

March 27, 2009

Attorney Robert L. Buchanan Jr
✓ Attorney Adele J. Pope
212 Newberry Street NW
Aiken, South Carolina 29801

Re Estate/Trust of James Brown

Dear Attys Buchanan and Pope

Please accept this letter as official notification that I am willing to serve as a member of the James Brown Trust Advisory Committee under the same terms and conditions previously outlined.

Reviewing your letter of March 13, 2009, I cannot agree to the proposed settlement of the estate as set forth. My legal background and understanding of the trust and estate law will not allow me to support any contention that the wishes of James Brown as set forth in his 2000 Trust can be ignored. I have long maintained that the Judge in this case does not have the authority to essentially rewrite Mr. Brown's trust unless a hearing is conducted and issues findings of fact that Mr. Brown did not have the mental capacity to execute the document or the document itself is deficient pursuant to South Carolina law. Of course, there may be other issues to be considered but I think one of the foregoing findings is essential for the Court to ignore the trustor's wishes.

I also would question the potential liability of Advisory Board Members and Personal Representatives in not following the provisions of a trust agreement. If any settlement is reached I would suggest that there be appropriate language and provisions to address the potential liability issues.

If my letter raises any concerns or questions that need further explanation, please feel free to contact me.

Sincerely yours

A handwritten signature in dark ink, appearing to read "Walter F. Williams". The signature is fluid and cursive.

Walter F. Williams Judge (ret.)

EXHIBIT G

LARRY CAMPBELL
POST OFFICE BOX 44
LINCOLNTON GEORGIA 30817

March 17, 2009

Robert L Buchanan, Jr
Adele J Pope
212 Newberry St NW
Aiken, SC 29801

Re Estate of James Brown

Dear Mr Buchanan and Ms Pope

Although my name was left off of your most recent correspondence, I am agreeable to extending the terms for the period requested I appreciate your standing up for the wishes of Mr Brown

Very truly yours,



Larry Campbell

cc Dr Ann Carmichael, Judge Walter Williams, Dr Leonard
A McIntyre, Mrs Inez Fenenbaum

LAW OFFICE OF JAMES D BAILEY, P C
ATTORNEY AT LAW

POST OFFICE BOX 2376
100 PARK AVENUE S W
AIKEN SOUTH CAROLINA 29802

Telephone 803 648 9529
Facsimile 803 642-6041
jdbaileylaw@bellsouth.net

February 16, 2009

The Honorable Doyet A Early, III
Post Office Box 90
Bamberg, South Carolina 29003

Re McMaster and Others v Dallas and Others
Aiken County Case No 08-CP-02-1647

Dear Judge Early

I thank the Court and counsel for their indulgence during my son's hospitalization. Absent something unforeseen, I will resume my position as the primary person to represent PR/Trustees Buchanan and Pope in Circuit Court, and Tressa Hayes will be handling most of the appeal work.

We respectfully disagree with the statements and conclusions in the letter sent by Mr Rosen on February 13 on behalf of Attorney General McMaster, Forlando, Terry, Romunzo, Daryl & Venisha Brown, Deanna Thomas, Yamma B Lumar, James II and Ms Hynie Brown (the purported "settling parties"). We do not believe Mr Rosen's letter is the appropriate way to present arguments to this Court. Since he has, however, raised certain issues, we ask to set the record straight.

As to the Allegations that Mr Buchanan and Mrs Pope are solely attempting to delay

1 A week ago, Mr Buchanan and Mrs Pope attempted to secure agreement of all parties to Stay the Appeal of McMaster v Dallas in time for the Court of Appeals to rule, so that we could make some progress on February 26th. The "settling parties" did not consent. Instead, a Motion to Dismiss the appeal was filed, which is pending. Unfortunately, we believe this prevents the Circuit Court from proceeding in McMaster v Dallas on February 26.

2 When the Circuit Court does proceed, we again request that it be to

- a Issue the Written Recusal Order,
- b Address the motions to dismiss, stay, add parties, and
- c Rule in writing on the reconsideration of the appointment of Mr Bauknight

3 We respectfully request that the Court not conduct any telephone hearings. We believe a clear and complete record of the entire McMaster v Dallas case is critical. [Kindly take judicial notice of the arguments now being made in the Dallas/Bradley and Cannon Appeals and in the Federal suit of Forlando Brown, challenging this Court's authority because the Rosen/Levenson clients failed to follow procedural formalities in Case 2007-CP-02-0122.]

As to Russell Bauknight's involvement

This Court's January 7, 2009 Order took 2 actions

- a To enjoin, as an "emergency", the PR/Trustees from fully performing their right and duty of due diligence with respect to a proposed settlement, and
- b To deny the requested "emergency" injunction as to all other aspects of their service as PR/Trustees

Russell Bauknight, while not named as a fiduciary, assumed a fiduciary role as to the Estate/Trust, and recommended to this Court, without even basic due diligence, an unconscionable settlement intending to shift \$50+ Million in value from Mr Brown's intended educational beneficiaries to some of his claimed "Heirs" These "settling parties", as a result of intentional omission by Mr Brown, or the *In Terrorem* clauses are not devisees of his Estate or beneficiaries of his Trust

While Mr Buchanan and Mrs Pope agree that Mr Bauknight's duties are – and should be – over, his legal responsibility for this disastrous recommendation, if approved, is not over

As to whether the Attorney General can, over objection of the PR/Trustees, reach a binding agreement to take more than \$50 Million from Mr Brown's Estate and intended charitable and non-charitable Trusts, and transfer it to non-proven "Heirs" who are not devisees

This is clearly a complex issue of first impression in this State The PR/Trustees respectfully submit that the AG has no such authority, but assert that this issue should be appropriately argued before the appropriate court(s), and with the appropriate parties joined

The PR/Trustees have always sought a fair and reasonable settlement after all necessary parties are joined and participate They have asserted, and continue to assert, that a proposed "settlement" which takes over \$50 Million from Mr Brown's Estate Plans and gives it to persons who are not his proven heirs or devisees while ignoring jurisdictional and Due Process rights of fiduciaries and beneficiaries of two separate, presumably valid, Estate Plans (2000 and 1999), will only prolong the current litigation, and spawn new litigation

The Charts attached to this letter, which will be presented to the Court when the hearing is continued (subject to adjustment for actual fees and costs, requested but not received, for Rosen/Levenson/Shahid/Bell/Bodman/Christmon/Yount/Carter/Medlin/Michel and others) show that the proposed "settlement" strips more than \$50 Million of the \$79 Million of assets Mr Brown dedicated for charitable and non-charitable educational purposes and gives it to "settling parties" their lawyers and the IRS for their taxes

Chart #1 Shows what Mr Brown provided in his 2000 Estate Plan (After implementation of the *In Terrorem* clauses of the Will and Trust)

Chart # 2 Shows what Mr Brown provided in his 1999 Estate Plan for Voorhees College, U S C Aiken and U S C Salkehatchie, which have not yet been made parties to this action, even though the 1999 Will must be declared void before any "Heir" (other than James II if he is one) is entitled to a dime of Mr Brown's Estate

Chart #3 shows the projected result proposed by the "settling parties" without factoring in the further damage to Mr Brown's Estate Plan of the Rights of First Refusal

As to the "Bullet Points"

It is my understanding that over their continuing objections on the record you directed Bob Buchanan to present "Bullet Points" for a Transition Plan if you approve the "settling parties'" settlement Bob and Adele immediately contacted Heyward Carter and others to coordinate tax projections, the "settling parties'" attorneys' fees and costs, and other facts which the PR/Trustees feel are essential to development of a Transition Plan That included the name of the proposed successor fiduciaries These facts would be essential to any settlement to decide how to protect creditors, taxing authorities and non-settling parties (including the PR/Trustees), and how to allocate the legal responsibility for these tasks during any transition

They have not received any information about the attorneys' fees, and Heyward Carter has written indicating he does not believe that the Court intended for the "settling parties' to share the requested information As a result of the missing information, the "Bullet Points" are incomplete, but will be served today or tomorrow

Sale of Assets

1 Pursuant to your February 20, 2008 Order in the Declaratory Judgment case, which was not appealed, the PR/Trustees give notice of a sale, absolutely "as is" of the following

- A Home and 35 +/- acres, Beech Island (all if 25+/- cannot be retained for the "I Feel Good" Foundation)
- B Automobiles located at Douglas Drive
- C Tangible Personal Property at Douglas Drive
- D Or any acceptable combination of the above

2 They will open sealed bids on April 30, 2009, and take 5 days to conduct due diligence as to the Offers, which may include financing contingencies, but must include certified or approved funds for 5% of proposed purchase price and an offer of adequate financial strength to conclude the sale within 60 days

3 The PR/Trustees reserve the right to reject any and all bids, to confirm ability of bidders to comply, and/or to enter into further negotiations with bidder(s) whose bid(s), or combination of bids, provide greatest value to Estate/Trust

4 The PR/Trustees reserve the right, and intend, to give preference in sale of Beech Island, to a museum purchaser

5 They ask to be heard in May, 2009 for final review of accepted proposals (other than between May 21 and 31, when Mrs Pope will be away)

6 The net proceeds of the sale or sales will be applied only to Court-approved priority claims and/or expenses of administration of the Estate/Trust

7 The sale is necessary to pay Court-approved expenses of administration, priority claims, taxes and security for the home if it is not among the items sold

The Boyce v Abel case

The PR/Trustees continue to urge settlement negotiations after proper joinder and with proper participation of all parties and counsel In that regard, we ask the Court and parties to take judicial note [or consult with the many attorneys involved] in the Boyce v Abel case with which the "settling parties" agree that Ms Pope as "losing counsel" is familiar That case has interesting parallels to Mr Brown's cases

Mrs Pope advises that all counsel, winners and losers, were surprised at the Boyce v Able holding by the Court of Appeals that the appointment of an SA cannot be appealed The Supreme Court granted Cert , but before it could be heard the entire Boyce family with participation by all interested persons "won" by reaching a well-negotiated, comprehensive global settlement which

- a Involved a Will, a Trust, a substantial charitable devise and millions of dollars of potential Estate Taxes [Part of the Coastal Carolina Research Station at Waties Island]
- b Preserved the charitable deduction and other tax benefits

Letter to Judge Early
February 16, 2009
Page 5

- c Resulted in the departure of an out-of-state Lawyer/fiduciary opposed by many; and
- d Provided relatively small devises to the family, who took pleasure in seeing their parent's wishes fulfilled

In addition, the Circuit Judge applied a very creative but practical "Baseball Arbitration" process to determine all attorneys' fees for all counsel involved for several years, saving tens of hours of Court and counsel time. The open, court approved process for resolving this or least issue helped assure the deductibility of those fees to the Estate.

The Agreement Among Successors to Decedent and Related Orders and Documents used in the ~~Boyce~~ settlement, put together by Terrell Glenn's firm, the McNair Firm and others, became the model for similar settlements over the next 15 years.

Right of First Offer

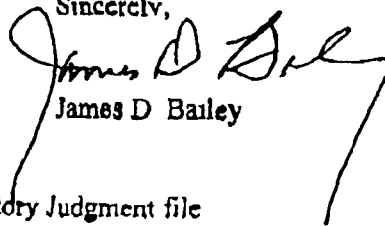
The Right of First Offer, as the record clearly reflects, was never secret.

The PR/Trustees intend to respond vigorously to the false allegations that Mr. Buchanan and Mrs. Pope are secretly attempting to "sell the Estate", which they assert are an improper attempt to paralyze the Estate/Trust to bring about a settlement which is unreasonable.

Finally, I request the Court's protection for the last few days of the week of April 13th for the wedding of my daughter, and Mrs. Pope requests protection for May 21 - 31. Bob Buchanan and I may also have other Court-related conflicts.

Thank you for your consideration.

Sincerely,


James D. Bailey

Enclosures

cc By Fax, mail or email
The Honorable Liz Godard (for Declaratory Judgment file
Buchanan vs Thomas 2007-CP-02-0122
Tressa T. Hayes, Esquire
Other counsel, Mc Master v Dallas
Robert L. Buchanan, Jr., Esquire
Adele J. Pope, Esquire

LAW OFFICE OF JAMES D BAILEY, P C
ATTORNEY AT LAW

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AIKEN, SOUTH CAROLINA 29802

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Facsimile 803 642-6041
jdbaileylaw@bellsouth.net

March 10, 2009

The Honorable Doyet A Early, III
Post Office Box 90
Bamberg, South Carolina 29003

Re McMaster and Others v Dallas and Others
Aiken County Case No 08-CP-02-1647

Buchanan vs Thomas (Declaratory Judgment)
Aiken County Case No 07-CP-02-0122

Brown vs Pope (Will/Trust/Heirs)
Aiken County Case No 07-CP-02-0872

Dear Judge Early

I write to request the following relief for the PR/Trustees

- 1 Release of Bob Buchanan from his obligation not to discuss his testimony,
- 2 The Court hear our emergency motion for an SA/ST and request for sale of Beech Island and TPP first at the next hearing (Cases 872), and
- 3 That the hearing in McMaster v Dallas (Case 1647) not proceed until a signed Agreement is distributed to all proper parties (who have not yet been joined) and the signers appear in Court to be examined
- 4 That the PR/Trustees, if an SA/ST has not taken over by April 1, not be enjoined from proceeding with the April 30 sales as earlier noticed and described below

As to the Emergency Motion for an SA/ST and Related Relief

For lack of funds, by April, the Beech Island property, owned by the Trust, cannot be insured or protected. Other urgent problems exist which the PR/Trustees will put on the (closed hearing requested) record. This is an emergency, and we request immediate Court attention to our request for emergency hearing.

As to delay in McMaster v Dallas

More than 7 months after the purported "agreement" was announced, there is no signed "Agreement" Last Friday, March 6, 2009, we learned that Forlando and Romunzo Brown were not parties to the "Agreement" We understand that Jason Lewis, an adult, is a party to the "Agreement", but it is unclear We note that the Guardian ad Litem did not sign the "Agreement" for James II

At least some of this confusion would be cleared up by a signed document

We respectfully submit that proceeding without proper joinder, notice or even a signed "agreement" could not under any circumstances be construed to be in the best interest of the Estate/Trust of James Brown

As to Releasing Bob Buchanan as a witness

Bob Buchanan and Adele Pope normally talk several times a day, and meet at least once a week After Adele's incomplete testimony in January, you released her from her status as a sworn witness This enabled her to continue Estate/Trust work It also enabled her to continue to work with Bob on the Estate/Trust's position related to the proposed "settlement"

We request that the Court release Bob from his witness status His testimony on the stand appeared to involve virtually every aspect of the administration of the Estate/Trust

The following are just small examples of why Adele, Bob and their counsel need to be able to confer

1 The PR/Trustees are continuing to study the Estate Tax and other negative impact the proposed "settlement" has on the Estate/Trust Bob Buchanan regularly confers with Adele Pope in Estate and Trust matters, and relies on her experience in these areas, as she does his litigation experience

2 Because Bob was in Federal Court and unable to attend the hearing March 4th and 5th, he did not hear Adele's testimony or review it with her in detail before he was placed on the stand He would like to do so

3 The PR/Trustees desire to continue to confer with each other, their counsel and experts regarding the damage to the Estate/Trust which will result from the "settlement," if approved

4 Adele Pope has arranged for a meeting with a Revenue Agent (something they

have been working on for more than a year) Wednesday (tomorrow) morning, and Bob Buchanan should either be in on the conversation or kept informed. The proposed settlement will necessarily be part of that discussion.

5 Multiple clearance requests come in every week, requiring consultation. Their practice is to confer at least once daily about these.

6 Since the parties have not suggested a SA/ST for the emergency appointment the PR/Trustees are seeking, they want to be able to discuss and help find someone who would be willing and able to accept the position.

7 Bob and Adele need to consult about the current financial crisis of the Estate/Trust, including inability to pay maintenance and insurance.

8 Counsel need to file certain documents and motions in *McMaster v. Dallas* and other cases which should be reviewed by both Bob and Adele. That will necessarily touch on issues raised, or which might be raised, in Bob's testimony.

9 Due diligence in connection with the proposal for "settlement" and other matters is ongoing.

Sale of Assets

We ask the Court, for the reasons stated in the emergency petition, to approve proceeding with the following sales which comply with the Court's February 20, 2008 Order in Case 122:

- A Home and 35 +/- acres, Beech Island (all if 25 +/- cannot be retained for the "I Feel Good" Foundation)
- B Automobiles located at Douglas Drive
- C Tangible Personal Property at Douglas Drive
- D Or any acceptable combination of the above

We request that it be done by sealed bid in accordance with our earlier notice and under the February 20, 2008 Order. We request that the sealed bids be opened on April 30, 2009, and the PR/Trustees take up to 5 days to conduct due diligence as to the Offers, which may include financing contingencies, but must include certified or approved funds for 5% of proposed purchase price and an offer of adequate financial strength to conclude the sale within 60 days.

Letter to Judge Earlv

March 10, 2009

Page 4

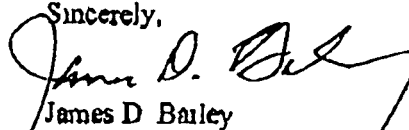
The PR/Trustees would reserve the right to reject any and all bids, to confirm ability of bidders to comply; and/or to enter into further negotiations with bidder(s) whose bid(s), or combination of bids, provide greatest value to Estate Trust.

The PR/Trustees would reserve the right, and intend, to give preference in sale of Beech Island, to a museum purchaser

The net proceeds of the sale or sales will be applied only to Court approved priority claims and/or expenses of administration of the Estate Trust

Thank you for your consideration

Sincerely,



James D Bailey

Enclosures

cc By Fax, mail or email
The Honorable Liz Godard (for file, Cases 2007-CP-02-0122 and -872 and Case 08 1647)
Tressa T Hayes, Esquire
Other counsel, Mc Master v Dallas and other cases
Robert L Buchanan, Jr, Esquire
Adele J Pope, Esquire

Estate of James Brown
212 Newberry Street NW
Aiken, South Carolina 29801

Robert L. Buchanan, Jr., Personal Representative Adele J. Pope, Personal Representative

March 11, 2009

S Alan Medlin, Esquire
USC School of Law
1713 Phelps Street
Columbia, South Carolina 29205
Fax 799-5962

T Heyward Carter, Jr, Esquire
Evans, Carter, Kunes & Bennett, PA
115 Church Street
PO Box 369
Charleston, South Carolina 29402-0369
Fax 843-577-2055

BY FAX ONLY

The Honorable Henry Dargan McMaster
Attorney General for the State of South Carolina
C Havird Jones, Jr, Esquire
Senior Assistant Attorney General
P O Box 11549
Columbia, SC 29211-1549
Fax 803-734-3677

Re Estate/Trust of James Brown

Gentlemen

In addition to believing that the current proposed "settlement" is not in the best interest of the Estate of James Brown or the James Brown 2000 Irrevocable Trust, I have serious concerns about the Estate Tax consequences if the "settlement" is implemented

In particular, I am concerned that

- 1 The funneling of assets from the 2000 Irrevocable Trust through the "settlement entity" may result in the loss of an \$80 Million Estate Tax charitable deduction, resulting in the Estate/Trust having to pay \$40 Million of taxes and interest because the amount which should go to the "I Feel Good" Trust cannot be properly ascertained, the property does not "pass" from Mr Brown to the "I Feel Good" Trust, and the "I Feel Good" Trust receives only income from the settlement entity

Letter to Messrs Medlin, Carter and the Honorable Henry D McMaster

March 11, 2009

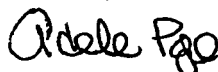
Page 2

- 2 Failure to disclose an estimated \$12 - \$14 Million of attorneys' fees and other costs which are to be charged against the commingled funds, the Rights of First Refusal to family members, and the family's control over the assets and trustees will result in disqualification of the "I Feel Good" Trust's qualification under 501(c)(3) of the IRC, causing numerous problems
- 3 Because the "I Feel Good" Trust was in existence for more than 6 years before any challenge, and Lukich, was not considered, Bosch will undermine all Estate Tax deductions that may be claimed

If any of you have researched these issues and know of any basis for us not to be concerned, please share your research with us

Thank you in advance for your response

Sincerely,



Adele J Pope

cc Robert L Buchanan, Jr , Esquire
Alan F Rothschild Jr , Esquire
Harley D Ruff, Esquire

Estate/Trust of James Brown
212 Newberry Street NW
Aiken, South Carolina 29801

Robert L. Buchanan, Jr , Personal Representative

Adele J. Pope, Personal Representative

March 12, 2009

The Honorable Henry Dargan McMaster
Attorney General for the State of South Carolina
State of South Carolina
P O Box 11549
Columbia, SC 29211-1549

BY FAX OR MAIL

Re Estate/Trust of James Brown

Dear Attorney General McMaster

I am writing for Bob Buchanan and myself to request that you join us in working with the S C Department of Revenue and Internal Revenue Service in connection with the Income Tax mess in which the Estate and Trust of James Brown found itself when we were appointed as PR/Trustees on November 20, 2007

In response to our letters dated December 11, 2007 (copies enclosed, without enclosures) yesterday I was finally able to meet with Mr Goodlett of the IRS. He brought IRS transcripts for Mr Brown, Individually and for James Brown Enterprises, Inc (JBE, Inc) for a number of years

I gave Mr Goodlett a copy of the 2006 returns prepared by Phil Farr, but made it clear that we did not participate in the gathering of the information, and believed them to be inaccurate. Mr Goodlett took those return copies with him to discuss with his technical staff

Mr Goodlett is gathering additional transcripts and information. Our next step, which will be shortly after we obtain the transcripts, is to have the 2007 and 2008 Income Tax Returns prepared for James Brown, LLC, JBE, Inc , the Estate of James Brown, and the James Brown 2000 Irrevocable Trust. This is where we request the assistance of your staff¹

As you know, under Mr Brown's Estate Plan virtually all of the income is "paid or permanently set aside" for charity. Under the settlement which your office is proposing, and we, as PR/Trustees, oppose, substantially more than 50% of the income would go to individuals. [We are also concerned that the commingling of assets in the "settling entity", the Right of First Refusal and other rights given to Mr Brown's "family" may disqualify The James Brown "I Feel

¹ In September we requested that the tax advisors for the "settling" parties work with us on the preparation of Mr Brown's Estate Tax Return, but they refused

Ltr to Attorney General McMaster
March 12, 2009
Page 2

Good" Trust as a charity if the proposed "settlement" is approved]

While we assert that Mr Brown's entire Estate/Trust should go for education as he directed, and you are proposing substantially less, I hope we can agree that it is in the best interest of the Estate/Trust and the "I Feel Good" Trust to work together to determine the best way to handle these differences on the income tax returns

We ask that you and your staff help us sort out the treatment on the 2007, 2008 and later income tax returns of these important income tax matters, including

- 1 For 2007 and 2008 (and 2009, etc), should the income passing through James Brown, LLC be reported as flowing to JBE, Inc , the Estate or the James Brown 2000 Trust?
- 2 To the extent income flows through JBE, Inc , do we report JBE, Inc as owned by the Estate (as stipulated by all settling parties other than the AG) or as owned by the James Brown 2000 Trust (as you have asserted)?
- 3 Should other income be reported in the Estate or Trust, where ownership is uncertain?
- 4 What is the best language in statements to be made and filed with the IRS/SCDOR regarding the PR/Trustees' position that virtually all of Mr Brown's income is paid or permanently set aside for charity under Mr Brown's Estate Plan, but if the proposed "settlement" is approved more than 50% will not go to charity?

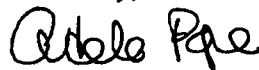
By copy of this letter, I also request input from former Trustees Messrs Cannon, Dallas and Bradley As you know, they assert that they are still Trustees, and, presumably have both the right and responsibility to file Trust income tax returns for 2007 and 2008 (We disagree)

Finally, we seek input from Alan Medlin and Heyward Carter, attorneys for Ms Hynie Brown, who will understand the need to make correct and full disclosure (under penalties of perjury) to the taxing authorities, while protecting the Estate/Trust

We hope you will immediately assign someone with tax experience to work with us

Thank you in advance for you immediate consideration and response

Sincerely,



Adele J Pope

Enclosures
cc Robert L Buchanan, Jr
Former Trustees
Other Interested Persons or counsel

**212 Newberry Street NW
Aiken, South Carolina 29801**

December 11, 2007

Internal Revenue Service
Chamblee, Georgia 39901-0021

Atlanta IRS Center
Taxpayer Advocate
PO Box 48-549
Stop 29A
Doraville, GA 30362

- Re 1 James Brown, Deceased Date of Death December 25, 2006
SS# 259-32-3801
Form 1040, 12/31/05 Deficiency and Other Income Tax Returns
- 2 Estate of James Brown
TI #26-6127857
- 3 The James Brown 2000 Irrevocable Trust
TI #26-6127902
- 4 James Brown Enterprises, Inc
TI #57-0929939
- 5 James Brown, LLC
TI #58-2486019
Our File No 8377

Gentlemen

On November 20, 2007, we were appointed by the Court as Personal Representatives of the Estate of James Brown. We were also appointed Trustees of the James Brown 2000 Irrevocable Trust. A copy of the Order appointing us and our Certificate of Appointment as Personal Representatives is enclosed.¹

In the above capacities, on November 20, 2007, we became the officers of James Brown Enterprises, Inc.

¹ We notify you that certain parties are protesting our appointment.

Mr Brown's Estate Plan provides for the creation of a non-charitable education trust which provides educational benefits for his designated grandchildren. It also creates a charitable trust, The James Brown "I Feel Good" Trust, which we believe will be funded with the bulk of his assets.

The Application for Recognition of The James Brown 'I Feel Good' Trust is now pending, having been filed on December 5, 2007.

From every indication, there are very serious problems associated with the income tax returns of Mr Brown and the Brown Entities.

Rather than detail each of the problems we specifically request that we be given transcripts for Mr Brown, the Estate, the Trust and each of the entities named above. We would then like to see if it is possible to work with a single auditor to try to resolve the issues related to all of the Entities.

David G Cannon of Barnwell, South Carolina served as attorney-in-fact and agent for Mr Brown and one or more of the Brown entities for many years. His resignation as of August 10, 2007 and subsequent discoveries have made it important for us to seek a coordinated plan dealing with these issues. For example, Mr Cannon asserted that Mr Brown, for several years prior to his death, was an employee of Mr Cannon's wholly-owned company, Seventh Decade Productions, Inc. We have been unable to ascertain what Mr Brown's purported income was for these years because we are unable to find Forms W-2 for Mr Brown from Seventh Decade or the entities.

We are taking the liberty of enclosing just two items from the Internal Revenue Service which have come to us since our appointment. We are unable to obtain adequate information to respond to these.

We have gained certain information from the former fiduciaries for Mr Brown. They, and his accountant, apparently filed the following returns:

- A James Brown, LLC 1999 – no later years
- B James Brown Enterprises, Inc , 1999 – 2006, and unauthorized amended returns for 2004, 2005 and 2006
- C James Brown, Individually 1999 – 2005 (We lack adequate information to attempt to file a 2006 return)
- D James Brown 2000 Irrevocable Trust – no returns filed

Letter to the IRS
December 11, 2007
Page 3

We have engaged a new accountant and will file Powers of Attorney shortly. Meanwhile, we would appreciate the opportunity of coordinating these problems with a single agent, if possible.

The implementation of Mr. Brown's Estate Plan will provide a valuable resource to the State of South Carolina and the nation. We hope that you will work with us to try to resolve these problems so that we can proceed with the funding of the Trusts and the implementation of his Estate Plan.

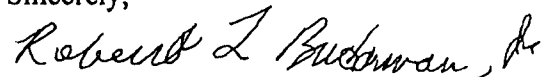
Thank you for your consideration. Our contact information is:

Robert L. Buchanan, Jr.
212 Newberry Street NW
Aiken, South Carolina 29801
Phone (803) 649-2586, Ext. 203
Fax (803) 649-1392
Email rlbuchananjr@bellsouth.net

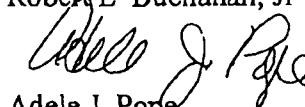
with copy to:

Adele J. Pope
1218 Taylor Street
P O Drawer 7125
Columbia, South Carolina 29202-7125
Phone (803) 779-1870
Fax (803) 779-1673
Email adele@popelawfirm.com

Sincerely,



Robert L. Buchanan, Jr.



Adele J. Pope

AJP lwmm
Enclosures

1 IRS Notice dated 11/13/07, James Brown, 2005 Form 1040
2 Returned James Brown Enterprises Inc., 2006 Return
cc William E. Sellars, Jr., CPA

\\Server\docs\BROWN ADMINISTRATION\TAXES\LTR IRS.wpd

212 Newberry Street NW
Aiken, South Carolina 29801

December 11, 2007

South Carolina Department of Revenue
ATTN Rick Handel, Esquire
Office of General Counsel
301 Gervais Street
P O Box 125
Columbia, South Carolina 29214

- Re 1 James Brown, Deceased Date of Death December 25, 2006
SS# 259-32-3801
Form 1040, 12/31/05 Deficiency and Other Income Tax Returns
- 2 Estate of James Brown
TI #26-6127857
- 3 The James Brown 2000 Irrevocable Trust
TI #26-6127902
- 4 James Brown Enterprises, Inc
TI #57-0929939
- 5 James Brown, LLC
TI #58-2486019
Our File No 8377

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In the above capacities on November 20, 2007, we became the officers of James Brown Enterprises, Inc

¹ We notify you that certain parties are protesting our appointment

Letter to the South Carolina Department of Revenue

December 11, 2007

Page 2

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The Application for Recognition of The James Brown "I Feel Good" Trust is now pending, having been filed on December 5, 2007.

From every indication, there are very serious problems associated with the income tax returns of Mr. Brown and the Brown Entities.

Rather than detail each of the problems, we specifically request that we be given transcripts for Mr. Brown, the Estate, the Trust and each of the entities named above. We would then like to see if it is possible to work with a single auditor to try to resolve the issues related to all of the Entities.

David G. Cannon of Barnwell, South Carolina served as attorney-in-fact and agent for Mr. Brown and one or more of the Brown entities for many years. His resignation as of August 10, 2007 and subsequent discoveries have made it important for us to seek a coordinated plan dealing with these issues. For example, Mr. Cannon asserted that Mr. Brown, for several years prior to his death, was an employee of Mr. Cannon's wholly-owned company, Seventh Decade Productions, Inc. We have been unable to ascertain what Mr. Brown's purported income was for these years because we are unable to find Forms W-2 for Mr. Brown from Seventh Decade or the entities.

We are taking the liberty of enclosing portions of just two items from the Internal Revenue Service which have come to us since our appointment. These are just examples of the problems we anticipate.

We have gained certain information from the former fiduciaries for Mr. Brown. They, and his accountant, apparently filed the following returns:

- A James Brown, LLC 1999 – no later years
- B James Brown Enterprises, Inc., 1999 – 2006, and unauthorized amended returns for 2004, 2005 and 2006
- C James Brown Individually 1999 – 2005 (We lack adequate information to attempt to file 2006 returns at this time.)
- D James Brown 2000 Irrevocable Trust – no returns filed

Letter to the South Carolina Department of Revenue
December 11, 2007
Page 3

We have engaged a new accountant and will file Powers of Attorney shortly. Meanwhile, we would appreciate the opportunity of coordinating these problems with a single agent, if possible.

The implementation of Mr. Brown's Estate Plan will provide a valuable resource to the State of South Carolina and the nation. We hope that you will work with us to try to resolve these problems so that we can proceed with the funding of the Trusts and the implementation of his Estate Plan.

Thank you for your consideration. Our contact information is:

Robert L. Buchanan, Jr.
212 Newberry Street NW
Aiken, South Carolina 29801
Phone (803) 649-2586, Ext. 203
Fax (803) 649-1392
Email rlbuchananjr@bellsouth.net

with copy to:

Adele J. Pope
1218 Taylor Street
P O Drawer 7125
Columbia, South Carolina 29202-7125
Phone (803) 779-1870
Fax (803) 779-1673
Email adele@popelawfirm.com

Sincerely,


Robert L. Buchanan, Jr.


Adele J. Pope

AJP lwm
Enclosures

- 1 Portions, IRS Notice dated 11/13/07, James Brown 2005 Form 1040
- 2 Portions, Returned James Brown Enterprises, Inc., 2006 Return

cc William E. Sellars, Jr., CPA

\\Server\docs\BROWN ADMINISTRATION\TAXES\LTR SC DEPT REV.wpd

Estate/Trust of James Brown
212 Newberry Street NW
Aiken, South Carolina 29801

Robert L. Buchanan, Jr., Personal Representative

Adele J. Pope, Personal Representative

March 16, 2009

The Honorable Henry Dargan McMaster
Attorney General for the State of South Carolina
State of South Carolina
P O Box 11549
Columbia, SC 29211-1549

BY FAX ONLY

Re Sale of Beech Island

Dear Attorney General McMaster

We urge you to join us in requiring one or more of the individual "settling" parties of James Brown to immediately purchase Mr Brown's Beech Island Home Estate for \$925,307, its tax-assessor's value, on the terms set out below, or allow Beech Island to be sold immediately to others [All to be presented to the Court for approval at the next hearing]

The terms we proposed to Mr Levenson's clients on March 12 were

- 1 [Purchasers] agree immediately, and close purchase of Beech Island by April 15, 2009 at tax assessor's value, \$925,307
- 2 Give \$50,000 at closing and first mortgage with interest at 5% over 10 years (equal payments) Usual and customary mortgage terms
- 3 Sale absolutely as is, with only real estate taxes and utilities prorated
- 4 Deed in Lieu of Foreclosure placed as additional security, to be utilized by the PR/Trustees at their option upon default.
- 5 TPP to remain in home and insured with home, unless earlier removed by PR/Trustees, until mortgage paid in full
- 6 If not purchased by [one or more "settling" parties] by April 15, to be sold by PR/Trustees in their total discretion

We believe this proposal is fair to all parties, whether or not the current proposed "settlement", or another settlement, is reached. It also minimizes the chances that the proposed "Right of First Refusal" the "settling" parties are attempting to give certain individuals will disqualify The James Brown "I Feel Good" Trust in its entirety, exposing the Estate/Trust to

Letter to The Honorable Henry Dargan McMaster
March 16, 2009
Page 2

millions of dollars of unnecessary taxes

As you know from reviewing the bank statements and Estate Tax Return, Mr. Brown's Estate/Trust does not have the estimated \$70,000.00 needed to provide even basic security, utilities and taxes for the Beech Island house for this year

As the Estate Tax Return shows, the value of Beech Island at Mr. Brown's death was \$1.215 Million. Granting a Right of First Refusal to disqualified individuals to purchase this house at tax assessor's value (currently \$925,307), more than a 30% discount, in itself exposes the "I Feel Good" Trust to possible disqualification. Compounding the problem by continuing to maintain the property (even at minimal levels) at a cost in excess of \$70,000.00 per year so that the disqualified individuals may purchase it at some future time, exposes the qualification of the "I Feel Good" Trust to greater risk.

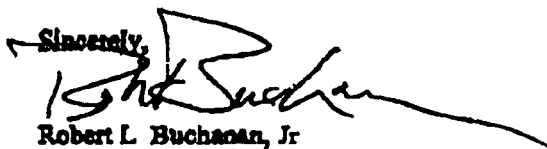
We believe that the emergency status of the Estate/Trust, along with the ability to conduct an immediate sale which will relieve the Estate/Trust of this possibly-IRS-disqualifying private maintenance burden, is in the best interest of all. If a member of the "settling" parties does not elect to purchase on these terms, an outside group should be allowed to make the purchase.

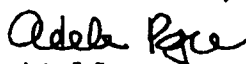
We have consulted with a number of people about the possibility of making Beech Island a museum, and look forward to sharing all of the information that has come to us. Immediately separating Beech Island will give the "settling" party (or other) purchasers an ability to begin immediately to partner with others, find volunteers, and find donors to begin the preservation project.

Please join us in seeking this immediate and necessary resolution for Beech Island. If we can provide any additional information, please let us know. We will be asking the Court to approve an immediate sale at the next hearing, and very much want you to join in that request.

Thank you for your consideration and response.

Sincerely,


Robert L. Buchanan, Jr.


Adele J. Pope

cc. Aiken County Probate Court (for file No. 2007-ES-02-0056)

Other Interested Persons or counsel

Dr. Leonard McIntyre

Ms. Inez Tenenbaum

Judge Walter Williams

Dr. Ann Carmichael

Harley D. Ruff, Esquire

Alan F. Rothschild, Jr., Esquire

LAW OFFICE OF JAMES D BAILEY, P C
ATTORNEY AT LAW

POST OFFICE BOX 2376
100 PARK AVENUE S W
AIKEN SOUTH CAROLINA 29802

Telephone 803-648-9529
Facsimile 803-642 6041
jdbaileylaw@bellsouth.net

March 18, 2009

The Honorable Doyet A Early, III
Post Office Box 90
Bamberg, South Carolina 29003

BY EMAIL ONLY

Re McMaster and Others v Dallas and Others
Aiken County Case No 08-CP-02-1647

Buchanan vs Thomas (Declaratory Judgment)
Aiken County Case No 07-CP-02-0122

Brown vs Pope (Will/Trust/Heirs)
Aiken County Case No 07-CP-02-0872

Dear Judge Early

On behalf of the PR/Trustees Bob Buchanan and Adele Pope, I request that at the hearing to held on March 25, 2009 the Court hear first our emergency motion for an SA/ST and request for sale of Beech Island and TPP (Case 872).

Bob Buchanan and Adele Pope, have made repeated efforts to encourage and enable one or more of the individual parties to the Brown cases to purchase Beech Island. They have received no response. The immediate sale (by April 15) to one or more "settling" parties or other Interested Persons, absolutely "as is" on the terms set out in the attached letters to Mr Levenson and the Attorney General is a reasonable method to deal with the financial crisis facing the Estate/Trust, as well as to prevent potential disqualification of the "I Feel Good" Trust through a Right of First Refusal at below market value.

The financial crisis, and need for a Special PR/Trustee (or in the alternative full support of the Court), as evidence will show, is caused by the direct and intentional interference of certain parties to the McMaster case, and their agents, in the operation of the Estate/Trust. This interference if not checked, will lead to even further loss and paralyze the Estate/Trust.

We ask that the Courtroom be closed to all except counsel and parties in Case 872 (and Messrs Cannon, Dallas and Bradley, to the extent they wish to participate) so that the PR/Trustees may testify freely about the interference with the Estate/Trust's confidential business, trade secrets and confidential litigation matters. In particular, the PR/Trustees wish to present evidence regarding a proposed CORBIS (Illinois) confidential settlement and the importance of a recent Pullman (New York) decision, as well as other confidential financial information.

Ltr to Judge Early
March 18 2009
Page 2

The PR/Trustees also wish to testify about the status of other pending litigation, and the impact of the appointment of an SA/ST on each case

We further request that the Court request, if not require, that Forlando Brown, Deanna Thomas, Terry Brown and any party to Case 872 taking a position related to the propriety of a purchase or sale of Beech Island, be available for testimony without subpoena, so that the Court will have all available evidence to issue, as appropriate, an emergency Order

We anticipate that the testimony should take 1 day

We also ask that the Court, after the above emergency hearing on March 25, proceed with hearing and deciding the claims of Lewis & Babcock, LLP and Rodney Peeples, Esquire, based on stipulated facts and exhibits which Bob Buchanan and Adele Pope, as PR/Trustees earlier finalized with L&B and Judge Peeples. It is my understanding that no party wishes to cross examine in these two cases, and that the Court, based on the stipulations and Exhibits, will decide the amount due each, and the amount payable from the Trust and Estate

We respectfully set out the PR/Trustees' continuing objection to the Court's proceeding in the McMaster case without proper joinder of the parties, proper proofs of service, pleadings filed on behalf of the parties, or discovery. We also object to Court's refusal to hear the PR/Trustees' and others' motions to dismiss or stay the McMaster case, or for Summary Judgment.

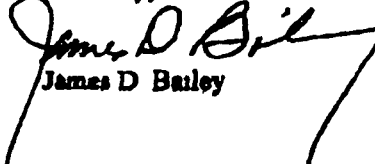
Reserving and without waiving all of the above objections, we respectfully request, if the Court refuses to dismiss the action, that the Court hear all Motions to Dismiss or Stay, as well as the PR/Trustees' Motion for Reconsideration of your Orders dated March 4 (2) and March 6

Finally, we ask again that there be no further consideration of any purported "settlement" until a signed agreement is distributed, parties are properly joined, guardians ad litem are appointed; and the parties, upon no less than 20 days' notice, appear to be cross examined.

On behalf of Mrs. Pope, the PR/Trustees request protection from Court hearings between May 21 and 31, when she will be out of state, and August 7-16 when she plans to be out of the Country

Thank you for your consideration.

Sincerely,



James D Bailey

Enclosures

cc: Robert L. Buchanan, Jr, Esquire
Adele J Pope

All Other Interested Parties or Their Counsel

LAW OFFICE OF JAMES D BAILEY, P C
ATTORNEY AT LAW

POST OFFICE BOX 2376
100 PARK AVENUE S W
AIKEN SOUTH CAROLINA 29802

Telephone 803 648 9529
Facsimile 803 642 6041
Jdbaileylaw@bellsouth.net

March 23, 2009

The Honorable Doyet A Early, III
Post Office Box 90
Bamberg, South Carolina 29003

BY EMAIL AND MAIL

Re McMaster and Others v Dallas and Others
Aiken County Case No 08-CP-02-1647

Dear Judge Early

This morning at approximately 11 40 we received certain documents from Sonny Jones related to the purported "settling parties" and their proposed "final" agreement

For several reasons related to defects in these documents, we believe the March 25 hearing of the Motion to Approve Settlement in the McMaster case should be postponed to avoid wasting the time and resources of the Court and Estate/Trust We propose going forward on other matters as discussed below

This is not an exhaustive list but it includes the major problems we've noted at this time, without waiving any other substantive or procedural objections to the purported "settlement" and all documents

- 1) The proposed agreement does not name a proposed successor PR/Trustee We understood the Court to request identification of same prior to the next McMaster hearing (PR/Trustees assert a continuing objection to being "removed" as PR/Trustees by way of purported agreement of parties, without cause, and demand due process as to this issue),
- 2) The "final" form of the proposed agreement and the proposed trust has not been signed by the parties We understood the Court to require circulation of a fully executed copy prior to the next McMaster hearing,
- 3) The "final" form of the proposed agreement continues to refer to Jason Brown Lewis (now age 18 according to his affidavit) and Lindsey Delores Brown (now age 19 according to her affidavit) as "minors" represented by and through their parents They are not minors and will not be minors when their parents purport to bind them in any "final" agreement Further, for reasons below, they apparently are not represented by counsel at this time,
- 4) We understood that the proposed August 10 agreement was going to be amended to accommodate Terry Brown's subsequent approval However, the copy we first

received today includes additional substantive changes concerning the creation of the trust, "Honorary Family Trustees", and other issues. We have not had sufficient time to adequately address these changes, we reserve all objections, and request additional time to review the proposed amendments,

- 5) Necessary parties are still not included in the proposed agreement. In addition to meeting certain statutory elements, Court approval should be granted only with the concurrence of all parties. (See Comments to section 1102 of the Uniform Probate Code. "A controversy which the Court finds to be in good faith, as well as concurrence of all beneficially interested and competent persons and parent-representatives provide prerequisites which should prevent the procedure from being abused.") (emphasis added). As set forth in several pending Motions filed by PR/Trustees, all necessary parties have not been joined nor do all concur.
- 6) The undated "final" agreement signed by the AG (but not the parties) refers to an "Exhibit C", but our copy does not include this exhibit.
- 7) We object to submission of any legal documents purporting to bind James Brown II where signed only by his mother Tommie Rae Brown. Although the statute provides for execution by parents on behalf of minors, in this case, there is a conflict of interest between the parent and child's respective purported interests. Therefore, any agreement purporting to bind James II must be executed by his appointed Guardian ad litem.

Regarding the affidavits submitted by Louis Levenson last week, we noted several major problems with the proposed affidavits, including but not limited to, and without waiving any other objections

- 1) All of the Levenson Client affidavits refer only to the August 10 agreement. They don't refer to the amended "final" agreement or the "final" proposed James Brown Legacy Trust.
- 2) All of the Levenson Client affidavits refer to "my attorney, Louis Levenson" and include a paragraph 8 regarding legal consultation with Mr. Levenson. However, in the proposed affidavits of Jason Brown Lewis (age 18) and Lindsey Delores Brown (age 19) the word "my" does not precede "attorney" as it does in the other affidavits, and paragraph 8 has been deleted from these two affidavits. We can only conclude that Jason Brown Lewis and Lindsey Delores Brown are not represented by Mr. Levenson, they did not attend the mediation, they are not proceeding on advice of counsel but rather upon only their parents' representations to them, and hearsay from non-attorney parents of non-minor

parties would be insufficient for consideration by this Court concerning these pro se parties. Not only do we object to affidavits being offered in lieu of live testimony for any and all parties, we further object to any affidavits being submitted by pro se clients via other parties' attorneys.

- 3) Venisha Brown's affidavit apparently is executed via unrecorded copy of a revocable, nondurable, springing Power of Attorney. The subject document would be effective only in certain circumstances, such as incompetency (see paragraph 12 of POA attached to aff). We've received no notice that any of these conditions has been satisfied and therefore we object to this affidavit. We further object to the affidavit's statement that Venisha Brown attended the mediation because it appears that Deanna Brown Thomas signed the proposed agreement for Venisha Brown. If Venisha Brown attended only part of the mediation or Deanna Brown Thomas signed on her behalf for some other reason, we require notice of same, and
- 4) Yamma Brown's affidavit states that she attended the mediation. Deanna Brown Thomas signed the proposed agreement on Yamma Brown's behalf. If Yamma Brown attended only part of the mediation or had Deanna Brown Thomas sign on her behalf for some other reason, we require notice of the same.

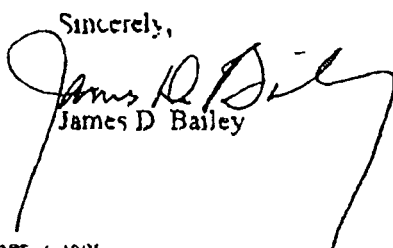
We object to going forward without a fully executed "final" agreement; we need additional time to review the additional changes which exceed the scope of the addition of Terry Brown as a "settling party", and, reserving all additional objections to all affidavits, certain affidavits are defective. For these reasons, we believe the Court would prevent potentially wasteful litigation by postponing the McMaster hearing until all of these problems have been cured.

Although we ask the Court not to proceed on the McMaster case Motion to Approve Settlement, we do request a hearing on March 25 of the PR/Trustees' Emergency Petition to Appoint Special PR/Trustee or for Alternate Relief in Case 872, and the Lewis & Babcock and Peoples Claims. We also request that the Court proceed in a closed courtroom. In addition to the confidential information on the Emergency Petition, we hope to be able to present a proposed confidential settlement in the Corbis Illinois litigation.

Letter to the Honorable David A. Early, III
March 23, 2009
Page 4

We thank the Court for its consideration of these matters

Sincerely,


James D. Bailey

Enclosures

cc All counsel in above referenced and other cases
Robert L. Buchanan Jr. Esquire
Adele J. Pope



EXHIBIT I

SMALL BUSINESS / SELF EMPLOYED DIVISION

March 24 2009

Mr Robert L Buchanan, Jr
212 Newberry Street, NW
Aiken, SC 29801

Ms Adele Pope
1218 Taylor Street
Columbia, SC 29201

Mr William Sellars, Jr, CPA
4408 Forest Drive, 3rd Floor
Columbia, Sc 29206

RE Estate of James Brown

Dear Mr Buchanan, Ms Pope & Mr Sellars

The federal estate tax return of the above estate has been selected for verification I request that you gather the items noted below and send it to me to arrive by April 15 2009

- 1 Please provide copies of decedent's federal income tax returns for the 2006 and the two years before death Also please provide copies of any income tax returns filed for decedent's estate or trust since death IRS will retain the return copies
- 2 Please provide for review the decedent's banking records for the year of death, through the month after death, and the two prior years, including
 - Checking account registers/ledgers
 - Checking account statements
 - Brokerage account money fund records
 - Cancelled checks
- 3 Please furnish a completed Form 4421, Declaration (of fees, enclosed) to verify that the fees reported have been paid The Form 4421 has a blank about one-half way down on which taxpayer is to indicate whether any of the fees shown have been or will be taken as an income tax deduction The estate must complete this blank and respond to this question
- 4 Has the estate discovered any additional assets, transfers, or deductions, which were not reported on the estate tax return? If so, please advise me in writing, by April 5, 2009
- 5 The estate has discussed multiple issues raised in Attachment # 1 which could affect the estate tax Please bring me up to date on the resolution of these issues, including
 - Has the Will & Trust validity litigation been resolved? If so, please show what happened
 - Has the other litigation been resolved? If so, please show what happened
 - Was the question of what property was placed in the Irrevocable Trust prior to death resolved? If so, please show what happened
 - has the issue of which items of personal property went to the children been resolved? If so, please show what happened
 - have the pretermitted spouse and elective share issues been resolved? If so, please show what happened
 - have the fee issues with the previous PR/Trustees been resolved? If so, please show

Internal Revenue Service Estate Tax Stop 4106JS 5971 Cattlebridge Blvd Sarasota FL 34232
Telephone 941/378 6425 Fax. 941/378 6458

what happened

-Has the In Terrorem clause/ no probable-cause issue been resolved? If so, please show what happened

Copies of court orders, stipulations or other documents for these issues will be useful

6 Please provide a copy of any personal property appraisal, or, if none, provide a listing of the items included with values See the requirements of Reg 20.2031-6 Does the value on the return include all property such as fine china, glassware, silver, collectibles, coin or stamp collections, guns, cameras, sports equipment, watches, jewelry, wedding and engagement rings works of art, etc ? If not, why not Please provide a supplemental schedule, if necessary

Please furnish copies of the declarations page (only) for each homeowner, condominium owner, and personal property insurance policy in effect at date of death for decedent's property Please also provide copies of any insurance policy pages listing scheduled personal property Please provide copies of all personal property appraisals done for insurance purposes

7 Please furnish a copy of the charitable tax determination letter for the "I Feel Good" Trust showing it is a qualified charity as described in sections 170(c) and 2055(a), Internal Revenue Code

8 Please furnish a copy of the probate inventory and a copy of any writing disposing of tangible personal property, referred to at will Article I

9 If decedent gave a power of attorney to anyone before death, please provide a copy, and a list of all gifts made from decedent's assets by the power of attorney holder

10 Please furnish copies of any amended estate tax return or correspondence with the Internal Revenue Service disclosing additional assets or transfers discovered for this estate since the initial estate tax return was filed

If you wish someone to represent you, please have that person complete the enclosed Power of Attorney, Form 2848, for your signature and return it Please also complete and return the enclosed Form 56, Notice Concerning a Fiduciary Relationship Be certain to attach the proof of Authority required by Form 56, Part II (i.e. certified copy of personal representative's Letters Testamentary, etc)

If any of the above requests for information or documents seem unreasonable, unnecessary, or extremely difficult to comply with because of the facts of this case, please call me We can discuss the situation and, hopefully, resolve the problem to our mutual satisfaction It is the goal of the government to verify the facts, make any necessary changes, and close the examination with the agreement of the taxpayer Thank you, in advance, for your patience with this process

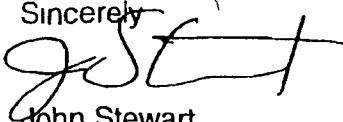
Estate of James J Brown
Mr Buchanan Ms Pope & Mr Sellars
March 24 2009
Page 3 of 3

At the examination end, if it is determined that additional tax, interest or penalty (if appropriate) are due, taxpayer will be requested to enter into an agreement to this determination. If an amount is due, payment of the additional liability will be expected at that time.

Should you have any questions, please contact me.

Thank you for your cooperation in this matter.

Sincerely,



John Stewart
Attorney (Estate Tax)
Employee ID 65-02012

Enclosures Publication 1, Your Rights as a Taxpayer
Notice 609, Privacy Act Notice
Form 56 Notice Concerning Fiduciary Relationship
Form 2848, Power of Attorney & Declaration of Representative
Instructions for Form 2848
Form 4421 Declaration – Executor's Commissions and Attorney's Fees



SA ALL BUSI ESS SELF EMPLOYED DIVISION

March 24, 2009

Mr Robert L Buchanan, Jr
212 Newberry Street, NW
Aiken, SC 29801

Ms Adele Pope
1218 Taylor Street
Columbia, SC 29201

Mr William Sellars, Jr, CPA
4408 Forest Drive, 3rd Floor
Columbia Sc 29206

RE Estate of James Brown

Dear Mr Buchanan, Ms Pope & Mr Sellars

Under new procedures instituted by the Internal Revenue Service, Agents are required to attempt to obtain a "commitment date" from the taxpayer or representative regarding the completion date of the examination

The examination process can be completed in a professional and timely manner when the IRS and Taxpayer/Power of Attorney (POA) work cooperatively together Time is a valuable resource for each of us, therefore, this **Mutual Completion Date Agreement** will provide the framework for timely completion of the audit

Our mutual responsibilities include

- Identifying and discussing potential areas of examination (including adjustments in the Taxpayer's favor) on the tax return
- Requesting and providing pertinent information necessary to determine the deductibility of an expense or inclusion of an income item
- Applying relevant tax information including the Internal Revenue Code (IRC), the Treasury Regulations (Regs), court cases, etc required to make a correct determination
- Keeping all parties advised of any unavoidable delays
- Addressing all parties' questions and concerns raised during the audit
- Keeping all parties fully informed about the information needed, the adjustments being proposed, and the progress of the audit throughout the process, and
- Performing the above responsibilities in a timely manner

Throughout the audit process, I will be available to meet with you and/or your POA, at your request, to resolve issues or address any concerns about the audit My group manager, George Dewey is also available to assist you He may be contacted at 904-665-1300

The initial focus of this examination includes, but is not limited to the following issues The list of issues is not conclusive and issues may be eliminated or added based upon a review of books and records and other information provided during the audit

Adjusted Taxable Gifts, Form 706, page 1, Line 4

Internal Revenue Service Estate Tax Stop 4106JS 5971 Cattlebridge Blvd Sarasota, FL 34232
Telephone 941/378 6425 Fax 941/378 6458

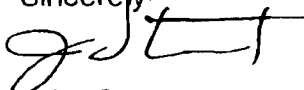
Estate of James Brown
Mr Buchanan Ms Pope Mr Sellars
March 24 2009
Page 2 of 2

Valuation of Personal Property, Schedule F, Item 1
Impact of Litigation Issues Against Estate
Charitable Deduction, Schedule O

Based on the current issues planned for examination and the time frames established, I estimate that this examination should be completed by 10/31/2009 which is my suggestion for a mutual commitment date. This date is subject to change if there are delays in providing requested information, obtaining third party information, or if it is necessary to expand the scope of the examination.

Should you have any questions, please contact me. Thank you for your cooperation in this matter.

Sincerely,



John Stewart
Attorney (Estate Tax)
Employee ID 65 02012

Estate/Trust of James Brown
212 Newberry Street NW
Aiken, South Carolina 29801

Robert L. Buchanan, Jr., Personal Representative

Adele J. Pope, Personal Representative

April 1, 2009

The Honorable Henry Dargan McMaster
Attorney General for the State of South Carolina
State of South Carolina
P O Box 11549
Columbia, SC 29211-1549

CONFIDENTIAL
BY FAX AND MAIL

Re Estate of James Brown
Date of Death December 25, 2006
Estate Tax Return

Dear Attorney General McMaster

Enclosed please find two letters dated March 24, 2009 which we received from the Internal Revenue Service related to the Estate Tax Return of James Brown. Also find in the mailed copy of this letter our letter to the IRS of March 31, 2009 transmitting the March 26 document filed on your behalf and on behalf of certain others.

While we have grave concerns about both the form and substance of the proposed settlement because of the amount it takes from charitable and education funds and the potential Estate Tax problems caused by the "settlement entity" and Right of First Refusal, we, of course, want to work with the IRS to maximize the Estate Tax Charitable Deduction and minimize the possibility of disqualification of The James Brown "I Feel Good" Trust.

We would very much appreciate it if some of the tax experts on your staff would work with us on preparing our responses to the IRS related to the current status of litigation. We want to present these issues to the IRS in a manner consistent with our obligations, but in the light most favorable to the Estate.

Preservation of the maximum amount legally permissible of the approximately \$83 Million claimed Estate Tax Deduction, and \$40 Million in Estate Taxes it is intended to save Mr. Brown's Estate and Trusts is very important to both of us.

Ltr to Attorney General McMaster

April 1, 2009

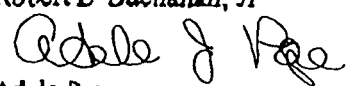
Page 2

Thank you in advance for assigning someone familiar with these issues to work with us

Sincerely,



Robert L. Buchanan, Jr



Adele Pope

Enclosures Letters (2) of John Stewart dated March 24, 2009

EXHIBIT J



GOLD AND COULSON

AKINJX S GOD

11 South LaSalle Street Suite 10 Chicago Illinois
Phone 312 322 0777 Fax 312 322 0118
legjustice on asg@g justice.com

April 2 2009

Honorable Henry Dargin McMaster
Attorney General State of South Carolina
P O Box 11549
Columbia South Carolina 29211-1549

Robert L. Buchanan Jr.
212 Newberry Street N.W.
P O Box 463
Aiken SC 29802
By e-mail

Adèle Pope
Attorney at Law
1218
Taylor Street
Columbia SC 29201
By e-mail

RE ROBERT L. BUCHANAN JR. and ADELE J. POPE as Personal Representatives under
the Will of James Brown and Trustees of The JAMES BROWN 2000 Irrevocable Trust
and its Subtrusts v. CORBIS CORPORATION
Case No. 02 L 005872 pending in the Circuit Court of Cook County Illinois Law
Division

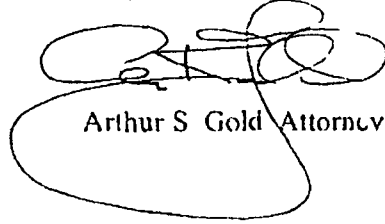
Dear All

As you know the above captioned litigation has been pending in the Circuit Court of
Cook County Illinois for 7 years. The representatives of the Estate of James Brown the
Trustees of The JAMES BROWN 2000 Irrevocable Trust and its Subtrusts and Corbis
Corporation have entered into a tentative agreement to settle this case under the terms of a two
year license agreement that was previously furnished to you all subject to approval by the Court
of Common Pleas Second Judicial Circuit County of Aiken South Carolina

I am the attorney for the Plaintiffs in the Illinois litigation and understand that a concern
has been raised that finalization of this two year license agreement may interfere with any
potential bulk purchase of the assets of the Estate Trust and Subtrusts. I can assure you that such
is not the case. This license agreement would merely become an asset to be transferred along
with other assets in a bulk sale. Pending any such bulk sale the license agreement would be
generating revenues that the Illinois litigation claimed were due the Plaintiffs.

I hope I have clarified any questions that have arisen relative to the license agreement. If
not please do not hesitate to contact the undersigned.

Very truly yours

A handwritten signature in black ink, appearing to read 'Arthur S. Gold'. The signature is stylized with large, overlapping loops and a long horizontal stroke extending to the right.

Arthur S. Gold Attorney for Plaintiffs

C. Julie Bauer Attorney for Defendant by email
ASG cs

C. v. p. 51 as Brown Judge Dugan 1000 wpl

) IN THE COURT OF COMMON PLEAS
) SECOND JUDICIAL CIRCUIT

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) Case No 08-CP-02-1647

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FILED _____ 1 1 2 _____ 200 _____
L. J. Godard
 CC CP & GS
Sharon J. Jansen
 Deputy Clerk

6 In late 1990, I negotiated for Mr James Brown a contract related to his Warner Brothers/BET pay-per-view performance, which garnered one of the largest artist's shares secured for a pay per-view to that date, together with an important reversion right

7 I have represented companies for tour support, corporate sponsorship, contracting with corporate spokespersons and other entertainment-related activities

8 I have written articles for The Entertainment Law and Finance Newsletter The Blues Heaven Foundation Newsletter, Hollywood East Magazine, The Daily Law Bulletin, Screen Magazine, The Illinois Entertainer and the NARAS Foundation Quarterly

9 I remain one of the attorneys of record representing the interests of James Brown in the Corbis Corporation matter pending in the State of Illinois I worked directly with Mr Brown on this matter in the year 2000

10 I worked with James Brown from the initial negotiation of the pay-per-view matter until his death

11 I met Mr Brown through Ralph Bass, who recommended me to him

12 The first time I worked with Mr Brown was December, 1990 when he and his wife, Adrienne, asked me to fly down to Aiken where they interviewed me and asked me to stay overnight. The following day and over the weekend, I represented Mr Brown in the pay-per-view contract negotiations

13 From 1991 until his death I saw Mr Brown at least once a year, either in the Aiken/Augusta area, or when he performed in the Chicago area. When he was in the area, we would, at times, conduct business in his dressing room or motel room

14 We worked on a number of matters during 2000 including a Publishing Agreement executed in August, 2000, a matter related to TKO (England) and his Chastain Park record, a

matter with Rhino Records, matters related to Sara Raya a Live at the Apollo Matter, and an investigation Mr Brown asked me to make into Napster

15 When Mr Brown was working on a Blues Brother film I flew to Toronto and stayed for several days I had an opportunity to be with Mr Brown because I was on the set morning until evening

16 Mr Brown performed and acted professionally throughout all of our dealings

17 My work was generally directly with Mr Brown The Napster investigation was an example of his staying on top of industry trends as they related to his business

18 When Mr Brown and I worked together on a Jerry Springer show, I again observed his professionalism and desire for perfection Mr Brown would not proceed with taping the show until a problem with the sound system was resolved He seemed to have a sense that his work was for posterity

19 Mr Brown's hero was Louis Jordan, from whom he got his "fining" technique for members of his group who did not perform to his standards

20 During my many years with Mr Brown, I saw him do the work of three men He was not only a performer who was meticulous in his craft, he was also a businessman who had numerous matters to deal with, and dealt with them with them, for the most part, successfully He was also a human being who interacted with others successfully

21 I always observed Mr Brown to be competent and professional

22 Mr Brown and I executed a publishing agreement in August, 2000 related to the administration of certain of his publishing and compositions I have no reason to believe he was not fully competent to execute that document, and throughout 2000



SWORN TO before me this
day of March, 2009

Brad Southerton (L S)
Notary Public for Illinois
My Commission expires 12/05/12

FURTHER DEPONENT SAYETH NOT

Jay B. Ross
JAY B. ROSS

03/19/2009

Date

This agreement made this 10th day of August 2008 by and among the Attorney General of South Carolina Larry Brown (natural child of the deceased) Daryl J Brown (natural child of the deceased) individually and on behalf of his minor children Lindsey Delores Brown (age 17) and Janise Vanisha Brown (age 12) Venisha Brown (natural child of the deceased) Deanna J Brown Thomas (natural child of the deceased) individually and on behalf of her minor child Jason Brown-Lewis (age 17) Yamma N Brown Lumar (natural child of the deceased) individually and on behalf of her minor children Sydney [REDACTED] (age 8) and Carrington [REDACTED] (age 6) Tonya Brown (grandchild of James Brown) individually and Tommie Rae Brown (hereinafter Tommie Rae) individually and on behalf of her minor child James B [REDACTED]

The purpose of this agreement is to settle any and all differences among the parties above whose signatures appear below concerning the disposition whether by will or otherwise and/or transfer of any assets owned or controlled by James Brown whether by will, intestacy, trust or nonprobate means state or federal law and based on this the parties hereto agree as follows

1 All parties who sign below hereby recognize and stipulate for all purposes and matters that Tommie Rae was the legal wife of James Brown during his lifetime and at the time of his death and qualifies as his surviving spouse and agree not to contest any claim by Tommie Rae by virtue of her status as surviving spouse and to file any and all appropriate pleadings and documents recognizing and stipulating said status as spouse

2 All parties who sign below hereby recognize and stipulate, for all purposes and matters, that the children and grandchildren who sign below were and are the lawful and/or legitimate biological issue and heirs of James Brown during his lifetime and were in life at the time of his death and qualify as his surviving issue and all parties agree not to contest any claim by any child or grandchild by virtue of his or her status as lawful and/or legitimate issue or as an heir of James Brown and agree to file any and all appropriate pleadings recognizing and stipulating said status of the children and grandchildren named as lawful and/or legitimate issue

3 All parties agree to say nothing negative in public or to any representative of the media about any of the parties hereto or about the terms of any settlement reached herein, whether about their roles in this litigation or their relative positions or status as an heir child, issue, spouse or as a grandchild and will further speak only through counsel or in Court about any matters relative to this case affecting or pertaining to each other or to this settlement This agreement does not prevent any parties from publicly discussing events in court or Orders issued by the Court so long as the parties are not critical of each other nor does this agreement prevent any party from giving interviews or publishing books or articles about their lives so long as they are not critical of each other nor commenting upon the terms of the settlement or the negotiations that lead thereto The parties consent to an Order of the Aiken County Court of Common Pleas or to any appropriate Court to require the parties to comply with the terms of this paragraph of this agreement

4 Tommie Rae all children and all grandchildren (if possible as to the grandchildren) agree to meet in person at a convenient time as soon as reasonably possible to reaffirm in person their mutual support and cooperation as a united group in support of the legacy of James Brown and in

[Handwritten signature]

[Handwritten signatures and text: HJB, JBT, JBT, UB, 12362, 112]

[Handwritten signature]
1 B

further support of the agreements made herein

- 5 It is noted that all parties to this agreement have filed at separate times pleadings objecting to the validity of the August 1 2000 Will of James Brown and the August 1 2000 Irrevocable Trust Tommie Rae the children and grandchildren and the Attorney General of South Carolina (hereinafter the parties) have additionally agreed as follows
- a) that a joint motion or other pleading will be filed seeking the removal of Mr Robert Buchanan and Ms Adele Pope as Personal Representatives of the Estate of James Brown and as Trustees of the the August 1 2000 Irrevocable Trust of James Brown deceased and will mutually agree upon persons to appoint as successor representatives of the estate and trust pursuant to the provisions of applicable law
 - b) that a charitable trust substantially similar to the August 1 2000 Irrevocable Trust (hereinafter the "Charitable Trust") shall be created and/or maintained and shall be valid and enforceable, including but not limited to the possibility of amendment to the August 1 2000 Irrevocable Trust by agreement of all the parties hereto The trustees of the trust shall include at all times one representative selected by the parties hereto who are clients of Levenson and one representative selected by Tommie Rae The trust shall also include an advisory board that shall include some member(s) selected by the parties hereto who are clients of Levenson and one representative selected by Tommie Rae
 - c) that there shall be no DNA testing of any children or grandchildren (or their issue) who are parties to this agreement and all such motions for same will be withdrawn or dismissed by consent of all parties hereto
 - d) that the parties hereto will create an entity (the 'settlement entity') that will receive any and all assets and or proceeds payable to any of the parties, now or in the future by virtue of any rights of James Brown any of the entities of James Brown, the Estate of James Brown the August 1 2000 James Brown Irrevocable Trust the Charitable Trust and/or any rights the parties hereto have as heirs, devisees and/or successors to James Brown for any purpose including not limited to copyright royalty persona image likeness, etc The parties will divide any and all such assets and or proceeds in the following proportions for as long as such assets and proceeds are paid into said entity or any successor entity thereto (1) 50% to Charitable Trust, (2) 25% to Tommie Rae Brown which includes any share attributable to James Brown II and (3) 25% to all parties hereto represented by Louis Levenson as they agree among themselves Tommie Rae hereby waives any spousal right she may have to such assets to the extent that they might otherwise exceed 25% thereof The parties hereto represented by Levenson waive any right they may have to such assets to the extent that they might otherwise exceed 25% thereof
 - e) All parties hereto waive any claim or right to seek forfeiture against any party pursuant to any in terrorem and/or no-contest clause under any will or trust of James Brown, and specifically agree that any and all contests that were brought were brought in good faith

LSB DBT
DBT RUB
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and with probable cause

- f) The promissory note and security deed currently due from the parties hereto represented by Levenson to the Estate of James Brown (with respect to the property known as Pops house which is the home of the father of James Brown) will be marked satisfied and paid in full by the settlement entity for no additional payment being due
- g) In the event that any party brings to the settlement entity any offer culminating in a contract to purchase property and/or rights from the settlement entity if such party's efforts are disclosed to the estate or trust or the settlement entity acting for said estate or trust then such party shall be entitled to a finder's or broker's fee as shall be negotiated to the extent reasonable and appropriate under applicable law
- h) In the event that the property at 430 Douglas Drive, Beech Island SC, is sold by the settlement entity, the parties hereto who are clients of Levenson shall have the right of first refusal to purchase said property at the Aiken County Tax Assessor's appraised value therefor as of the most recent assessment before the purchase. In the event the parties hereto who are clients of Levenson shall decline to exercise such right and close the sale within 120 days of the giving of the notice of the right of first refusal then Tommie Rae shall have a right of next refusal for the next 120 days on the same terms as set forth above after she receives notice thereof
- i) The parties agree that a trust similar to the Brown Educational Trust under the 2000 Irrevocable Trust will be established for the grandchildren of James Brown, and their issue for as long as allowed under the applicable Rule Against Perpetuities but in no event lasting for a period longer than 90 years from December 25, 2006. This Brown family educational trust shall be funded with a principal amount of \$2 million which shall be carved out from the share of assets and proceeds payable to the Charitable Trust. Upon the termination of this Brown family educational trust, the remaining principal and any undistributed income shall be distributed to the charitable trust
- j) The parties agree that any and all will and trust contests will be dismissed
- k) The parties agree to use their best efforts to extinguish any other outstanding interests or claims by any potential heir, devisee or successor and to the extent the termination of such interest or claim requires payment for such payment to be made from the settlement entity which of necessity would be allocated among the parties to the settlement entity pro rata in aliquot shares
- l) The parties agree that the settlement entity and/or the parties will endeavor to create an appropriate and respectful museum or other memorial burial place acceptable to the settlement entity in which to maintain the remains of James Brown preferably at 430 Douglas Drive Beech Island if feasible. If such is not accomplished within 7 years from date then in that event the remains will be interred in the cemetery where the parents of James Brown currently are located in Augusta, GA with the settlement entity paying

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4 B.

expenses of relocation Parties hereto represented by Levenson Tommie Rae and James Brown II shall all have reasonable opportunities to visit privately the gravesite upon reasonable notice The parties hereby waive any right to otherwise direct the location of the gravesite as a result of their status under law The parties consent to an Order of the Aiken County Court of Common Pleas or to any appropriate Court to require the parties to comply with the terms of this paragraph of this agreement

6 This agreement is a private binding agreement among the parties hereto Although the parties hereto may agree to ask the Court to approve this agreement this agreement remains binding among the parties and applies to personal representatives and trustees even if not approved by the Court

7 This agreement is binding on the heirs successors and assigns of the parties hereto

James Levenson 8/10/08

Tommie Brown
8/10/08

Tommie Brown
8/10/08

James Brown
James Brown

Deanna B. Thomas
Deanna B. Thomas for
Yammya Brown
Deanna B. Thomas for
Yammya Brown
Yammya Brown

ADDENDUM TO PRIVATE AGREEMENT
OF AUGUST 10 2008
TO INCLUDE
SETTLEMENT AGREEMENT
WITH TERRY BROWN
CREATING RESTATED AND AMENDED PRIVATE AGREEMENT

WHEREAS, Henry D McMaster Attorney General of South Carolina (the "Attorney General"), Tommie Rae Brown, individually and on behalf of her minor child, James B. [REDACTED] Larry Brown individually and on behalf of his minor children, Lindsey Delores Brown and Janise [REDACTED] B. [REDACTED] Venusha Brown, Deanna J Brown Thomas, individually and on behalf of her minor child, Jason Brown-Lewis, Yamma N Brown Lumar, individually and on behalf of her minor children, Sydney [REDACTED] and Carrington L. [REDACTED] Daryl J Brown, and Tonya Brown (the 'Settling Parties') entered into a private, binding agreement dated August 10, 2008 (the 'Agreement') to settle any and all differences among them concerning the disposition, by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or non-probate means, as well as any and all benefits conferred by state and/or federal law as a result of the death of James Brown (a copy of said Agreement is attached hereto as Exhibit A),

WHEREAS, Paragraph 5(k) of the Agreement provides that "the parties agree to use their best efforts to extinguish any other outstanding interests or claims by any potential heir, devisee, or successor and to the extent the termination of such interest or claim requires payment, for such payment to be made from the settlement entity, which of necessity would be allocated among the parties to the settlement entity pro-rata in aliquot shares", and

WHEREAS, the Settling Parties and Terry Brown (the 'parties') have come to an agreement to settle any and all differences among them concerning the disposition, by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or non-probate means, as well as any and all benefits conferred by state and/or federal law as a result of the death of James Brown, and the parties desire to memorialize said agreement in this addendum to the Agreement dated August 10, 2008 (the "Addendum")

km
1 NOW, THEREFORE, for and in consideration of one dollar and the mutual promises and agreements contained herein, the undersigned parties agree as follows The Agreement shall be amended and restated and shall be applicable to all parties, such that the provisions of the Agreement are incorporated herein except to the extent amended by this Addendum In settlement, the parties each shall contribute and assign to the Settlement Entity, described below, pursuant to a contribution agreement attached as Exhibit B (or in such other form as may be agreed to by all the parties), all of such respective party's rights and interest in any assets or proceeds whatsoever to be received or payable to any of the parties, now or in the future, by virtue of any rights of James Brown, any of the entities of James Brown the Estate of James Brown, the August 1, 2000 James Brown Irrevocable Trust, in any probate or non-probate assets tangible and intangible, included in the gross estate of James Brown, as well as any and all rights and interests in any assets outside of the gross estate of James Brown and/or any rights the

parties have as heirs, devisees, and/or successors to James Brown for any purpose, including, but not limited to, any royalties, trademarks termination rights and other interests created by federal copyright statute or laws for heirs at law the Beuch Island real estate, all of the James Brown intellectual property rights to persona image, likeness, royalties etc (collectively the 'James Brown Assets') Each of the individual parties is entering into this Addendum in his or her individual capacity, and to the extent stated hereinabove, parents represent their minor children and the Attorney General is acting on behalf of all the charitable beneficiaries of the James Brown Assets The allocation of the net income and/or disposition proceeds of the James Brown Assets described in this Addendum is made in settlement of any and all differences among the parties concerning the disposition, by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust or non-probate means, as well as any and all benefits conferred by state and/or federal law as a result of the death of James Brown

2 The parties agree that this Addendum is the final and complete agreement of the parties and that they, individually and collectively shall be bound by the terms, conditions, obligations, rights and benefits set forth in the Agreement and this Addendum, all as provided herein

3 Larry Brown, Venisha Brown Deanna J Brown Thomas, Yamma N Brown Lumar, Daryl Brown, and Terry Brown ("the Brown Adult Children"), The Attorney General of South Carolina on behalf of the charitable beneficiaries of the James Brown Assets and Tommie Rae Brown will each be separate beneficiaries of the Settlement Entity The share of each such beneficiary in the net income and principal of the Settlement Entity shall be known as the "Distributional Interests" The Settlement Entity is provided for in Paragraph 11 B below in this Addendum

4 All costs and expenses of the Settlement Entity shall be shared proportionately by the parties Thus, the net distributable proceeds of any income or disposition proceeds received by the Settlement Entity will be net of the expenses such as but not limited to the following settlement costs of any lawsuits, reasonable fees to the manager or trustee of the settlement entity for their services, payments, if any, to former trustees in settlement of their claims, estate taxes, any other customary fees and expenses, such as legal, accounting and investment banking fees associated with the sale of Assets, any income and estate taxes applicable to the restructuring of the estate and related entities and the sale of the Assets and any other expenses directly related to the business of the Settlement Entity

5 The parties agree that Terry Brown shall have the exclusive right to conduct a due diligence review of all of the James Brown Assets owned by the Settlement Entity for a period of six (6) months from the date the James Brown Assets are received by the Settlement Entity (the 'Exclusivity Period') During this Exclusivity Period, the parties and the Settlement Entity shall furnish to Terry Brown and his financial and professional advisors and representatives, access to all information and materials relating to such of the James Brown Assets as may be in the possession or control of the Settlement Entity give Terry Brown the right to conduct a completely transparent process to solicit offers for the purchase of the James Brown Assets, and in furtherance thereof to employ with the consent of and on behalf of the settlement entity, such investment bankers accountants, and attorneys, on a contingent fee basis but not at the expense

of the Settlement Entity as he may deem reasonably necessary to investigate, prepare and offer for sale all of the James Brown Assets owned by the Settlement Entity Terry Brown, individually, shall not have the right to sell the James Brown Assets Only the Settlement Entity shall have the right to decide on a sale and it shall not be under any obligation to accept any offers brought by or through the due diligence and solicitation process conducted by Terry Brown during the Exclusivity Period or by any of the parties at any time All customary closing costs, including but not limited to any finder's fee, shall be paid by the Purchaser

6 All the parties acknowledge and agree that any sale of all or any portion of the James Brown Assets during the Exclusivity Period or under Terry Brown's first right of refusal may contain terms that Terry Brown shall have a continuing financial interest in the after-sale appreciation of the James Brown Assets (not in the value of the James Brown Assets as of the closing of the sale and that Terry Brown may have a non financial representative role for the James Brown family in any purchase of the James Brown Assets

7 During the Exclusivity Period, the parties other than Terry Brown shall not and the Settlement Entity shall not solicit, encourage, entertain, discuss or accept offers from any other parties with respect to the sale, transfer, license or other disposition of any of the James Brown Assets, except in furtherance of the process conducted by Terry Brown

8 In the event that any of the parties brings an offer for the purchase of the James Brown Assets pursuant to the process during the Exclusivity Period or afterwards that culminates in a sale of all or any portion of the James Brown Assets from the Settlement Entity, then such party shall be entitled to a finder's or broker's fee of two percent (2%) of the proceeds (as customarily determined in similar transactions) to be paid by the Purchaser pursuant to any such offer All potential buyers presented to or introduced to the Settlement Entity by Terry Brown or by his advisors or as a result of the process conducted by Terry Brown during the Exclusivity Period shall be deemed to be offers that Terry Brown brings to the Settlement Entity

9 Each of the parties agrees for himself or herself, and his or her financial and professional advisors and representatives (the "Reviewers")

HBW
a To retain and not disclose any or all Confidential Information for seven (7) years after sale of the James Brown Assets Confidential Information means any proprietary information or otherwise confidential information relating to the James Brown Assets (which does not rise to the level of a trade secret) which is or has been disclosed to a party or of which the party became aware as a consequence of this Addendum or the due diligence and sale of the James Brown Assets The parties further agree that they shall not disclose, including in any publication, or transfer to any party or use for its benefit or the benefit of any third party any Confidential Information other than as authorized by the Settlement entity in writing beforehand, provided however that Terry Brown may use such Confidential Information during the Exclusivity Period in the performance of due diligence and in connection with soliciting offers for the James Brown Assets This obligation of confidentiality shall not apply to Confidential Information that a Reviewer can demonstrate, by competent evidence (i) was already known to Reviewer prior to disclosure or development hereunder, (ii) was in the public domain at the time of disclosure or development hereunder, or (iii) becomes generally available to the public

through no fault of Reviewer, or (iv) Reviewer receives from a third party that does not have an obligation of confidentiality to the Brown Entities and who may lawfully disclose same. To the extent required by legal process, subpoena, warrant or court order, Reviewer may disclose Confidential Information, provided that Reviewer shall first notify the Settlement Entity as soon as reasonably possible, and permit the Settlement Entity to take steps, at the Settlement Entity's expense, to oppose or limit the required disclosure. All trade secrets are also confidential information but shall be and remain confidential for so long as they remain a trade secret under applicable law.

b Upon the written request of the Settlement Entity, Reviewer will return to the Settlement Entity all documents and materials that embody, set forth, incorporate or reference any Confidential Information, including without limitation all copies of any data, and other recorded, printed or reproduced material provided by the Settlement Entity.

10 a The parties and the Settlement Entity do hereby unconditionally and irrevocably grant to Terry Brown an absolute and superior Right of First Refusal to purchase any and all of the James Brown Assets (whether on an asset or stock basis) to be sold in any Proposed Transfer (the "Offered Assets") at the same price and on terms and conditions as those offered to or by a Prospective Transferee. This Right of First Refusal shall begin on the date hereof and continue until the tenth (10) anniversary of the date of this Addendum. In connection with this Right of First Refusal, The parties, individually or collectively as the Settlement Entity, must deliver a written Proposed Transfer Notice to Terry Brown not later than sixty (60) days prior to the consummation of any Proposed Transfer. The Proposed Transfer Notice shall contain the material terms and conditions of the Proposed Transfer and the identity of the Prospective Transferee. Terry Brown may exercise his Right of First Refusal as to the Offered Assets described in the Proposed Transfer Notice by giving written notice to the Settlement Entity c/o the South Carolina Attorney General within thirty (30) days after delivery of the Proposed Transfer Notice of the Offered Assets he wishes to purchase. Any failure of Terry Brown to deliver such written notice within such thirty (30)-day period shall be deemed an election by Terry Brown not to purchase the Offered Assets, and the Right of First Refusal hereby granted shall, with respect to the Offered Assets, thereupon terminate and be of no further validity or effect.

Hom b The terms and conditions of any sale pursuant to this Paragraph 10 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction, subject to the terms of the Proposed Transfer, unless otherwise mutually agreed by Terry Brown and the Settlement Entity. The closing of the purchase of the Offered Assets by Terry Brown shall take place by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Transfer and (ii) ninety (90) days after delivery of the Proposed Transfer Notice to Terry Brown. All payments for the offered Rights shall be made by Terry Brown to the Settlement Entity at closing.

c As used herein the following definitions are applicable:

"Person" means a natural person, a corporation, a limited liability company, a general or limited partnership, a trust, an estate, a joint venture, any governmental entity or any other entity or organization.

Proposed Transfer" means any assignment sale, license, pledge, mortgage, hypothecation encumbrance or other disposition or encumbrance of any or all of the James Brown Assets (or any interest therein) proposed to a party or to the Settlement Entity by any Person and which the party or the Settlement Entity desires to accept, or has accepted subject to the terms of this Addendum

"Proposed Transfer Notice" means written notice from a party or the Settlement Entity to Terry Brown setting forth the terms and conditions of a Proposed Transfer

"Prospective Transferee" means any Person to whom the Settlement Entity proposes to make a Proposed Transfer

"Right of First Refusal" means the right as specifically stated herein, but not an obligation, of Terry Brown, or his permitted transferees or assigns, to purchase some or all of the James Brown Assets with respect to a Proposed Transfer, on the terms and conditions specified in the Proposed Transfer Notice

11 **Additional Amendments to Agreement**

A Paragraph 5(b) is amended and restated to read as follows

 A charitable trust substantially similar to the charitable trust in the August 1, 2000 Irrevocable Trust (hereinafter the 'Charitable Trust') shall be created by the Attorney General with the advice and counsel of the parties. The trustee and any successor trustee of the Charitable Trust shall be chosen by the South Carolina Attorney General (the "Charitable Trust Trustee"). The trust shall also include an advisory board that shall include as many members as the Attorney General shall decide from time to time and at any time but will include one member selected by Tommie Rae Brown and one selected by each of the Brown Adult Children. The Advisory Board shall serve at the pleasure of and on such terms as the Attorney General shall decide and their governance roles shall be solely advisory. The Charitable Trust shall also have as many "Honorary Family Trustees," as the Attorney General shall decide, from time to time and at any time but will include one selected by Tommie Rae Brown and one selected by each of the Brown Adult Children. These Honorary Family Trustees will serve on the same terms and conditions as the Advisory Board and they will be representative of the family of James Brown. The Honorary Family Trustees will represent the family of James Brown and shall be properly identified as such representative for all trust functions and activities.

B Paragraph 5(d) is amended and restated to read as follows

The parties, as settlors, will create a trust called the James Brown Legacy Trust, a copy of which is attached hereto as Exhibit C (or such other legal entity as the parties unanimously select and organize) to be the settlement entity (the

“Settlement Entity”) The Settlement Entity shall receive, hold, manage and be authorized to sell the James Brown Assets. The trustee and any successor trustee for the Settlement Entity shall be selected by the Attorney General. The parties hereto recognize that the result of the original Compromise and Agreement among the Settling Parties was to give the Charitable Trust a 50% interest in the James Brown Assets and the Settlement Entity, subject to the funding of the grandchildren’s private educational trust and a pro-rata share of expenses and income. Treating the addition of Terry Brown to the settlement agreement as an expense creates the following result after accounting for such expense. The Distributional Interest of the parties shall now be (1) 47.5% to the Charitable Trust, (2) 23.75% to Tommie Rae Brown, which includes any share attributable to James Brown II, and (3) 4.79% to each of the Brown Adult Children. Tommie Rae Brown hereby waives any spousal right she may have to such Distributional Interests to the extent that they might otherwise exceed 23.75% thereof. The Brown Adult Children waive any right he or she may have to such Distributional Interests to the extent that they might otherwise each exceed 4.79% hereof. However, for voting purposes in the Settlement Entity, except as otherwise specified, the Charitable Trust shall have a 50% share, the Brown Adult Children shall share equally in a 25% share, and Tommie Rae Brown shall have a 25% share.

C Paragraph 5(l) is amended and restated to read as follows

 The parties agree that the Settlement Entity and/or the parties will endeavor to create an appropriate and respectful museum or other memorial burial place acceptable to the Settlement Entity in which to maintain the remains of James Brown, preferably at 430 Douglas Drive, Beech Island, if feasible. If such is not accomplished within 7 years from date, then in that event the remains will be interred in the cemetery where the parents of James Brown currently are located in Augusta, GA. The parties hereto (other than the South Carolina Attorney General) shall all have reasonable opportunities to visit privately the gravesite upon reasonable notice. The parties hereby waive any right to otherwise direct the location of the gravesite as a result of their status under law. The parties consent to an Order of the Aiken County Court of Common Pleas or to any appropriate Court to require the parties to comply with the terms of this paragraph of this Addendum.

12 All the parties hereto agree to be responsible for payment of their own respective legal fees

13 If any time any federal or state agency determines that any part of this Addendum shall endanger the tax-exempt status of the Charitable Trust, and that decision becomes final and non appealable, then the parties shall take such curative action as is necessary to prevent any such loss of tax-exempt status by the charitable trust. If the curative action involves the payment of estate taxes attributable to a party other than the Charitable Trust, the estate taxes shall be allocated against that party’s share.

14 Each party hereto acknowledges and agrees that any breach of this Addendum will result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including seeking specific performance or the rescission of purchases, sales and other transfers of the James Brown Assets not made in strict compliance with this Addendum)

15 If there is a conflict in the terms or conditions of this Addendum and the terms of the Agreement the Addendum shall control

16 Any amendments to this Addendum must be in writing executed by all of the parties (or their legal representatives) hereto

17 The parties agree that in the event of disagreement among the parties as to the terms or the meaning of any provision of this Addendum which the parties are unable to resolve among themselves then, upon written demand of any party hereto the parties shall enter into non-binding mediation and shall use their best efforts to resolve such conflict or disagreement

18 This Addendum is subject to and shall be interpreted according to the law of the State of South Carolina

19 Any term or condition of this Addendum may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Addendum, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Addendum on any future occasion. All remedies, either under this Addendum or by Law or otherwise afforded, will be cumulative and not alternative

20 The terms and provisions of this Addendum are intended solely for the benefit of the parties hereto and their respective successors, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person

21 Neither this Addendum nor any right, interest or obligation hereunder may be assigned by any of the parties hereto (whether by operation of Law or otherwise) without the prior written consent of the other parties, except that Tommie Rae Brown may assign all or part of her interest to or for the benefit of James Brown II. Any assignment in violation of the preceding sentence shall be void. This Addendum is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors

22 This Addendum shall be deemed to have been drafted by all of the parties and no presumption or burden of proof shall be construed against any party as the drafter of this Addendum

23 If any provision of this Addendum is held to be illegal, invalid or unenforceable under any present or future Law and if the rights or obligations of any party hereto under this

Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Addendum will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and (c) the remaining provisions of this Addendum will remain in full force and effect and will not be affected by the illegal invalid or unenforceable provision or by its severance

24 This Addendum may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument

25 The parties agree to furnish upon request to each other such further information, to execute and deliver to each other such documents, and to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Addendum

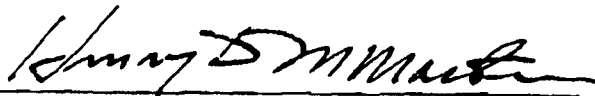
26 This Addendum is a private binding agreement among the parties hereto Although the parties hereto may agree to ask the Court to approve this Addendum, this Addendum remains binding among the parties and applies to personal representatives and trustees even if not approved by the Court

27 This Addendum is binding on the heirs, successors, and assigns of the parties hereto

IN WITNESS WHEREOF the parties or their duly authorized representatives have set their hands and seals as of this ____ day of _____, 2009



Terry Brown



Henry D. McMaster, Attorney General of
South Carolina

Tommie Rae Brown, individually and on behalf of
her minor child, James Brown II

Larry Brown

Venisha Brown

Deanna J Brown Thomas, individually and on
behalf of her minor child, Jason Brown-Lewis

Yamma N Brown Lumar, individually ad on
behalf of her minor children, Sydney [REDACTED] and
Carrington [REDACTED]

Daryl J Brown, individually and on behalf of his
minor child, Janise [REDACTED] [REDACTED]

Tonya Brown

HTM

Cc Aiken County Probate Court

Louis Levenson

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Atlanta, Ga 30303

Robert Rosen

✓ 18 Broad St
Charleston, S C 29401

✓ David Bell

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✓ 44 State St
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✓ P O Drawer 7125
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PO Box 11704
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**ADDENDUM TO PRIVATE AGREEMENT
OF AUGUST 10 2008
TO INCLUDE
SETTLEMENT AGREEMENT
WITH TERRY BROWN
CREATING RESTATED AND AMENDED PRIVATE AGREEMENT**

WHEREAS, Paragraph 5(k) of the Agreement provides that "the parties agree to use their best efforts to extinguish any other outstanding interests or claims by any potential heir, devisee, or successor and to the extent the termination of such interest or claim requires payment, for such payment to be made from the settlement entity, which of necessity would be allocated among the parties to the settlement entity pro-rata in aliquot shares", and

WHEREAS, the Settling Parties and Terry Brown (the "parties") have come to an agreement to settle any and all differences among them concerning the disposition, by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or non-probate means, as well as any and all benefits conferred by state and/or federal law as a result of the death of James Brown, and the parties desire to memorialize said agreement in this addendum to the Agreement dated August 10, 2008 (the "Addendum")

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TLED

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[Handwritten initials]

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parties have as heirs, devisees, and/or successors to James Brown for any purpose, including, but not limited to, any royalties, trademarks, termination rights and other interests created by federal copyright statute or laws for heirs at law the Beech Island real estate, all of the James Brown intellectual property rights to persona, image, likeness, royalties etc (collectively the 'James Brown Assets') Each of the individual parties is entering into this Addendum in his or her individual capacity, and to the extent stated hereinabove, parents represent their minor children, and the Attorney General is acting on behalf of all the charitable beneficiaries of the James Brown Assets. The allocation of the net income and/or disposition proceeds of the James Brown Assets described in this Addendum is made in settlement of any and all differences among the parties concerning the disposition, by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or non-probate means, as well as any and all benefits conferred by state and/or federal law as a result of the death of James Brown.

2 The parties agree that this Addendum is the final and complete agreement of the parties and that they, individually and collectively, shall be bound by the terms, conditions, obligations, rights and benefits set forth in the Agreement and this Addendum, all as provided herein

3 Larry Brown, Venisha Brown, Deanna J Brown Thomas, Yamma N Brown Lumar, Daryl Brown, and Terry Brown ("the Brown Adult Children"), The Attorney General of South Carolina on behalf of the charitable beneficiaries of the James Brown Assets, and Tommie Rae Brown will each be separate beneficiaries of the Settlement Entity. The share of each such beneficiary in the net income and principal of the Settlement Entity shall be known as the "Distributional Interests." The Settlement Entity is provided for in Paragraph 11 B below in this Addendum

4 All costs and expenses of the Settlement Entity shall be shared proportionately by the parties. Thus, the net distributable proceeds of any income or disposition proceeds received by the Settlement Entity will be net of the expenses such as but not limited to the following: settlement costs of any lawsuits, reasonable fees to the manager or trustee of the settlement entity for their services, payments, if any, to former trustees in settlement of their claims, estate taxes, any other customary fees and expenses, such as legal, accounting and investment banking fees associated with the sale of Assets, any income and estate taxes applicable to the restructuring of the estate and related entities and the sale of the Assets and any other expenses directly related to the business of the Settlement Entity

5 The parties agree that Terry Brown shall have the exclusive right to conduct a due diligence review of all of the James Brown Assets owned by the Settlement Entity for a period of six (6) months from the date the James Brown Assets are received by the Settlement Entity (the "Exclusivity Period"). During this Exclusivity Period, the parties and the Settlement Entity shall furnish to Terry Brown and his financial and professional advisors and representatives, access to all information and materials relating to such of the James Brown Assets as may be in the possession or control of the Settlement Entity. Give Terry Brown the right to conduct a completely transparent process to solicit offers for the purchase of the James Brown Assets, and in furtherance thereof to employ, with the consent of and on behalf of the settlement entity, such investment bankers, accountants, and attorneys, on a contingent fee basis but not at the expense

of the Settlement Entity, as he may deem reasonably necessary to investigate, prepare and offer for sale all of the James Brown Assets owned by the Settlement Entity. Terry Brown individually, shall not have the right to sell the James Brown Assets. Only the Settlement Entity shall have the right to decide on a sale and it shall not be under any obligation to accept any offers brought by or through the due diligence and solicitation process conducted by Terry Brown during the Exclusivity Period or by any of the parties at any time. All customary closing costs, including but not limited to any finder's fee, shall be paid by the Purchaser.

6 All the parties acknowledge and agree that any sale of all or any portion of the James Brown Assets during the Exclusivity Period or under Terry Brown's first right of refusal may contain terms that Terry Brown shall have a continuing financial interest in the after-sale appreciation of the James Brown Assets (not in the value of the James Brown Assets as of the closing of the sale and that Terry Brown may have a non financial representative role for the James Brown family in any purchase of the James Brown Assets.

7 During the Exclusivity Period, the parties other than Terry Brown shall not and the Settlement Entity shall not solicit, encourage, entertain, discuss or accept offers from any other parties with respect to the sale, transfer, license or other disposition of any of the James Brown Assets, except in furtherance of the process conducted by Terry Brown.

8 In the event that any of the parties brings an offer for the purchase of the James Brown Assets pursuant to the process during the Exclusivity Period or afterwards that culminates in a sale of all or any portion of the James Brown Assets from the Settlement Entity, then such party shall be entitled to a finder's or broker's fee of two percent (2%) of the proceeds (as customarily determined in similar transactions) to be paid by the Purchaser pursuant to any such offer. All potential buyers presented to or introduced to the Settlement Entity by Terry Brown or by his advisors or as a result of the process conducted by Terry Brown during the Exclusivity Period shall be deemed to be offers that Terry Brown brings to the Settlement Entity.

9 Each of the parties agrees for himself or herself and his or her financial and professional advisors and representatives (the "Reviewers")

HDM
a. To retain and not disclose any or all Confidential Information for seven (7) years after sale of the James Brown Assets. Confidential Information means any proprietary information or otherwise confidential information relating to the James Brown Assets (which does not rise to the level of a trade secret) which is or has been disclosed to a party or of which the party became aware as a consequence of this Addendum or the due diligence and sale of the James Brown Assets. The parties further agree that they shall not disclose, including in any publication, or transfer to any party or use for its benefit or the benefit of any third party, any Confidential Information other than as authorized by the Settlement entity in writing beforehand, provided however that Terry Brown may use such Confidential Information during the Exclusivity Period in the performance of due diligence and in connection with soliciting offers for the James Brown Assets. This obligation of confidentiality shall not apply to Confidential Information that a Reviewer can demonstrate, by competent evidence (i) was already known to Reviewer prior to disclosure or development hereunder, (ii) was in the public domain at the time of disclosure or development hereunder, or (iii) becomes generally available to the public.

through no fault of Reviewer or (iv) Reviewer receives from a third party that does not have an obligation of confidentiality to the Brown Entities and who may lawfully disclose same. To the extent required by legal process, subpoena, warrant, or court order, Reviewer may disclose Confidential Information, provided that Reviewer shall first notify the Settlement Entity as soon as reasonably possible, and permit the Settlement Entity to take steps, at the Settlement Entity's expense, to oppose or limit the required disclosure. All trade secrets are also confidential information but shall be and remain confidential for so long as they remain a trade secret under applicable law.

b. Upon the written request of the Settlement Entity, Reviewer will return to the Settlement Entity all documents and materials that embody, set forth, incorporate or reference any Confidential Information, including without limitation all copies of any data, and other recorded, printed or reproduced material provided by the Settlement Entity.

10 a. The parties and the Settlement Entity do hereby unconditionally and irrevocably grant to Terry Brown an absolute and superior Right of First Refusal to purchase any and all of the James Brown Assets (whether on an asset or stock basis) to be sold in any Proposed Transfer (the "Offered Assets") at the same price and on terms and conditions as those offered to or by a Prospective Transferee. This Right of First Refusal shall begin on the date hereof and continue until the tenth (10) anniversary of the date of this Addendum. In connection with this Right of First Refusal, the parties, individually or collectively as the Settlement Entity, must deliver a written Proposed Transfer Notice to Terry Brown not later than sixty (60) days prior to the consummation of any Proposed Transfer. The Proposed Transfer Notice shall contain the material terms and conditions of the Proposed Transfer and the identity of the Prospective Transferee. Terry Brown may exercise his Right of First Refusal as to the Offered Assets described in the Proposed Transfer Notice by giving written notice to the Settlement Entity c/o the South Carolina Attorney General within thirty (30) days after delivery of the Proposed Transfer Notice of the Offered Assets he wishes to purchase. Any failure of Terry Brown to deliver such written notice within such thirty (30)-day period shall be deemed an election by Terry Brown not to purchase the Offered Assets, and the Right of First Refusal hereby granted shall, with respect to the Offered Assets, thereupon terminate and be of no further validity or effect.

Hom
b. The terms and conditions of any sale pursuant to this Paragraph 10 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction, subject to the terms of the Proposed Transfer, unless otherwise mutually agreed by Terry Brown and the Settlement Entity. The closing of the purchase of the Offered Assets by Terry Brown shall take place by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Transfer and (ii) ninety (90) days after delivery of the Proposed Transfer Notice to Terry Brown. All payments for the offered Rights shall be made by Terry Brown to the Settlement Entity at closing.

c. As used herein, the following definitions are applicable:

"Person" means a natural person, a corporation, a limited liability company, a general or limited partnership, a trust, an estate, a joint venture, any governmental entity or any other entity or organization.

“Proposed Transfer” means any assignment, sale, license, pledge, mortgage, hypothecation, encumbrance, or other disposition or encumbrance of any or all of the James Brown Assets (or any interest therein) proposed to a party or to the Settlement Entity by any Person and which the party or the Settlement Entity desires to accept, or has accepted subject to the terms of this Addendum

“Proposed Transfer Notice” means written notice from a party or the Settlement Entity to Terry Brown setting forth the terms and conditions of a Proposed Transfer

“Prospective Transferee” means any Person to whom the Settlement Entity proposes to make a Proposed Transfer

“Right of First Refusal” means the right as specifically stated herein, but not an obligation, of Terry Brown, or his permitted transferees or assigns, to purchase some or all of the James Brown Assets with respect to a Proposed Transfer, on the terms and conditions specified in the Proposed Transfer Notice

11 **Additional Amendments to Agreement.**

A Paragraph 5(b) is amended and restated to read as follows

 A charitable trust substantially similar to the charitable trust in the August 1, 2000 Irrevocable Trust (hereinafter the “Charitable Trust”) shall be created by the Attorney General with the advice and counsel of the parties. The trustee and any successor trustee of the Charitable Trust shall be chosen by the South Carolina Attorney General (the “Charitable Trust Trustee”). The trust shall also include an advisory board that shall include as many members as the Attorney General shall decide from time to time and at any time but will include one member selected by Tommie Rae Brown and one selected by each of the Brown Adult Children. The Advisory Board shall serve at the pleasure of and on such terms as the Attorney General shall decide and their governance roles shall be solely advisory. The Charitable Trust shall also have as many “Honorary Family Trustees,” as the Attorney General shall decide, from time to time and at any time but will include one selected by Tommie Rae Brown and one selected by each of the Brown Adult Children. These Honorary Family Trustees will serve on the same terms and conditions as the Advisory Board and they will be representative of the family of James Brown. The Honorary Family Trustees will represent the family of James Brown and shall be properly identified as such representative for all trust functions and activities.

B Paragraph 5(d) is amended and restated to read as follows

The parties, as settlors will create a trust called the James Brown Legacy Trust, a copy of which is attached hereto as Exhibit C (or such other legal entity as the parties unanimously select and organize) to be the settlement entity (the

"Settlement Entity") The Settlement Entity shall receive, hold, manage and be authorized to sell the James Brown Assets. The trustee and any successor trustee for the Settlement Entity shall be selected by the Attorney General. The parties hereto recognize that the result of the original Compromise and Agreement among the Settling Parties was to give the Charitable Trust a 50% interest in the James Brown Assets and the Settlement Entity, subject to the funding of the grandchildren's private educational trust and a pro-rata share of expenses and income. Treating the addition of Terry Brown to the settlement agreement as an expense creates the following result after accounting for such expense. The Distributional Interest of the parties shall now be (1) 47.5% to the Charitable Trust, (2) 23.75% to Tommie Rae Brown, which includes any share attributable to James Brown II, and (3) 4.79% to each of the Brown Adult Children. Tommie Rae Brown hereby waives any spousal right she may have to such Distributional Interests to the extent that they might otherwise exceed 23.75% thereof. The Brown Adult Children waive any right he or she may have to such Distributional Interests to the extent that they might otherwise each exceed 4.79% hereof. However, for voting purposes in the Settlement Entity, except as otherwise specified, the Charitable Trust shall have a 50% share, the Brown Adult Children shall share equally in a 25% share, and Tommie Rae Brown shall have a 25% share.

C Paragraph 5(l) is amended and restated to read as follows:

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The parties agree that the Settlement Entity and/or the parties will endeavor to create an appropriate and respectful museum or other memorial burial place acceptable to the Settlement Entity in which to maintain the remains of James Brown, preferably at 430 Douglas Drive, Beech Island, if feasible. If such is not accomplished within 7 years from date, then in that event the remains will be interred in the cemetery where the parents of James Brown currently are located in Augusta, GA. The parties hereto (other than the South Carolina Attorney General) shall all have reasonable opportunities to visit privately the gravesite upon reasonable notice. The parties hereby waive any right to otherwise direct the location of the gravesite as a result of their status under law. The parties consent to an Order of the Aiken County Court of Common Pleas or to any appropriate Court to require the parties to comply with the terms of this paragraph of this Addendum.

12 All the parties hereto agree to be responsible for payment of their own respective legal fees.

13 If any time any federal or state agency determines that any part of this Addendum shall endanger the tax-exempt status of the Charitable Trust, and that decision becomes final and non appealable, then the parties shall take such curative action as is necessary to prevent any such loss of tax-exempt status by the charitable trust. If the curative action involves the payment of estate taxes attributable to a party other than the Charitable Trust, the estate taxes shall be allocated against that party's share.

14 Each party hereto acknowledges and agrees that any breach of this Addendum will result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including seeking specific performance or the rescission of purchases, sales and other transfers of the James Brown Assets not made in strict compliance with this Addendum)

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17 The parties agree that in the event of disagreement among the parties as to the terms or the meaning of any provision of this Addendum which the parties are unable to resolve among themselves, then, upon written demand of any party hereto the parties shall enter into non-binding mediation and shall use their best efforts to resolve such conflict or disagreement

18 This Addendum is subject to and shall be interpreted according to the law of the State of South Carolina

19 Any term or condition of this Addendum may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Addendum, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Addendum on any future occasion. All remedies, either under this Addendum or by Law or otherwise afforded, will be cumulative and not alternative

20 The terms and provisions of this Addendum are intended solely for the benefit of the parties hereto and their respective successors, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person

21 Neither this Addendum nor any right, interest or obligation hereunder may be assigned by any of the parties hereto (whether by operation of Law or otherwise) without the prior written consent of the other parties, except that Tommie Rae Brown may assign all or part of her interest to or for the benefit of James Brown II. Any assignment in violation of the preceding sentence shall be void. This Addendum is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors

22 This Addendum shall be deemed to have been drafted by all of the parties and no presumption or burden of proof shall be construed against any party as the drafter of this Addendum

23 If any provision of this Addendum is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this

Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Addendum will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and (c) the remaining provisions of this Addendum will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance

24 This Addendum may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument

25 The parties agree to furnish upon request to each other such further information, to execute and deliver to each other such documents, and to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Addendum

26 This Addendum is a private binding agreement among the parties hereto. Although the parties hereto may agree to ask the Court to approve this Addendum, this Addendum remains binding among the parties and applies to personal representatives and trustees even if not approved by the Court

27 This Addendum is binding on the heirs, successors, and assigns of the parties hereto

IN WITNESS WHEREOF the parties or their duly authorized representatives have set their hands and seals as of this ____ day of _____, 2009



Terry Brown



Henry D. McMaster, Attorney General of
South Carolina

Tommie Rae Brown, individually and on behalf of
her minor child James Brown II



Larry Brown

Vanisha Brown by Deanna J. Thomas 3/25/09
Attorney in fact
Vanisha Brown

Deanna J. Brown Thomas 3/25/09
Deanna J. Brown Thomas, individually and on
behalf of her minor child, Jason Brown Lewis

Yamma N. Brown Lumar 3/25/09
Yamma N. Brown Lumar, individually and on
behalf of her minor children, Sydney Lumar and
Carrington Lumar

Daryl J. Brown
Daryl J. Brown, individually and on behalf of his
minor child, Janise Vanisha Brown

Tonya Brown

Jason Brown Lewis

Lindsey DeFord Brown
Lindsey DeFord Brown

HTM

Venisha Brown

Deanna J Brown Thomas, individually and on
behalf of her minor child, Jason Brown-Lewis

Yamma N Brown Lumar, individually ad on
behalf of her minor children, Sydney [REDACTED] and
Carrington [REDACTED]

Daryl J Brown, individually and on behalf of his
minor child, Janise [REDACTED] [REDACTED]

Tonya Brown

Jason Brown Lewis

HTM

Cc Aiken County Probate Court

Louis Levenson

✓ 125 Broad St S W
Atlanta, Ga 30303

Robert Rosen

✓ 18 Broad St
Charleston, S C 29401

✓ David Bell

P O Box 1011
Augusta, Ga 30903

Bill Tucker

P O Box 517
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✓ Stephen Slothiver

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James Nance
PO Box 2881
Aiken, SC 29802

✓ Jan Warner
PO Box 11704
Columbia, SC 29211-1704

CONTRIBUTION AGREEMENT

WHEREAS, the undersigned parties, all of whom are litigants in various civil actions involving the estate of James Brown, who died on December 25, 2006, entered into a private, binding agreement dated August 10, 2008 as amended and restated by the Addendum dated _____, 2009 to Private Agreement of August 10, 2008 to Include Settlement Agreement with Terry Brown Creating Restated and Amended Private Agreement (the 'Agreement') to settle any and all differences among them concerning the disposition, by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or non-probate means, as well as any and all benefits conferred by state and/or federal law as a result of the death of James Brown (a copy of said Agreement is attached hereto as Exhibit A and its terms incorporated herein),

WHEREAS, the parties hereto recognize the necessity of supplementing the Agreement in order to further explain the rights and obligations of the parties thereto and the procedures to be followed there under, and

WHEREAS, the parties hereto agree that it is appropriate to set forth such rights, obligations and procedures pursuant to the Agreement in this Contribution Agreement,

NOW, THEREFORE, the undersigned parties agree as follows

- 1 The terms of the Agreement are hereby confirmed and are fully incorporated herein by reference thereto and capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement
- 2 Each party hereto shall and does hereby contribute and assign to the James Brown Legacy Trust (the "Legacy Trust"), which the parties hereto agree to execute in substantially the form attached hereto as Exhibit B, , all of such respective party's rights and interest in any assets or proceeds to be received or payable to any of the parties, now or in the future, by virtue of any rights of James Brown, any of the entities of James Brown, the Estate of James Brown, the August 1 2000 James Brown Irrevocable Trust and the charitable trust created thereunder, in any probate or non-probate assets, tangible and intangible, included in the gross estate of James Brown, as well as any and all rights and interests in any assets outside of the gross estate of James Brown, and/or any rights the parties have as heirs, devisees, and/or successors to James Brown for any purpose including, but not limited to, any rights and interests created by federal copyright statute, the Beech Island real estate, royalty, persona, image, likeness, etc (collectively, the "James Brown Assets
- 3 The parties hereto recognize that the result of the original Compromise and Agreement among the Settling Parties was to give the Charitable Trust a 50%

interest in the James Brown Assets and the Settlement Entity, subject to funding the grandchildren's private education trust and a pro-rata share of expenses and income. Treating the addition of Terry Brown to such settlement agreement as an expense creates the following result after accounting for such expense

The parties will divide any and all such assets and or proceeds of the Settlement Entity in the following proportions for as long as such assets and proceeds are paid into said entity or any successor entity thereto

(a) Forty-seven and one-half percent (47.5%) to the Trustee(s) of the trusts provided for under Articles V of the James Brown Irrevocable Trust Agreement dated August 1, 2000 (the "James Brown Trust") (such trusts being the "I Feel Good" Trust or the "Charitable Trust" further described in Article VII of the James Brown Trust and the "Brown Family Education Trust" further described in Article VI of the James Brown Trust), provided, however that the first \$2,000,000 payable pursuant to this Distributional Interest shall be payable solely to the Trustee(s) of the Brown Family Education Trust and the balance solely to the Trustee(s) of the Charitable Trust (the Charitable Trust and the Brown Family Education Trust are referred to herein as the "Brown Trusts"),

(b) Twenty-three and three-fourths percent (23.75%) to Tommie Rae Brown, which interest shall be a distributional interest that is devisable and/or descendable pursuant to the laws of the State of South Carolina, and

(c) Four and seventy-nine hundredths percent (4.79%) to each of the Brown Adult Children, each of which interests shall be a distributional interest that is devisable and/or descendable pursuant to the laws of the State of South Carolina

- 4 The parties hereunder recognize that it may be difficult at this time to value accurately the interests and rights being contributed hereunder to the Legacy Trust. However, the parties are reasonably informed that a large portion of the value of the assets and interests contributed hereunder resides in the rights granted to heirs under the federal copyright laws. Accordingly, the parties recognize that the beneficial interests in the Legacy Trust received pursuant to the Agreement and this Contribution Agreement by Tommie Rae Brown and/or by the Brown Adult Children may be of a lesser value than the interests they are contributing to the Legacy Trust pursuant to this Agreement

5 Estate taxes to be paid as a result of the distribution of estate assets as agreed upon in the Agreement shall be paid as set forth in Article 5.1 of the Legacy Trust. All the parties hereto agree to be responsible for payment of their own respective legal fees

6 Upon execution of this Contribution Agreement by the undersigned parties, said parties shall file a Petition for Approval of the entire Agreement with the Court of Common Pleas for the Second Judicial Circuit of South Carolina. The Agreement and this Contribution Agreement shall remain binding and enforceable among the parties hereto whether or not approved by any Court.

7 If any time any federal or state agency determines that any part of this Agreement shall endanger the tax-exempt status of the Charitable Trust, the parties hereto shall take such curative action as is necessary to prevent any such loss of tax-exempt status by the Charitable Trust. If the curative action involves the payment of estate taxes attributable to a party other than the Charitable Trust, the estate taxes shall be allocated against that party's share.

8 The Agreement and this Contribution Agreement are binding on the heirs, successors and assigns of the parties hereto.

9 Any amendments to the Agreement or to this Contribution Agreement must be in writing executed by each of the parties hereto or by such party's legal representative.

10 The parties agree that in the event of disagreement among the parties as to the terms or the meaning of any provision of the Agreement or of this Contribution Agreement which the parties are unable to resolve among themselves, then, upon written demand of any party hereto the parties shall enter into non-binding mediation and shall use their best efforts to resolve such conflict or disagreement.

11 The Agreement and this Contribution Agreement are subject to and shall be interpreted according to the law of the State of South Carolina.

This Agreement may be executed in multiple identical counterparts, but each shall be construed to be part of the complete Agreement.

Executed this ____ day of _____, 2009

Henry D. McMaster, Attorney General of
South Carolina

Tommie Rae Brown, individually and on
behalf of her minor child, James Brown II

Larry Brown

Venisha Brown

Deanna J Brown Thomas, individually and
on behalf of her minor child, Jason Brown-
Lewis

Yamma N Brown Lumar, individually and
on behalf of her minor children, Sydney
[REDACTED] and Carrington [REDACTED]

Daryl J Brown,, individually and on behalf
of his minor child, Ianise [REDACTED] [REDACTED]

Tonya Brown

Terry Brown

STATE OF SOUTH CAROLINA)
)
) THE JAMES BROWN LEGACY TRUST
)
 COUNTY OF AIKEN)

THE JAMES BROWN LEGACY TRUST

This Trust Agreement is made this ____ day of _____, 2009, and is executed by the Settlor (collectively hereinafter known as the 'Settlor') (i) the Attorney General of South Carolina, (ii) Tommie Rae Brown, and (iii) Larry Brown, Venisha Brown, Deanna J Brown Thomas, Yamma N Brown Lamar, Daryl Brown and Terry Brown, (the "Brown Adult Children") and _____, as the Trustee This trust shall be known as The James Brown Legacy Trust (the "Trust")

**ARTICLE I
ESTABLISHMENT OF TRUST**

Pursuant to the Contribution Agreement of even date herewith, the Settlor have irrevocably paid over, assigned, granted, conveyed, transferred and delivered, and by this Agreement do hereby irrevocably pay over, assign, grant, convey, transfer and deliver unto the Trustee the property described in Schedule A (also referred to herein as the "James Brown Assets"), annexed hereto and made a part hereof This property and any other property that may be transferred to the Trustee in the future and any 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
ACCEPTANCE BY TRUSTEE**

The Trustee herein above named has agreed to accept said Trusteeship and all interests in property which may come to the Trustee by reason of this Agreement for the benefit and use of the Beneficiaries (as defined in Section 11.2 below), all in accordance with the provisions hereinafter set forth In keeping therewith, the Trustee is hereby vested with all right, title, and interest in and to such assets as are listed on Schedule A and is authorized and empowered to exercise and enjoy for the purposes of the Trust herein created and as absolute owner of those assets, all the options, benefits, rights and privileges that go with such assets

**ARTICLE III
STATEMENT OF INTENT**

This Trust Agreement and the Trust it creates are irrevocable and this Trust is intended to comply with the Private Agreement of August 10, 2008 ('Original Agreement') as amended by the Addendum dated _____, 2009 to the Private Agreement of August 10, 2008 to Include Settlement Agreement with Terry Brown Creating Restated and Amended Private Agreement (as amended, the "Agreement") (a copy of which is attached hereto as Exhibit A) ('Private Agreement'), and the Contribution Agreement dated _____, 2009 (a copy of which is

attached hereto as Exhibit B) ("Contribution Agreement"), as the same may be amended or modified by any addenda thereto executed by the Settlers or their duly authorized agents. Any capitalized term not defined herein shall have the meaning ascribed to it in the Agreement.

ARTICLE IV PURPOSE

The Trustee is specifically granted the authority to accept and retain liquid and/or illiquid and/or non income producing assets as Trust investments, specifically being those assets which may have passed to the Settlers' hereof on account of the death of James Brown. The purpose contemplated in the establishment of the Trust is that it engage in the management and holding of liquid and/or illiquid assets received by the Beneficiaries on account of the death of James Brown and contributed to this Trust, including, but not limited to, real estate, limited liability and other closely held companies, partnerships, and corporations, as well as various sorts of intangible property, including copyrights, termination and transfer rights, as well as the right to exploit the name and image of James Brown, all of which are to be managed, invested and/or sold for the benefit of the Trust and its Beneficiaries. It is contemplated that the Trustee shall have the right to buy, sell, lease, license, incorporate and in all other manner modify or exploit for profits for the benefit of the Trust all of such assets and property (tangible, intangible, intellectual or other). In establishing this Trust, the Settlers contemplate that the Trustee will engage in complex transactions and that the Trustee will expend (and are authorized to expend) trust funds on attorneys, accountants, advisors, agents and the appropriate experts in the fulfillment of its duties as Trustee.

ARTICLE V PAYMENTS OF EXPENSES AND DISTRIBUTIONS OF PROPERTY

5.1 Beneficiaries and Distributional Interests The Trustee shall hold all assets contributed to this Trust and shall distribute the net income and the principal of the Trust to the Beneficiaries in accordance with their beneficial ownership interests in the Trust assets (the "Distributional Interests").

The Beneficiaries recognize that the result of the Original Agreement was to give the "I Feel Good" Trust (as hereinafter defined) a 50% interest in the James Brown Assets and the Settlement Entity (as defined in the Agreement), subject to the funding of educational trust described below and a pro-rata share of expenses and income (except as expressly provided below with respect to legal expenses). Treating the addition of Terry Brown to the settlement arrangement set out in the Agreement as an expense results, after accounting for such expense, in the following Beneficiaries and their respective Distributional Interests:

(a) Forty-seven and one-half percent (47.5%) to the Trustee(s) of the trusts provided for under Article V of the James Brown Irrevocable Trust Agreement dated August 1, 2000 (the "James Brown Trust") (such trusts being the "I Feel Good" Trust or the "Charitable Trust" further described in Article VII of the James Brown Trust and the "Brown Family Education Trust" further described in Article VI of the James Brown Trust), provided, however that the first \$2,000,000 payable pursuant to this Distributional Interest shall be payable solely to the Trustee(s) of the Brown Family Education Trust.

and the balance solely to the Trustee(s) of the Charitable Trust (the Charitable Trust and the Brown Family Education Trust are referred to herein as the "Brown Trusts"),

(b) Twenty-three and three-fourths percent (23 75%) to Tommie Rae Brown, which interest shall be a distributional interest that is devisable and/or descendable pursuant to the laws of the State of South Carolina, and

(c) Four and seventy-nine hundredths percent (4 79%) to each of the Brown Adult Children, each of which interests shall be a distributional interest that is devisable and/or descendable pursuant to the laws of the State of South Carolina

Any distributions of principal to the Trust Beneficiaries shall be in accordance with the same percentage interests

All distributions shall be net of estate administrative expenses, taxes and legal expenses necessary to enable the estate to properly determine the respective interests of the parties, provided that netting such legal expenses shall not reduce the distributional share of the Brown Trusts below forty-seven and one-half percent (47 5%)

5 2 Income in Respect of a Decedent Income of this trust which is income in respect of a decedent for federal or state estate and income tax purposes shall be distributed first to the trustee of the Charitable Trust (assuming the Brown Family Education Trust has been fully funded) as to all or a portion of such trust's share hereunder to the extent that such order of distribution does not cause the shares of the Brown Adult Children or Tommie Rae Brown to be funded with an amount less than the amount with which such shares would be funded if it were not for the provisions of this Article 5 2

5 3 Sale of Assets Upon the sale of all or substantially all of the assets of the Trust, the Trustee shall distribute the Trust assets to the Beneficiaries according to Section 5 1 and the Trust shall terminate In addition, upon the partial liquidation of the assets of the Trust, the Trustee shall distribute the proceeds of the liquidation to the Beneficiaries according to the Distributional Interest, such that the Beneficiaries may receive, from time to time, distributions of principal as well as net income To the extent that estate or inheritance taxes should be due as a result of the death of Tommie Rae Brown or any Brown Adult Children, or any other beneficiaries with respect to any Distributional Interest in this Trust, the Trustee and Beneficiaries agree that they shall make a good faith effort to consider mechanisms to provide liquidity for such taxes

ARTICLE VI LIMITATIONS ON POWERS OF TRUSTEE, VOTING

6 1 Actions of Trustee Requiring Approval of Beneficiaries The Trustee shall have all of the powers described in Article 9, below, provided, however, the Trustee shall require approval of a two-thirds majority of the voting interests held by all the Beneficiaries in order to

- (a) sell all or substantially all of the assets of the Trust, and
- (b) except as provided in section 5 3, terminate the Trust

For purposes of voting by the Beneficiaries hereunder, the Charitable Trust shall have a 50% voting interest, Tommie Rae Brown, a 25% voting interest, and the Brown Adult Children, a 25% voting interest in the aggregate, which shall be divided equally among the six of them, and may be voted separately by each individual. Any such vote shall be made by each Beneficiary by or through its acting fiduciary in the case of entities having a fiduciary, or by or through the individual, agent under power of attorney or personal representative or other acting fiduciary in the cases of Tommie Rae Brown and the Brown Adult Children.

6 2 Notice of Vote The Trustee or any Beneficiary may at any time request a vote of the Beneficiaries as to any such matter as may require a vote under this Agreement by giving notice and a request to all the Beneficiaries for a vote pursuant to the terms of Sections 8 3 and 8 4, below. If a noticed Beneficiary does not respond with its vote on the applicable matter in writing within 30 days after such time as the notice is deemed to have been given, such Beneficiary shall no longer have the right to vote on such matter.

ARTICLE VII RESIGNATION, REMOVAL, APPOINTMENT AND SUCCESSION OF TRUSTEE

7 1 Resignation and Appointment Procedure Any person or organization at any time serving as Trustee hereunder may resign at any time by providing written notice to all the Beneficiaries (or to the parents, guardians of the person, or persons having custody of a Beneficiary who is a minor or otherwise not sui juris) currently entitled to income or principal, setting forth the effective time and date of such resignation on or before such effective time, subject to and only effective upon the appointment and qualification of a successor Trustee, provided, however, that a successor trustee has been duly appointed and has accepted such appointment.

All Trustee appointments and removals permitted hereunder shall be made by an acknowledged instrument delivered to the Trustee then acting, if any, and, when applicable, to the appointee, and shall become effective on the date or upon the happening of the event specified in the instrument and may be revoked in the same manner at any time before the successor qualifies.

7 2 Right to Remove and Replace The Trustee of the Trust shall be chosen and appointed by the South Carolina Attorney General, who has the power and right to remove and replace the Trustee.

7 3 Disability of a Trustee The determination that a Trustee is a disabled person shall be made by a court of competent jurisdiction.

7 4 Termination of Trustee Powers An outgoing Trustee upon the effective date of removal, resignation, or incapacity, shall cease to have any powers or discretion hereunder. At the earliest possible date after a Trustee ceases for any reason to be a Trustee hereunder, there shall be delivered to such Trustee's successor hereunder all of the assets (Trust or otherwise) which were in the possession of such Trustee and there shall be made available to each successor Trustee a complete financial record and inventory of assets affected thereby. With respect to any

properties thus transferred by the outgoing Trustee or by such Trustee's representative, such Trustee shall be discharged of all further duties and obligations

7 5 Successor Trustee Powers and Authority Each successor Trustee, upon assumption of such position, shall have the same powers, rights, discretion, duties, and obligations as the predecessor Trustee Title to the entire property (of the Trust or otherwise) shall automatically vest in any successor Trustee without the necessity of any conveyance The assumption of authority by a successor Trustee shall not be complete until such successor executes a written acceptance of such appointment showing the authority for such succession (a copy of which shall promptly be delivered personally or sent by certified mail to the outgoing Trustee or to such Trustee's legal representative) Any corporation into which any corporate Trustee acting hereunder shall be merged or converted, or with which it shall be consolidated, or any corporation resulting from any merger, conversion, reorganization or consolidation to which all or substantially all of its trust business shall be transferred, shall be the successor of such corporate Trustee hereunder, without the execution or filing of any instrument or the performance of any further act and shall have the same powers, authorities and discretions as though originally named in this instrument

7 6 Exoneration from Liability for Acts of Prior Trustees Each successor Trustee shall be exempt from any liability in any way related to the prior actions or omissions of the previous Trustees, and each shall be entitled to accept as conclusive any accountings and statement of assets furnished by any predecessor Trustee

ARTICLE VIII TRUSTEE PROVISIONS

8 1 Trustee Compensation For services as a Trustee, the Trustee is entitled to receive an amount which is reasonable for the services rendered at the time services are rendered, as agreed upon by the Trustee and a majority of the Beneficiaries, voting as provided for in Article VI herein If for any reason, there are multiple Trustees serving, the Trustees, collectively, shall share such fee If there is a corporate Trustee serving as Trustee, the corporate Trustee shall be entitled to reasonable compensation for the services rendered, but in no event shall such compensation be more than an amount which is competitively determined to be reasonable for the services rendered among organizations providing similar such services For the purpose of determining Trustee's fees payable hereunder, any and all Trusts hereunder shall be treated as one Trust

8 2 Inventory, Appraisals, Bond Except as otherwise required by law, the Trustee shall not be required to file any inventory or appraisal or any annual or other returns or reports to any court or to give bond in any jurisdiction, but, upon request, shall make available a statement of receipts and disbursements and an investment review of the assets of any Trust created hereunder at least annually to each person then eligible to receive distributions from such Trust, and each then present beneficiary thereof

8 3 Notice Any notice or other instrument required or permitted to be given, made, executed, or delivered hereunder shall be in writing duly signed by (or, where permitted hereunder, on behalf of) the party or parties giving, making, or executing the same and shall be

physically delivered or sent by certified or express mail (or equivalent postal or private express service) to all parties, if any, entitled thereto (when so sent, such notice or communication shall be plainly addressed to such person at such person's last known address) The address for all notices to Beneficiaries shall be as set forth opposite their signatures below, provided that any Beneficiary may change such address by written notice to all parties hereto in accordance with this Section 8.3 Any such instrument required to be given or sent to the estate of any deceased or incapacitated person shall be physically delivered or sent, in like manner, to the personal representative (or one of the personal representatives) of such person at such representative's last known address or, if there be no such personal representative known to the sender, to the estate of such person at his or her last known address

Instruments shall be considered delivered (i) if sent by mail or express service, on the third day following the date of its receipt by the postal service (or such express service), as evidenced by a dated postal (or express) service receipt showing the addressee's name and proper address (as described above), (ii) if sent by facsimile, upon receipt by the sender of a confirmation of receipt from the addressee's facsimile machine indicating (a) the correct telephone number of the addressee's facsimile machine and (b) receipt of the correct number of pages sent as properly received, or (iii) if sent by e-mail upon receipt by the sender of a confirmation from the addressee's e-mail address indicating that the addressee has opened the e-mail

In all other cases, the date of actual physical delivery shall be the effective date of delivery and, except as such instrument may specifically provide for a later effective date, it shall be effective for all purposes from such date

Copies of all instruments of amendment, revocation, exercise of power, designation, release, disclaimer, etc., as well as of trustee resignation, removal, appointment, and/or acceptance, the original of which shall be kept with the Trust records, shall, upon request, be promptly delivered or sent by mail by the Trustee receiving or initiating the same to each other then interested party (i.e., the other then Trustee or Trustees, if any, of the affected Trust or Trusts, and each then beneficiary of the affected Trust or Trusts)

8.4 Notice to Disabled Parties If a person who is a disabled person (who is not otherwise represented by a personal representative or guardian or not otherwise entitled to notice by a procedure provided for in this Agreement) is a party to any legal proceeding relating in any manner to any trust created hereunder, service of process upon the disabled person shall not be required if another individual, who is not a disabled person, is a party to the proceeding and has the same interest as the disabled person

ARTICLE IX TRUSTEE POWERS

In the administration of the Trust, the Trustee shall have all of the powers granted by law, including but not limited to the powers granted to trustees by the South Carolina Trust Code (S.C. Code Section 62-7-101, et seq.), which powers shall not be revoked or reduced if said statutes should hereafter be repealed or restrictively amended Without limiting the foregoing,

the Trustee shall also have the following powers (which shall apply equally to any other trust created pursuant to this Agreement)

9 1 Right to Retain Assets The Trustee is specifically granted the authority to accept and retain the James Brown Assets, whether these are liquid and/or illiquid and/or non-income producing assets, as Trust investments, subject however to the purpose contemplated in the establishment of the Trust as set out in Article IV

9 2 Investments and Reinvestments Subject to Articles IV and VI to invest or reinvest in and to sell and/or to sell short such securities or other property, real or personal (whether within or without the United States) as the Trustee shall determine, to lease all or part of the real or personal property of the estate or trust even for a term longer than the probable duration of any trust, to grant options for the renewal of leases, and to retain any property received by them for such periods as they determine (including specifically retention of, or investment in, assets which may be for the use of the beneficiary or beneficiaries of any such Trust), even though such asset or assets may not be of a character, or of such a percentage of the total Trust, as would otherwise be deemed proper Trust investments and shall have the right to convert any or all assets of any Trust held hereunder into any other form of asset, diversified or undiversified as they shall determine. The Settlers request that the Trustee honor the wishes of the Beneficiaries as to the disposition or retention of any original property of the Trust, or any Trust asset which is of a personal use nature, unless the Trustee determines that such wishes are clearly in contradiction to the purposes and terms of any the Trusts

9 3 Conveyance of Assets To convey an absolute fee in possession of any land, and full ownership of any personalty comprising a part of the Trust and to sell, exchange, mortgage, partition, pledge, improve or otherwise alter any real or personal property comprising a part of the Trust, at public or private sale, at such price and upon such terms as the Trustee shall deem proper and to lease the same for a term extending beyond the life of the Trust without prior application to any court for permission to do so

9 4 Non-Traditional Investments In addition to the powers granted under this Article, the Trustee (other than any beneficiary) is expressly authorized to acquire and retain investments not regarded as traditional for trusts. The Trustee may invest in any type of property, wherever located, including any security or option, improved or unimproved real property, and tangible or intangible personal property, and in any manner, including direct purchase, joint ventures, partnerships, limited partnerships, limited liability companies, restricted stocks, foreign debt, equity or real estate investments, corporations, mutual funds or other forms of participation or ownership and may sell or write options on assets of the Trust

9 5 Management and Holding of Assets To invest and reinvest all or part of the assets of the Trust created hereunder in interests formed principally for the commingling of assets for investment, such as partnerships limited liability companies, and common trust funds, including any common trust fund of any corporate Trustee, including registered mutual funds for which any Trustee hereunder, or an affiliate of any Trustee, provides investment advisory, custodial or other services for compensation paid from such funds, to execute trades of securities by, purchase from or sell securities to the dealer portfolio of, and purchase securities from the underwriting position of any affiliate of any Trustee, to employ banks, trust companies,

securities brokerage firms and/or independent investment advisors or managers (collectively, "Agents or Advisors"), including affiliates of any Trustee, located anywhere within or without the United States (including themselves), at the discretion of the Trustee, but at the expense of the Trust, as custodian or agent, and to designate and employ such persons to give investment advice and to hold and manage discretionary investment or trading accounts, to have stock and securities registered in the name of such agent or custodian or nominee thereof without designation of fiduciary capacity, and to appoint such agent, bank, trust company, or securities brokerage firm to perform such other ministerial functions as the Trustee may direct. While such stock or securities are in the custody of any such bank, trust company, or securities brokerage firm, the Trustee shall be under no obligation to inspect or verify such stock or securities nor shall the Trustee be responsible for any loss by such bank, trust company, or securities brokerage firm. The Trustee shall not be responsible for the act, default or omission of any such Agent or Advisor except to the extent that the Trustee has been negligent or exhibited willful misconduct in the selection of such Agent or Advisor. The Trustee shall not be liable for relying absolutely on any apparently valid documents or the opinions of counsel and advisors to the Trust.

9.6 Consolidation and Division of Assets To hold and administer the assets of the Trust created hereby in one or more consolidated funds, in whole or in part, in which any separate trusts shall have undivided interests. Generally, and subject only to the provisions of this instrument, the Trustee shall hold, manage, control, use, invest, reinvest and dispose of trust properties to the same extent as may a fee simple owner of such properties.

9.7 Borrowing To borrow such sums, on a secured or unsecured basis, from any source (including themselves), for such period and upon such terms as they deem necessary or convenient in the administration of the Trust, and to secure any such loan by mortgage or pledge. To maintain margin account(s) and to make such pledges of and other undertakings with respect to assets as the Trustee deems advisable in connection with the establishment and maintenance of such account or accounts. No lender shall be bound to see to or be liable for the application of the proceeds, and no Trustee shall be personally liable for sums borrowed, and each such loan shall be payable only out of assets of the Trust.

9.8 Lending To lend all or any portion of the funds of the Trust created hereunder to any beneficiary, with or without security and with or without interest, to make any Trust property available as security for a loan obligation or undertaking made or to be made by any beneficiary, or to guarantee a loan to be made to, or any obligation to be assumed by, any beneficiary (notwithstanding in each case that the beneficiary may also be a Trustee), subject to those terms and conditions as the Trustee may in Trustee's discretion impose.

9.9 Receipts, Disbursements and Allocations To allocate receipts and disbursements between income and principal in such manner as the Trustee (other than any beneficiary) determine, even though a particular allocation may be inconsistent with otherwise applicable state law, provided, however, that this power shall not apply to permit any allocation of administration expenses to income that would require a reduction in the estate tax marital deduction (pursuant to IRC § 2056(b)(4)) or charitable deduction (pursuant to Treas. Reg. § 20.2055-3(b)), as the case may be. Upon the sale or other disposition of property which has been unproductive or underproductive of income, no part of the proceeds received shall be allocated to income, except (1) in the case of property qualifying for the marital deduction, in which case such

allocation shall follow state law, and (ii) in the discretion of the Trustee (other than any Beneficiary)

9 10 Distributions Without the consent of any Beneficiary, the Trustee (other than any beneficiary) may make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property real or personal, or an undivided interest, or partly in cash and partly in such property, and to do so without making pro-rata distributions of specific assets. In addition, the Trustee is authorized to select specific assets in funding fractional share distributions and is not required to select a percentage of each specific asset. The Trustee shall, however, when making distributions, take into account any appreciation and depreciation of the assets and use reasonable efforts to fairly allocate gains and losses among the Beneficiaries.

9 11 Occupancy and Use Except as may be otherwise specified elsewhere in this instrument as to any specific property, the Trustee shall have the power to permit any person having an interest in the income of any trust created hereunder to occupy real property or to use personal property held by any such trust upon such terms as the Trustee deems proper whether rent-free or for the payment of taxes insurance maintenance and ordinary repairs or other expenses, or upon such other terms and conditions as the Trustee determines.

9 12 Related Party Transactions To sell to or purchase from, at fair market value at the time of such purchase, property of any character from any trust the Settlor may have established and to retain such property so long as the Trustee hereunder may deem advisable, whether or not such property is of the class in which Trustee are authorized by law or any rule of court to invest, and to make loans to or borrow from, the Trust upon such terms and conditions as the Trustee deems advisable.

9 13 Management of Closely Held Businesses In connection with (a) the continuation or operation of any business or investment interests which become a part of the Trust under this instrument (whether on initial funding, by purchase by the Trustee, by bequest or otherwise), or (b) the establishment of any new business or investment, the Trustee are specifically authorized (i) to invest sums or additional sums in any such business even to the extent that the Trust may be invested largely or entirely in that business (ii) to hold the interest in any form, including, but not limited to, general or limited partnership interests, and (iii) to act as or to select other persons to act as directors, officers, agents, or in other capacities with respect to the business, and to be compensated for those services (and for any other services rendered by them in respect of the operation of the business) without regard to their being a Trustee under this Agreement. Such power shall include the power to organize either alone or jointly with others new corporations partnerships limited partnerships limited liability companies or other business entities, and generally to exercise with respect to the continuance, management, sale or liquidation of any business which the Trust may own or in which it may be financially interested, or of any new business or business interest, all the powers which an outright owner of such business could have exercised.

9 14 Division or Combination of Trusts In the event that the Trustee determines that it is more feasible or advisable to administer the Trust or any shares or interests created hereunder as separate trusts or shares (whether for tax (including a desire to enable any such trust to qualify as an eligible shareholder of an S corporation), administrative, liability, environmental, or other

reasons), the Trustee shall have the power to divide the Trust into further trusts or shares. The Trustee shall also have the power to combine any such trust created hereunder with any other trust, whether created by the Settlers or another person, if the terms of the trusts are substantially the same and the Trustee are the same.

9 15 Power to Deal With Environmental Hazards To use and expend any Trust income and principal (i) to conduct environmental assessments, audits, and site monitoring, (ii) to take all appropriate remedial action to contain, cleanup or remove any environmental hazard, (iii) to institute legal proceedings concerning environmental hazards or contest or settle legal proceedings, (iv) to comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards, and (v) to employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. The Trustee shall also have the power (a) to require, as a prerequisite to accepting as an addition to any Trust hereunder any property, real or personal, from any person, that the transferring party provide evidence satisfactory to the Trustee that the property is not subject to such environmental hazards as the Trustee may specify, (b) to decline to serve as a fiduciary or to resign if the potential individual liability relating to environmental problems conflicts with fiduciary duties, (c) to set aside as a separate trust, to be held and administered upon the same governing terms as any other trust or trusts for any one or more of the beneficiaries hereunder which the Settlers may have established, any interests in property, for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state, or local environmental law, and (d) to disclaim any power which, in the sole discretion of such Trustee, will or may cause any such Trustee to be considered an "owner" or "operator" of property, or which shall otherwise cause such Trustee to incur liability under CERCLA or any other federal, state, or local law, rule or regulation. The Trustees shall not be personally liable to any beneficiary of the Trust created hereunder, or to any other party interested in the Trust created hereunder, for any claim against any trust for the diminution in value of trust property arising from the compliance by the Trustee with any federal, state, or local law, rule, or regulation. Any expenses incurred by the Trustee under this paragraph may be charged against income or principal as the Trustee (other than a beneficiary) shall determine.

9 16 Uneconomical Trusts If at any time any trust created hereunder has a net asset value (adjusted for inflation by the Consumer Price Index from the date hereof), as determined by the Trustee, of Fifty Thousand (\$50,000) Dollars or less, the Trustee (other than any beneficiary), in their sole and absolute discretion, if they determine that it is uneconomical to continue such Trust, may terminate such Trust and distribute the Trust Estate to the Trust's then Beneficiaries in proportion to their Distributional Interests in the Trust.

9 17 Determinations To determine what property is covered by general descriptions in this instrument.

9 18 Limitations Notwithstanding the foregoing, nothing in this instrument shall be construed as permitting a beneficiary who may also be a Trustee of any trust created hereunder to exercise any rights or powers which may be in excess of any limitations imposed by law or elsewhere in this instrument upon the exercise of such powers (such as, for example, those limited by ascertainable standards, or otherwise prohibited to such Trustee).

ARTICLE X
ADDITIONAL ASSIGNMENTS AND CONTRIBUTIONS

10 1 Further Assurances The Settlor's covenant and agree to make, execute and deliver to the Trustee such other and further assignments, and instruments as the Trustee may reasonably deem necessary or appropriate to effectuate the purposes of this Agreement

10 2 Additional Contributions The Settlor's, and any other person with the Trustee's consent, shall have the right at any time and from time to time, by deed, assignment or other conveyance executed during his or her lifetime, to contribute cash, securities and/or other property to the Trust created under this Agreement

ARTICLE XI
DEFINITIONS

11 1 Trustee, Fiduciary, Personal Representative The words "Trustee", "fiduciary", and/or "personal representative", or any modifying or substituted pronouns therefor shall include singular and plural, as well as the masculine, feminine and neuter genders thereof and shall apply equally to the personal representative, fiduciary, or trustee named herein and to any successor or substitute fiduciary, trustee or personal representative acting hereunder, and such successor or substitute shall possess all the rights, powers and duties and the authority and responsibility conferred upon the fiduciary, trustee and/or personal representative originally named herein

11 2 Beneficiaries The term "Beneficiary" shall mean the Beneficiaries named or described in Section 5 1 hereof and, where applicable, their heirs, devisees, and successors

ARTICLE XII
TERMINATION OF TRUSTS

Notwithstanding anything to the contrary which would cause an earlier termination of the Trust or any other trusts created hereunder, the Trust and any other trusts created hereunder shall terminate one day prior to the maximum time allowed under the South Carolina Uniform Rule against Perpetuities. At that time, the Trustee shall distribute the Trust assets to the Beneficiaries of the current income and principal thereof. To the extent that the laws of any jurisdiction under which any Trust created hereunder is being administered lengthen or abolish any, or have no otherwise applicable rule against perpetuities, then the laws of such jurisdiction shall be applied to determine any mandatory termination of such trust. Furthermore, to the extent determined by the Trustee (other than any beneficiary) the dispositions made hereunder may be modified such that such distributions are made to newly created (or amended) trusts having the same provisions as those referred to above, except that such newly created (or amended) trusts may extend beyond the period referred to in the first sentence of this paragraph if permitted under the then laws of such trust's jurisdiction. To the extent that any provision of this paragraph would cause any trust established under this instrument to fail, such provision shall be inapplicable.

**ARTICLE XIII
JURISDICTION AND GOVERNING LAW**

All questions pertaining to the construction, validity and effect of this instrument and any trusts created hereunder shall be determined in accordance with the laws of the State of South Carolina

**ARTICLE XIV
PROTECTION OF CHARITABLE STATUS**

The Settlers intend to preserve and protect the charitable tax-exempt status of the "I Feel Good" Trust. Accordingly this Trust at all times shall be interpreted, managed, invested, administered and in all respects governed consistent with such intent. The Trustee shall administer the Trust in a manner that does not adversely affect the current qualification and continued qualification of the "I Feel Good" Trust as a charitable trust. If necessary or desirable, the Settlers agree to modify the terms of this Agreement to the extent necessary to preserve the charitable tax-exempt status of the I Feel Good Trust to the extent allowed by law.

**ARTICLE XV
HEADINGS**

The article and section headings used in this instrument are for convenience only and are not to be considered as part of this instrument.

**ARTICLE XVI
SPENDTHRIFT PROVISIONS**

No beneficiary of any trust created herein shall have the right, power, or authority to sell, assign, pledge, mortgage, anticipate, or in any manner encumber, alienate, or impair all or any part of his or her interest in such trust or in the principal or income of such trust. The beneficial and legal interest in, and the principal and income of, any such trust and every part thereof shall be free from the interference or control of any creditor or spouse of any beneficiary of such trust and shall not be subject to the claims of any such creditor or spouse nor liable to attachment, execution, bankruptcy, or any other process of law. This paragraph is intended to cause any trust created under this instrument to be a "spendthrift trust" as that phrase may be interpreted under the applicable laws of the trust's jurisdiction.

[The remainder of this page is left blank intentionally.]

EXECUTION

IN WITNESS WHEREOF, the Settlor have executed this Agreement and affixed their seals, and the Trustee, in acceptance of this Trust, has caused this Agreement to be executed and its seal affixed

Addresses

Attorney General of South Carolina for the James Brown "I Feel Good" Trust, as Settlor and Beneficiary

Tommie Rae Brown, individually and on behalf of her minor child, James Brown II, as Settlor and Beneficiary

Larry Brown, as Settlor and Beneficiary

Venisha Brown, as Settlor and Beneficiary

Deanna J Brown Thomas, as Settlor and Beneficiary, individually and on behalf of her minor child, Jason Brown-Lewis

Yamma N Brown Lumar, as Settlor and Beneficiary, individually and on behalf of her minor children Sydney [REDACTED] and Carrington [REDACTED]

Darryl Brown as Settlor and Beneficiary, individually and on behalf of his minor child, Janise [REDACTED] [REDACTED]

Terry Brown as Settlor and Beneficiary

_____, as Trustee

5406756/3

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

PROBATE

PERSONALLY APPEARED before me the witness named above who made oath that (s)he saw the within named Settlers, sign, seal and as their act and deed, deliver the within named James Brown Legacy Trust and that (s)he with the other witness above named witnessed the execution hereof

SWORN BEFORE ME THIS _____
day of _____, 2009

Notary Public for South Carolina
My Commission Expires _____

Trustee, James Brown Legacy Trust

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

PROBATE

PERSONALLY APPEARED before me the witness named above who made oath that (s)he saw the within named _____, Trustee, sign, seal and as his/her act and deed, deliver the within named James Brown Legacy Trust and that (s)he with the other witness above named witnessed the execution hereof

SWORN BEFORE ME THIS _____
day of _____, 2009

Notary Public for South Carolina
My Commission Expires _____

SCHEDULE A

ASSETS CONTRIBUTED TO THE JAMES BROWN LEGACY TRUST

All of Settlor's rights and interest in any assets or proceeds whatsoever to be received or payable to any of the Settlor's, now or in the future, by virtue of any rights of James Brown, any of the entities of James Brown, the Estate of James Brown, the August 1, 2000 James Brown Irrevocable Trust, in any probate or non-probate assets, tangible and intangible, included in the gross estate of James Brown, as well as any and all rights and interests in any assets outside of the gross estate of James Brown, and/or any rights the parties have as heirs, devisees, and/or successors to James Brown for any purpose, including, but not limited to, any royalties, trademarks, termination rights and other interests created by federal copyright statute or laws for heirs at law, the Beech Island real estate, all of the James Brown intellectual property rights to persona, image, likeness, royalties etc (collectively, the "James Brown Assets")

ADDENDUM TO PRIVATE AGREEMENT
OF AUGUST 10 2008
TO INCLUDE
SETTLEMENT AGREEMENT
WITH TERRY BROWN
CREATING RESTATED AND AMENDED PRIVATE AGREEMENT

WHEREAS, Henry D McMaster, Attorney General of South Carolina (the "Attorney General"), Tommie Rae Brown, individually and on behalf of her minor child, James B [REDACTED], Larry Brown, individually and on behalf of his minor children, Lindsey Delores Brown and Janise [REDACTED] B [REDACTED] Venisha Brown, Deanna J Brown Thomas, individually and on behalf of her minor child, Jason Brown-Lewis, Yamma N Brown Lumar, individually and on behalf of her minor children, Sydney [REDACTED] and Carrington L [REDACTED] Daryl J Brown, and Tonya Brown (the "Settling Parties") entered into a private, binding agreement dated August 10, 2008 (the "Agreement") to settle any and all differences among them concerning the disposition, by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or non-probate means, as well as any and all benefits conferred by state and/or federal law as a result of the death of James Brown (a copy of said Agreement is attached hereto as Exhibit A),

WHEREAS, Paragraph 5(k) of the Agreement provides that "the parties agree to use their best efforts to extinguish any other outstanding interests or claims by any potential heir, devisee, or successor and to the extent the termination of such interest or claim requires payment, for such payment to be made from the settlement entity, which of necessity would be allocated among the parties to the settlement entity pro-rata in aliquot shares", and

WHEREAS, the Settling Parties and Terry Brown (the "parties") have come to an agreement to settle any and all differences among them concerning the disposition, by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or non-probate means, as well as any and all benefits conferred by state and/or federal law as a result of the death of James Brown, and the parties desire to memorialize said agreement in this addendum to the Agreement dated August 10, 2008 (the "Addendum")

KTM
1 NOW, THEREFORE, for and in consideration of one dollar and the mutual promises and agreements contained herein, the undersigned parties agree as follows The Agreement shall be amended and restated and shall be applicable to all parties such that the provisions of the Agreement are incorporated herein, except to the extent amended by this Addendum In settlement, the parties each shall contribute and assign to the Settlement Entity, described below, pursuant to a contribution agreement attached as Exhibit B (or in such other form as may be agreed to by all the parties), all of such respective party's rights and interest in any assets or proceeds whatsoever to be received or payable to any of the parties now or in the future, by virtue of any rights of James Brown, any of the entities of James Brown, the Estate of James Brown, the August 1, 2000 James Brown Irrevocable Trust, in any probate or non-probate assets tangible and intangible, included in the gross estate of James Brown, as well as any and all rights and interests in any assets outside of the gross estate of James Brown, and/or any rights the

parties have as heirs, devisees, and/or successors to James Brown for any purpose, including, but not limited to, any royalties, trademarks, termination rights and other interests created by federal copyright statute or laws for heirs at law the Beech Island real estate, all of the James Brown intellectual property rights to persona, image, likeness, royalties etc (collectively, the "James Brown Assets") Each of the individual parties is entering into this Addendum in his or her individual capacity, and to the extent stated hereinabove, parents represent their minor children, and the Attorney General is acting on behalf of all the charitable beneficiaries of the James Brown Assets The allocation of the net income and/or disposition proceeds of the James Brown Assets described in this Addendum is made in settlement of any and all differences among the parties concerning the disposition, by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or non-probate means, as well as any and all benefits conferred by state and/or federal law as a result of the death of James Brown.

2 The parties agree that this Addendum is the final and complete agreement of the parties and that they, individually and collectively, shall be bound by the terms, conditions, obligations, rights and benefits set forth in the Agreement and this Addendum, all as provided herein

3 Larry Brown, Venisha Brown, Deanna J Brown Thomas, Yamma N Brown Lumar, Daryl Brown, and Terry Brown ("the Brown Adult Children"), The Attorney General of South Carolina on behalf of the charitable beneficiaries of the James Brown Assets, and Tommie Rae Brown will each be separate beneficiaries of the Settlement Entity The share of each such beneficiary in the net income and principal of the Settlement Entity shall be known as the "Distributional Interests" The Settlement Entity is provided for in Paragraph 11 B below in this Addendum

4 All costs and expenses of the Settlement Entity shall be shared proportionately by the parties Thus, the net distributable proceeds of any income or disposition proceeds received by the Settlement Entity will be net of the expenses such as but not limited to the following settlement costs of any lawsuits, reasonable fees to the manager or trustee of the settlement entity for their services, payments, if any, to former trustees in settlement of their claims, estate taxes, any other customary fees and expenses such as legal, accounting and investment banking fees associated with the sale of Assets, any income and estate taxes applicable to the restructuring of the estate and related entities and the sale of the Assets and any other expenses directly related to the business of the Settlement Entity

5 The parties agree that Terry Brown shall have the exclusive right to conduct a due diligence review of all of the James Brown Assets owned by the Settlement Entity for a period of six (6) months from the date the James Brown Assets are received by the Settlement Entity (the 'Exclusivity Period') During this Exclusivity Period, the parties and the Settlement Entity shall furnish to Terry Brown and his financial and professional advisors and representatives, access to all information and materials relating to such of the James Brown Assets as may be in the possession or control of the Settlement Entity give Terry Brown the right to conduct a completely transparent process to solicit offers for the purchase of the James Brown Assets, and in furtherance thereof to employ, with the consent of and on behalf of the settlement entity, such investment bankers, accountants, and attorneys on a contingent fee basis but not at the expense

of the Settlement Entity, as he may deem reasonably necessary to investigate, prepare and offer for sale all of the James Brown Assets owned by the Settlement Entity Terry Brown, individually, shall not have the right to sell the James Brown Assets. Only the Settlement Entity shall have the right to decide on a sale and it shall not be under any obligation to accept any offers brought by or through the due diligence and solicitation process conducted by Terry Brown during the Exclusivity Period or by any of the parties at any time. All customary closing costs, including but not limited to any finder's fee, shall be paid by the Purchaser.

6 All the parties acknowledge and agree that any sale of all or any portion of the James Brown Assets during the Exclusivity Period or under Terry Brown's first right of refusal may contain terms that Terry Brown shall have a continuing financial interest in the after-sale appreciation of the James Brown Assets (not in the value of the James Brown Assets as of the closing of the sale and that Terry Brown may have a non financial representative role for the James Brown family in any purchase of the James Brown Assets.

7 During the Exclusivity Period, the parties other than Terry Brown shall not and the Settlement Entity shall not solicit, encourage, entertain, discuss or accept offers from any other parties with respect to the sale, transfer, license or other disposition of any of the James Brown Assets, except in furtherance of the process conducted by Terry Brown.

8 In the event that any of the parties brings an offer for the purchase of the James Brown Assets pursuant to the process during the Exclusivity Period or afterwards that culminates in a sale of all or any portion of the James Brown Assets from the Settlement Entity, then such party shall be entitled to a finder's or broker's fee of two percent (2%) of the proceeds (as customarily determined in similar transactions) to be paid by the Purchaser pursuant to any such offer. All potential buyers presented to or introduced to the Settlement Entity by Terry Brown or by his advisors or as a result of the process conducted by Terry Brown during the Exclusivity Period shall be deemed to be offers that Terry Brown brings to the Settlement Entity.

9 Each of the parties agrees for himself or herself, and his or her financial and professional advisors and representatives (the "Reviewers")

HDM
a. To retain and not disclose any or all Confidential Information for seven (7) years after sale of the James Brown Assets. Confidential Information means any proprietary information or otherwise confidential information relating to the James Brown Assets (which does not rise to the level of a trade secret) which is or has been disclosed to a party or of which the party became aware as a consequence of this Addendum or the due diligence and sale of the James Brown Assets. The parties further agree that they shall not disclose, including in any publication, or transfer to any party, or use for its benefit or the benefit of any third party, any Confidential Information other than as authorized by the Settlement entity in writing beforehand, provided however that Terry Brown may use such Confidential Information during the Exclusivity Period in the performance of due diligence and in connection with soliciting offers for the James Brown Assets. This obligation of confidentiality shall not apply to Confidential Information that a Reviewer can demonstrate by competent evidence (i) was already known to Reviewer prior to disclosure or development hereunder, (ii) was in the public domain at the time of disclosure or development hereunder or (iii) becomes generally available to the public.

through no fault of Reviewer, or (iv) Reviewer receives from a third party that does not have an obligation of confidentiality to the Brown Entities and who may lawfully disclose same. To the extent required by legal process, subpoena, warrant or court order, Reviewer may disclose Confidential Information, provided that Reviewer shall first notify the Settlement Entity as soon as reasonably possible, and permit the Settlement Entity to take steps, at the Settlement Entity's expense, to oppose or limit the required disclosure. All trade secrets are also confidential information but shall be and remain confidential for so long as they remain a trade secret under applicable law.

b Upon the written request of the Settlement Entity, Reviewer will return to the Settlement Entity all documents and materials that embody, set forth, incorporate or reference any Confidential Information, including without limitation all copies of any data, and other recorded, printed or reproduced material provided by the Settlement Entity.

10 a. The parties and the Settlement Entity do hereby unconditionally and irrevocably grant to Terry Brown an absolute and superior Right of First Refusal to purchase any and all of the James Brown Assets (whether on an asset or stock basis) to be sold in any Proposed Transfer (the "Offered Assets") at the same price and on terms and conditions as those offered to or by a Prospective Transferee. This Right of First Refusal shall begin on the date hereof and continue until the tenth (10) anniversary of the date of this Addendum. In connection with this Right of First Refusal, The parties, individually or collectively as the Settlement Entity, must deliver a written Proposed Transfer Notice to Terry Brown not later than sixty (60) days prior to the consummation of any Proposed Transfer. The Proposed Transfer Notice shall contain the material terms and conditions of the Proposed Transfer and the identity of the Prospective Transferee. Terry Brown may exercise his Right of First Refusal as to the Offered Assets described in the Proposed Transfer Notice by giving written notice to the Settlement Entity c/o the South Carolina Attorney General within thirty (30) days after delivery of the Proposed Transfer Notice of the Offered Assets he wishes to purchase. Any failure of Terry Brown to deliver such written notice within such thirty (30)-day period shall be deemed an election by Terry Brown not to purchase the Offered Assets, and the Right of First Refusal hereby granted shall, with respect to the Offered Assets, thereupon terminate and be of no further validity or effect.

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b The terms and conditions of any sale pursuant to this Paragraph 10 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction, subject to the terms of the Proposed Transfer, unless otherwise mutually agreed by Terry Brown and the Settlement Entity. The closing of the purchase of the Offered Assets by Terry Brown shall take place by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Transfer and (ii) ninety (90) days after delivery of the Proposed Transfer Notice to Terry Brown. All payments for the offered Rights shall be made by Terry Brown to the Settlement Entity at closing.

c As used herein, the following definitions are applicable:

"Person" means a natural person, a corporation, a limited liability company, a general or limited partnership, a trust, an estate, a joint venture, any governmental entity or any other entity or organization.

'Proposed Transfer' means any assignment, sale, license, pledge, mortgage, hypothecation, encumbrance or other disposition or encumbrance of any or all of the James Brown Assets (or any interest therein) proposed to a party or to the Settlement Entity by any Person and which the party or the Settlement Entity desires to accept, or has accepted subject to the terms of this Addendum

'Proposed Transfer Notice' means written notice from a party or the Settlement Entity to Terry Brown setting forth the terms and conditions of a Proposed Transfer

"Prospective Transferee" means any Person to whom the Settlement Entity proposes to make a Proposed Transfer

"Right of First Refusal" means the right as specifically stated herein, but not an obligation, of Terry Brown, or his permitted transferees or assigns, to purchase some or all of the James Brown Assets with respect to a Proposed Transfer, on the terms and conditions specified in the Proposed Transfer Notice

11 **Additional Amendments to Agreement.**

A Paragraph 5(b) is amended and restated to read as follows

How
A charitable trust substantially similar to the charitable trust in the August 1, 2000 Irrevocable Trust (hereinafter the "Charitable Trust") shall be created by the Attorney General with the advice and counsel of the parties. The trustee and any successor trustee of the Charitable Trust shall be chosen by the South Carolina Attorney General (the "Charitable Trust Trustee"). The trust shall also include an advisory board that shall include as many members as the Attorney General shall decide from time to time and at any time but will include one member selected by Tommie Rae Brown and one selected by each of the Brown Adult Children. The Advisory Board shall serve at the pleasure of and on such terms as the Attorney General shall decide and their governance roles shall be solely advisory. The Charitable Trust shall also have as many "Honorary Family Trustees," as the Attorney General shall decide, from time to time and at any time but will include one selected by Tommie Rae Brown and one selected by each of the Brown Adult Children. These Honorary Family Trustees will serve on the same terms and conditions as the Advisory Board and they will be representative of the family of James Brown. The Honorary Family Trustees will represent the family of James Brown and shall be properly identified as such representative for all trust functions and activities.

B Paragraph 5(d) is amended and restated to read as follows

The parties as settlors will create a trust called the James Brown Legacy Trust, a copy of which is attached hereto as Exhibit C (or such other legal entity as the parties unanimously select and organize) to be the settlement entity (the

"Settlement Entity") The Settlement Entity shall receive, hold, manage and be authorized to sell the James Brown Assets. The trustee and any successor trustee for the Settlement Entity shall be selected by the Attorney General. The parties hereto recognize that the result of the original Compromise and Agreement among the Settling Parties was to give the Charitable Trust a 50% interest in the James Brown Assets and the Settlement Entity, subject to the funding of the grandchildren's private educational trust and a pro-rata share of expenses and income. Treating the addition of Terry Brown to the settlement agreement as an expense creates the following result after accounting for such expense: The Distributional Interest of the parties shall now be: (1) 47.5% to the Charitable Trust, (2) 23.75% to Tommie Rae Brown, which includes any share attributable to James Brown II, and (3) 4.79% to each of the Brown Adult Children. Tommie Rae Brown hereby waives any spousal right she may have to such Distributional Interests to the extent that they might otherwise exceed 23.75% thereof. The Brown Adult Children waive any right he or she may have to such Distributional Interests to the extent that they might otherwise each exceed 4.79% hereof. However, for voting purposes in the Settlement Entity, except as otherwise specified, the Charitable Trust shall have a 50% share, the Brown Adult Children shall share equally in a 25% share, and Tommie Rae Brown shall have a 25% share.

C Paragraph 5(1) is amended and restated to read as follows:

 The parties agree that the Settlement Entity and/or the parties will endeavor to create an appropriate and respectful museum or other memorial burial place acceptable to the Settlement Entity in which to maintain the remains of James Brown, preferably at 430 Douglas Drive, Beech Island, if feasible. If such is not accomplished within 7 years from date, then in that event the remains will be interred in the cemetery where the parents of James Brown currently are located in Augusta, GA. The parties hereto (other than the South Carolina Attorney General) shall all have reasonable opportunities to visit privately the gravesite upon reasonable notice. The parties hereby waive any right to otherwise direct the location of the gravesite as a result of their status under law. The parties consent to an Order of the Aiken County Court of Common Pleas or to any appropriate Court to require the parties to comply with the terms of this paragraph of this Addendum.

12 All the parties hereto agree to be responsible for payment of their own respective legal fees.

13 If any time any federal or state agency determines that any part of this Addendum shall endanger the tax-exempt status of the Charitable Trust, and that decision becomes final and non appealable, then the parties shall take such curative action as is necessary to prevent any such loss of tax exempt status by the charitable trust. If the curative action involves the payment of estate taxes attributable to a party other than the Charitable Trust, the estate taxes shall be allocated against that party's share.

14 Each party hereto acknowledges and agrees that any breach of this Addendum will result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including seeking specific performance or the rescission of purchases, sales and other transfers of the James Brown Assets not made in strict compliance with this Addendum)

15 If there is a conflict in the terms or conditions of this Addendum and the terms of the Agreement, the Addendum shall control

16 Any amendments to this Addendum must be in writing executed by all of the parties (or their legal representatives) hereto

17 The parties agree that in the event of disagreement among the parties as to the terms or the meaning of any provision of this Addendum which the parties are unable to resolve among themselves, then, upon written demand of any party hereto the parties shall enter into non-binding mediation and shall use their best efforts to resolve such conflict or disagreement

18 This Addendum is subject to and shall be interpreted according to the law of the State of South Carolina

19 Any term or condition of this Addendum may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Addendum, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Addendum on any future occasion. All remedies, either under this Addendum or by Law or otherwise afforded, will be cumulative and not alternative

20 The terms and provisions of this Addendum are intended solely for the benefit of the parties hereto and their respective successors, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person

21 Neither this Addendum nor any right, interest or obligation hereunder may be assigned by any of the parties hereto (whether by operation of Law or otherwise) without the prior written consent of the other parties except that Tommie Rae Brown may assign all or part of her interest to or for the benefit of James B. [REDACTED]. Any assignment in violation of the preceding sentence shall be void. This Addendum is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors

22 This Addendum shall be deemed to have been drafted by all of the parties and no presumption or burden of proof shall be construed against any party as the drafter of this Addendum

23 If any provision of this Addendum is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this

Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable (b) this Addendum will be construed and enforced as if such illegal invalid or unenforceable provision had never comprised a part hereof and (c) the remaining provisions of this Addendum will remain in full force and effect and will not be affected by the illegal invalid or unenforceable provision or by its severance

24 This Addendum may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument

25 The parties agree to furnish upon request to each other such further information, to execute and deliver to each other such documents, and to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Addendum

26 This Addendum is a private binding agreement among the parties hereto Although the parties hereto may agree to ask the Court to approve this Addendum, this Addendum remains binding among the parties and applies to personal representatives and trustees even if not approved by the Court.

27 This Addendum is binding on the heirs, successors, and assigns of the parties hereto

IN WITNESS WHEREOF the parties or their duly authorized representatives have set their hands and seals as of this ____ day of _____, 2009



Terry Brown



Henry D. McMaster, Attorney General of
South Carolina

Tommie Rae Brown, individually and on behalf of
her minor child, James B. [REDACTED]



Larry Brown

Vanisha Brown by Deanne 3/25/09
Dr. Thomas, Attorney in fact
Vanisha Brown

Deanne J. Brown Thomas 3/25/09
Deanne J. Brown Thomas, individually and on
behalf of her minor child, Jason Brown Lewis

Yamma N. Brown Lumar 3/25/09
Yamma N. Brown Lumar, individually ad on
behalf of her minor children, Sydney Lumar and
Carrington Lumar

Daryl J. Brown
Daryl J. Brown, individually and on behalf of his
minor child, Janise Vanisha Brown

Tonya Brown

Jason Brown Lewis

Lindsey DeLores Brown
Lindsey DeLores Brown

Venisha Brown

Deanna J Brown Thomas, individually and on
behalf of her minor child, Jason Brown-Lewis

Yamma N Brown Lumar, individually ad on
behalf of her minor children, Sydney [REDACTED] and
Carrington [REDACTED]

Daryl J Brown, individually and on behalf of his
minor child, Janise [REDACTED]

Tonya Brown

Jason Brown Lewis

HTM

Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Addendum will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and (c) the remaining provisions of ~~this Addendum will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance~~

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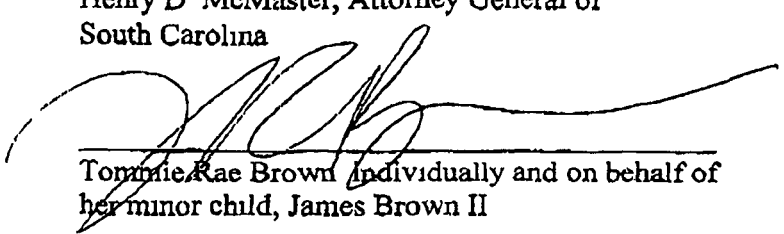
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27 This Addendum is binding on the heirs, successors, and assigns of the parties hereto

IN WITNESS WHEREOF the parties or their duly authorized representatives have set their hands and seals as of this ____ day of _____, 2009

Terry Brown

Henry D. McMaster, Attorney General of
South Carolina



Tommie Rae Brown individually and on behalf of
her minor child, James Brown II

Larry Brown

ADDENDUM TO PRIVATE AGREEMENT
OF AUGUST 10, 2008
TO INCLUDE
SETTLEMENT AGREEMENT
WITH TERRY BROWN
CREATING RESTATED AND AMENDED PRIVATE AGREEMENT

WHEREAS, Henry D McMaster, Attorney General of South Carolina (the "Attorney General"), Tommie Rae Brown, individually and on behalf of her minor child, James B [REDACTED] Larry Brown, individually and on behalf of his minor children, Lindsey Delores Brown and Janise [REDACTED] B [REDACTED] Venisha Brown, Deanna J Brown Thomas, individually and on behalf of her minor child, Jason Brown-Lewis, Yamma N Brown Lumar, individually and on behalf of her minor children, Sydney [REDACTED] and Carrington L [REDACTED] Daryl J Brown, and Tonya Brown (the "Settling Parties") entered into a private, binding agreement dated August 10, 2008 (the "Agreement") to settle any and all differences among them concerning the disposition, by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or non-probate means, as well as any and all benefits conferred by state and/or federal law as a result of the death of James Brown (a copy of said Agreement is attached hereto as Exhibit A),

WHEREAS, Paragraph 5(k) of the Agreement provides that "the parties agree to use their best efforts to extinguish any other outstanding interests or claims by any potential heir, devisee, or successor and to the extent the termination of such interest or claim requires payment, for such payment to be made from the settlement entity, which of necessity would be allocated among the parties to the settlement entity pro-rata in aliquot shares", and

WHEREAS, the Settling Parties and Terry Brown (the "parties") have come to an agreement to settle any and all differences among them concerning the disposition, by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or non-probate means, as well as any and all benefits conferred by state and/or federal law as a result of the death of James Brown, and the parties desire to memorialize said agreement in this addendum to the Agreement dated August 10, 2008 (the "Addendum")

1 NOW, THEREFORE, for and in consideration of one dollar and the mutual promises and agreements contained herein, the undersigned parties agree as follows The Agreement shall be amended and restated and shall be applicable to all parties, such that the provisions of the Agreement are incorporated herein, except to the extent amended by this Addendum In settlement, the parties each shall contribute and assign to the Settlement Entity, described below, pursuant to a contribution agreement attached as Exhibit B (or in such other form as may be agreed to by all the parties), all of such respective party's rights and interest in any assets or proceeds whatsoever to be received or payable to any of the parties, now or in the future, by virtue of any rights of James Brown, any of the entities of James Brown, the Estate of James Brown, the August 1, 2000 James Brown Irrevocable Trust, in any probate or non-probate assets, tangible and intangible, included in the gross estate of James Brown, as well as any and all rights and interests in any assets outside of the gross estate of James Brown, and/or any rights the

parties have as heirs, devisees, and/or successors to James Brown for any purpose, including, but not limited to, any royalties, trademarks, termination rights and other interests created by federal copyright statute or laws for heirs at law, the Beech Island real estate, all of the James Brown intellectual property rights to persona, image, likeness, royalties etc (collectively, the "James Brown Assets") Each of the individual parties is entering into this Addendum in his or her individual capacity, and to the extent stated hereinabove, parents represent their minor children, and the Attorney General is acting on behalf of all the charitable beneficiaries of the James Brown Assets The allocation of the net income and/or disposition proceeds of the James Brown Assets described in this Addendum is made in settlement of any and all differences among the parties concerning the disposition, by will or otherwise, and/or transfer of any assets owned or controlled by James Brown, whether by will, intestacy, trust, or non-probate means, as well as any and all benefits conferred by state and/or federal law as a result of the death of James Brown.

2 The parties agree that this Addendum is the final and complete agreement of the parties and that they, individually and collectively, shall be bound by the terms, conditions, obligations, rights and benefits set forth in the Agreement and this Addendum, all as provided herein

3 Larry Brown, Venisha Brown, Deanna J Brown Thomas, Yamma N Brown Lumar, Daryl Brown, and Terry Brown ("the Brown Adult Children"), The Attorney General of South Carolina on behalf of the charitable beneficiaries of the James Brown Assets, and Tommie Rae Brown will each be separate beneficiaries of the Settlement Entity The share of each such beneficiary in the net income and principal of the Settlement Entity shall be known as the "Distributional Interests" The Settlement Entity is provided for in Paragraph 11 B below in this Addendum

4 All costs and expenses of the Settlement Entity shall be shared proportionately by the parties Thus, the net distributable proceeds of any income or disposition proceeds received by the Settlement Entity will be net of the expenses such as but not limited to the following settlement costs of any lawsuits, reasonable fees to the manager or trustee of the settlement entity for their services, payments, if any, to former trustees in settlement of their claims, estate taxes, any other customary fees and expenses, such as legal, accounting and investment banking fees associated with the sale of Assets, any income and estate taxes applicable to the restructuring of the estate and related entities and the sale of the Assets and any other expenses directly related to the business of the Settlement Entity

5 The parties agree that Terry Brown shall have the exclusive right to conduct a due diligence review of all of the James Brown Assets owned by the Settlement Entity for a period of six (6) months from the date the James Brown Assets are received by the Settlement Entity (the "Exclusivity Period") During this Exclusivity Period, the parties and the Settlement Entity shall furnish to Terry Brown and his financial and professional advisors and representatives, access to all information and materials relating to such of the James Brown Assets as may be in the possession or control of the Settlement Entity, give Terry Brown the right to conduct a completely transparent process to solicit offers for the purchase of the James Brown Assets, and in furtherance thereof to employ, with the consent of and on behalf of the settlement entity, such investment bankers, accountants, and attorneys, on a contingent fee basis but not at the expense

of the Settlement Entity, as he may deem reasonably necessary to investigate, prepare and offer for sale all of the James Brown Assets owned by the Settlement Entity Terry Brown, individually, shall not have the right to sell the James Brown Assets. Only the Settlement Entity shall have the right to decide on a sale and it shall not be under any obligation to accept any offers brought by or through the due diligence and solicitation process conducted by Terry Brown during the Exclusivity Period or by any of the parties at any time. All customary closing costs, including but not limited to any finder's fee, shall be paid by the Purchaser.

6 All the parties acknowledge and agree that any sale of all or any portion of the James Brown Assets during the Exclusivity Period or under Terry Brown's first right of refusal may contain terms that Terry Brown shall have a continuing financial interest in the after-sale appreciation of the James Brown Assets (not in the value of the James Brown Assets as of the closing of the sale and that Terry Brown may have a non financial representative role for the James Brown family in any purchase of the James Brown Assets.

7 During the Exclusivity Period, the parties other than Terry Brown shall not and the Settlement Entity shall not solicit, encourage, entertain, discuss or accept offers from any other parties with respect to the sale, transfer, license or other disposition of any of the James Brown Assets, except in furtherance of the process conducted by Terry Brown.

8 In the event that any of the parties brings an offer for the purchase of the James Brown Assets pursuant to the process during the Exclusivity Period or afterwards that culminates in a sale of all or any portion of the James Brown Assets from the Settlement Entity, then such party shall be entitled to a finder's or broker's fee of two percent (2%) of the proceeds (as customarily determined in similar transactions) to be paid by the Purchaser pursuant to any such offer. All potential buyers presented to or introduced to the Settlement Entity by Terry Brown or by his advisors or as a result of the process conducted by Terry Brown during the Exclusivity Period shall be deemed to be offers that Terry Brown brings to the Settlement Entity.

9 Each of the parties agrees for himself or herself, and his or her financial and professional advisors and representatives (the "Reviewers")

a To retain and not disclose any or all Confidential Information for seven (7) years after sale of the James Brown Assets. Confidential Information means any proprietary information or otherwise confidential information relating to the James Brown Assets (which does not rise to the level of a trade secret) which is or has been disclosed to a party or of which the party became aware as a consequence of this Addendum or the due diligence and sale of the James Brown Assets. The parties further agree that they shall not disclose, including in any publication, or transfer to any party, or use for its benefit or the benefit of any third party, any Confidential Information other than as authorized by the Settlement entity in writing beforehand, provided however that Terry Brown may use such Confidential Information during the Exclusivity Period in the performance of due diligence and in connection with soliciting offers for the James Brown Assets. This obligation of confidentiality shall not apply to Confidential Information that a Reviewer can demonstrate, by competent evidence, (i) was already known to Reviewer prior to disclosure or development hereunder, (ii) was in the public domain at the time of disclosure or development hereunder, or (iii) becomes generally available to the public.

through no fault of Reviewer, or (iv) Reviewer receives from a third party that does not have an obligation of confidentiality to the Brown Entities and who may lawfully disclose same. To the extent required by legal process, subpoena, warrant, or court order, Reviewer may disclose Confidential Information, provided that Reviewer shall first notify the Settlement Entity as soon as reasonably possible, and permit the Settlement Entity to take steps, at the Settlement Entity's expense, to oppose or limit the required disclosure. All trade secrets are also confidential information but shall be and remain confidential for so long as they remain a trade secret under applicable law.

b. Upon the written request of the Settlement Entity, Reviewer will return to the Settlement Entity all documents and materials that embody, set forth, incorporate or reference any Confidential Information, including without limitation all copies of any data, and other recorded, printed or reproduced material provided by the Settlement Entity.

10 a. The parties and the Settlement Entity do hereby unconditionally and irrevocably grant to Terry Brown an absolute and superior Right of First Refusal to purchase any and all of the James Brown Assets (whether on an asset or stock basis) to be sold in any Proposed Transfer (the "Offered Assets"), at the same price and on terms and conditions as those offered to or by a Prospective Transferee. This Right of First Refusal shall begin on the date hereof and continue until the tenth (10) anniversary of the date of this Addendum. In connection with this Right of First Refusal, the parties, individually or collectively as the Settlement Entity, must deliver a written Proposed Transfer Notice to Terry Brown not later than sixty (60) days prior to the consummation of any Proposed Transfer. The Proposed Transfer Notice shall contain the material terms and conditions of the Proposed Transfer and the identity of the Prospective Transferee. Terry Brown may exercise his Right of First Refusal as to the Offered Assets described in the Proposed Transfer Notice by giving written notice to the Settlement Entity c/o the South Carolina Attorney General within thirty (30) days after delivery of the Proposed Transfer Notice of the Offered Assets he wishes to purchase. Any failure of Terry Brown to deliver such written notice within such thirty (30)-day period shall be deemed an election by Terry Brown not to purchase the Offered Assets, and the Right of First Refusal hereby granted shall, with respect to the Offered Assets, thereupon terminate and be of no further validity or effect.

b. The terms and conditions of any sale pursuant to this Paragraph 10 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction, subject to the terms of the Proposed Transfer, unless otherwise mutually agreed by Terry Brown and the Settlement Entity. The closing of the purchase of the Offered Assets by Terry Brown shall take place by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Transfer and (ii) ninety (90) days after delivery of the Proposed Transfer Notice to Terry Brown. All payments for the offered Rights shall be made by Terry Brown to the Settlement Entity at closing.

c. As used herein, the following definitions are applicable:

"Person" means a natural person, a corporation, a limited liability company, a general or limited partnership, a trust, an estate, a joint venture, any governmental entity or any other entity or organization.

"Proposed Transfer" means any assignment, sale, license, pledge, mortgage, hypothecation, encumbrance, or other disposition or encumbrance of any or all of the James Brown Assets (or any interest therein) proposed to a party or to the Settlement Entity by any Person and which the party or the Settlement Entity desires to accept, or has accepted subject to the terms of this Addendum

"Proposed Transfer Notice" means written notice from a party or the Settlement Entity to Terry Brown setting forth the terms and conditions of a Proposed Transfer

"Prospective Transferee" means any Person to whom the Settlement Entity proposes to make a Proposed Transfer

"Right of First Refusal" means the right as specifically stated herein, but not an obligation, of Terry Brown, or his permitted transferees or assigns, to purchase some or all of the James Brown Assets with respect to a Proposed Transfer, on the terms and conditions specified in the Proposed Transfer Notice

11 **Additional Amendments to Agreement**

A Paragraph 5(b) is amended and restated to read as follows

A charitable trust substantially similar to the charitable trust in the August 1, 2000 Irrevocable Trust (hereinafter the "Charitable Trust") shall be created by the Attorney General with the advice and counsel of the parties. The trustee and any successor trustee of the Charitable Trust shall be chosen by the South Carolina Attorney General (the "Charitable Trust Trustee"). The trust shall also include an advisory board that shall include as many members as the Attorney General shall decide from time to time and at any time but will include one member selected by Tommie Rae Brown and one selected by each of the Brown Adult Children. The Advisory Board shall serve at the pleasure of and on such terms as the Attorney General shall decide and their governance roles shall be solely advisory. The Charitable Trust shall also have as many "Honorary Family Trustees," as the Attorney General shall decide, from time to time and at any time but will include one selected by Tommie Rae Brown and one selected by each of the Brown Adult Children. These Honorary Family Trustees will serve on the same terms and conditions as the Advisory Board and they will be representative of the family of James Brown. The Honorary Family Trustees will represent the family of James Brown and shall be properly identified as such representative for all trust functions and activities.

B Paragraph 5(d) is amended and restated to read as follows

The parties, as settlors, will create a trust called the James Brown Legacy Trust, a copy of which is attached hereto as Exhibit C (or such other legal entity as the parties unanimously select and organize) to be the settlement entity (the

' Settlement Entity") The Settlement Entity shall receive, hold, manage and be authorized to sell the James Brown Assets. The trustee and any successor trustee for the Settlement Entity shall be selected by the Attorney General. The parties hereto recognize that the result of the original Compromise and Agreement among the Settling Parties was to give the Charitable Trust a 50% interest in the James Brown Assets and the Settlement Entity, subject to the funding of the grandchildren's private educational trust and a pro-rata share of expenses and income. Treating the addition of Terry Brown to the settlement agreement as an expense creates the following result after accounting for such expense. The Distributional Interest of the parties shall now be: (1) 47.5% to the Charitable Trust, (2) 23.75% to Tommie Rae Brown, which includes any share attributable to James B. [REDACTED], and (3) 4.79% to each of the Brown Adult Children. Tommie Rae Brown hereby waives any spousal right she may have to such Distributional Interests to the extent that they might otherwise exceed 23.75% thereof. The Brown Adult Children waive any right he or she may have to such Distributional Interests to the extent that they might otherwise each exceed 4.79% hereof. However, for voting purposes in the Settlement Entity, except as otherwise specified, the Charitable Trust shall have a 50% share, the Brown Adult Children shall share equally in a 25% share, and Tommie Rae Brown shall have a 25% share.

C Paragraph 5(l) is amended and restated to read as follows:

The parties agree that the Settlement Entity and/or the parties will endeavor to create an appropriate and respectful museum or other memorial burial place acceptable to the Settlement Entity in which to maintain the remains of James Brown, preferably at 430 Douglas Drive, Beech Island, if feasible. If such is not accomplished within 7 years from date, then in that event the remains will be interred in the cemetery where the parents of James Brown currently are located in Augusta, GA. The parties hereto (other than the South Carolina Attorney General) shall all have reasonable opportunities to visit privately the gravesite upon reasonable notice. The parties hereby waive any right to otherwise direct the location of the gravesite as a result of their status under law. The parties consent to an Order of the Aiken County Court of Common Pleas or to any appropriate Court to require the parties to comply with the terms of this paragraph of this Addendum.

12 All the parties hereto agree to be responsible for payment of their own respective legal fees.

13 If any time any federal or state agency determines that any part of this Addendum shall endanger the tax-exempt status of the Charitable Trust, and that decision becomes final and non appealable, then the parties shall take such curative action as is necessary to prevent any such loss of tax-exempt status by the charitable trust. If the curative action involves the payment of estate taxes attributable to a party other than the Charitable Trust, the estate taxes shall be allocated against that party's share.

14 Each party hereto acknowledges and agrees that any breach of this Addendum will result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including seeking specific performance or the rescission of purchases, sales and other transfers of the James Brown Assets not made in strict compliance with this Addendum).

15 If there is a conflict in the terms or conditions of this Addendum and the terms of the Agreement, the Addendum shall control.

16 Any amendments to this Addendum must be in writing executed by all of the parties (or their legal representatives) hereto.

17 The parties agree that in the event of disagreement among the parties as to the terms or the meaning of any provision of this Addendum which the parties are unable to resolve among themselves, then, upon written demand of any party hereto the parties shall enter into non-binding mediation and shall use their best efforts to resolve such conflict or disagreement.

18 This Addendum is subject to and shall be interpreted according to the law of the State of South Carolina.

19 Any term or condition of this Addendum may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Addendum, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Addendum on any future occasion. All remedies, either under this Addendum or by Law or otherwise afforded, will be cumulative and not alternative.

20 The terms and provisions of this Addendum are intended solely for the benefit of the parties hereto and their respective successors, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person.

21 Neither this Addendum nor any right, interest or obligation hereunder may be assigned by any of the parties hereto (whether by operation of Law or otherwise) without the prior written consent of the other parties, except that Tommie Rae Brown may assign all or part of her interest to or for the benefit of James B. [REDACTED]. Any assignment in violation of the preceding sentence shall be void. This Addendum is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors.

22 This Addendum shall be deemed to have been drafted by all of the parties, and no presumption or burden of proof shall be construed against any party as the drafter of this Addendum.

23 If any provision of this Addendum is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any party hereto under this

Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Addendum will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and (c) the remaining provisions of this Addendum will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance

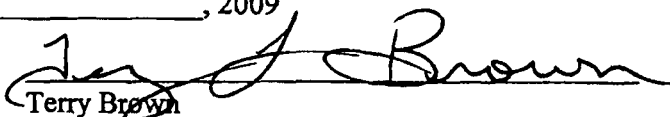
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27 This Addendum is binding on the heirs, successors, and assigns of the parties hereto

IN WITNESS WHEREOF the parties or their duly authorized representatives have set their hands and seals as of this ____ day of _____, 2009


Terry Brown

Henry D McMaster, Attorney General of
South Carolina

Tommie Rae Brown, individually and on behalf of
her minor child, James B [REDACTED]

Larry Brown

Venisha Brown

Deanna J Brown Thomas, individually and on
behalf of her minor child, Jason Brown-Lewis

Yamma N Brown Lumar, individually ad on
behalf of her minor children, Sydney [REDACTED] and
Carrington L [REDACTED]

Daryl J Brown, individually and on behalf of his
minor child, Janise [REDACTED]

Tonya Brown

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF AIKEN

) CASE NO 2008-CP-02-0872

1 DARYL J BROWN, individually and
 on behalf of his minor children, LINDSEY
 DELORES BROWN and JANISE VANISHA
 BROWN, 2 VANISHA BROWN, 3 LARRY
 BROWN, 4 DEANNA J BROWN THOMAS,
 individually and on behalf of her minor child
 JASON BROWN LEWIS, 5 YAMMA N
 BROWN, individually and on behalf of her minor
 children SYDNEY [REDACTED] and CARRINGTON
 [REDACTED] and 6 TONYA BROWN

v

ADELE POPE as Personal Representative of the
 Estate of James Brown and as Trustee of the
 purported Irrevocable Trust of James Brown dated
 August 1, 2000, ROBERT L BUCHANAN, JR, as
 Personal Representative of the Estate of James
 Brown and as Trustee of the purported Irrevocable
 Trust of James Brown dated August 1, 2000,
 TOMMIE RAE BROWN, as the potential heir of
 James Brown, JAMES JOSEPH BROWN, II, as the
 Potential heir of James Brown, CINNAMON
 NICOLE MERNICKLE PARIS as the potential heir
 of James Brown, LARHONDA PETITT as the
 potential heir of James Brown, JEANETTE
 MITCHELL, as the potential heir of James Brown,
 TERRY BROWN, as a potential heir of James
 Brown, ROMUNZO BROWN, as the potential heir
 of James Brown, FORLANDO BROWN, as the
 potential heir of James Brown, HENRY DARGAN
 MCMASTER, in his capacity as ATTORNEY
 GENERAL OF THE STATE OF SOUTH
 CAROLINA, JANE DOE and JOHN DOE numbers
 I, II, III, IV, as potential heirs and/or devisee and/or
 Beneficiaries of James Brown and as representatives
 of all other persons known or unknown claiming to
 be an heir and/or devisee and/or beneficiary of
 James Brown

Defendants.

FILED

326 2009
 (10-11-09)
 [Signature]
 11/11/09 Clerk

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

) IN THE PROBATE COURT
) Probate Court No 2008-CP-02-1647

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

Petitioner,

Vs

Albert H Dallas, Alfred A Bradley, and
David G Cannon, et al,
Respondents

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1, 2000

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

) IN THE COURT OF COMMON PLEAS
) Common Pleas Case No 2007-CP-02-0122

IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

Personally appeared before me, Tommie Rae Brown, who first being duly sworn, states as follows

- 1 I am a party in the above entitled actions
- 2 I am 39 years old
- 3 I was married to James Brown at the time of his passing on December 25, 2006
- 4 I participated in mediation and was a part of the negotiation process
- 5 I have read and understand the settlement agreement dated August 10, 2008 which I have signed, the addendum thereto, the Contribution Agreement, and the James Brown Legacy Trust (hereafter "the agreement")
- 6 I have authorized my attorneys, Robert N Rosen, Alan S Medlin, David Michel, and Heyward Carter to present this affidavit to the court and represent to the Court that I freely and voluntary consent to the agreement.
- 7 I understand, if this agreement is approved by the Circuit Court, it can also be enforced by the Circuit Court.

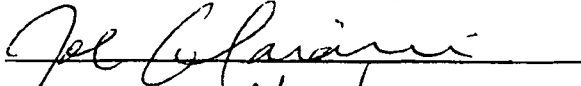
- 8 I have consulted with my attorneys and they have have answered all my questions concerning the agreement
- 9 I do not have any questions concerning the agreement.
- 10 I am entering into the agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 11 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement.
- 12 I believe that my attorneys have done everything I have asked of them and I am satisfied with the legal services performed by my attorneys on my behalf
- 13 I understand that the terms of the agreement are final and cannot be modified
- 14 I am not under the influence of any type of drugs, medication, stress, alcohol, or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 15 The agreement presented to the court is just, fair, reasonable and equitable to me and my son, James B [REDACTED]
- 16 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement and it is also in my minor child's best interest for the court to approve the agreement.
- 17 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught



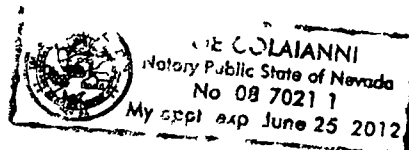
TOMMIE RAE BROWN a/k/a
TOMMIE RAE HYNIE BROWN

Sworn to before me 20th day of March 2009



Notary Public for Nevada

My Commission Expires June 25, 2012



Cc Aiken County Probate Court

✓ Louis Levenson
125 Broad St S W
Atlanta, Ga 30303

✓ Robert Rosen
18 Broad St
Charleston, S C 29401

✓ David Bell
P O Box 1011
Augusta, Ga 30903

Bill Tucker
P O Box 517
Aiken, S C 29802

✓ Stephen Slothiver
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Charleston, S C 29401

✓ Bob Buchanan
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✓ Adele Pope
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William J Barr
108 N Academy Street
Kingstree, S C 29556

James Nance
PO Box 2881
Aiken, SC 29802

✓ Jan Warner
PO Box 11704
Columbia, SC 29211-1704

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS

CASE NO 2008-CP-02-0872

1 DARYL J BROWN, individually and
on behalf of his minor children, LINDSEY
DELORES BROWN and JANISE [REDACTED]
2 VANISHA BROWN, 3 LARRY
BROWN, 4 DEANNA J BROWN THOMAS,
individually and on behalf of her minor child
JASON BROWN LEWIS, 5 YAMMA N
BROWN, individually and on behalf of her minor
children SYDNEY [REDACTED] and CARRINGTON
[REDACTED] and 6 TONYA BROWN

v

ADELE POPE as Personal Representative of the
Estate of James Brown and as Trustee of the
purported Irrevocable Trust of James Brown dated
August 1, 2000, ROBERT L BUCHANAN, JR , as
Personal Representative of the Estate of James
Brown and as Trustee of the purported Irrevocable
Trust of James Brown dated August 1, 2000,
TOMMIE RAE BROWN, as the potential heir of
James Brown, JAMES [REDACTED] B [REDACTED], as the
Potential heir of James Brown, CINNAMON
NICOLE MERNICKLE PARIS as the potential heir
of James Brown, LARHONDA PETITT as the
potential heir of James Brown, JEANETTE
MITCHELL, as the potential heir of James Brown,
TERRY BROWN, as a potential heir of James
Brown, ROMUNZO BROWN, as the potential heir
of James Brown, FORLANDO BROWN, as the
potential heir of James Brown, HENRY DARGAN
MCMASTER, in his capacity as ATTORNEY
GENERAL OF THE STATE OF SOUTH
CAROLINA, JANE DOE and JOHN DOE numbers
I, II, III, IV, as potential heirs and/or devisee and/or
Beneficiaries of James Brown and as representatives
of all other persons known or unknown claiming to
be an heir and/or devisee and/or beneficiary of
James Brown

Defendants

FILED

326 2009
Sharon Jones
puty clerk

5409760

2434

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

) / IN THE PROBATE COURT
) Probate Court No 2008-CP-02-1647

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

Petitioner,

Vs

Albert H Dallas, Alfred A Bradley, and
David G Cannon, et al ,
Respondents

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1, 2000

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

) IN THE COURT OF COMMON PLEAS
) Common Pleas Case No 2007-CP-02-0122

IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

Personally appeared before me, Terry Brown, who first being duly sworn, states as follows

- 1 I am a party in the above entitled actions
- 2 I am over 21 years of age
- 3 I participated in mediation and was a part of the negotiation process
- 4 I have read and understand the settlement agreement dated 2008 and the addendum thereto (hereafter "the agreement")
- 5 I have authorized my attorneys to present this affidavit to the court and represent to the Court that I freely and voluntary consent to the agreement
- 6 I understand, if this agreement is approved by the Circuit Court, it can also be enforced by the Circuit Court
- 7 I have consulted with my attorneys and they have have answered all my questions concerning the proposed agreement
- 8 I do not have any questions concerning the agreement

- 9 I am entering into this agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 10 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement
- 11 I believe that my attorneys have done everything I have asked of them and I am satisfied with the legal services performed by my attorneys on my behalf
- 12 I understand that the terms of the agreement are final
- 13 I am not under the influence of any type of drugs, medication, stress, alcohol, or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 14 The agreement presented to the court is just, fair, reasonable and equitable to me
- 15 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement
- 16 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught

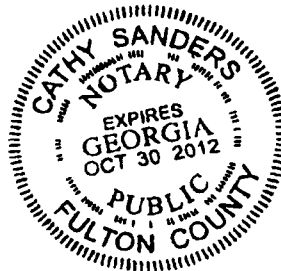

TERRY BROWN

Sworn to before me 23rd day of March 2009

Cathy Sanders

Notary Public for Fulton Co GA

My Commission Expires Oct 30, 2012



Cc Aiken County Probate Court

Louis Levenson
✓ 125 Broad St S W
Atlanta, Ga 30303

Robert Rosen
✓ 18 Broad St
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✓ David Bell
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James Nance
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✓ Jan Warner
✓ PO Box 11704
Columbia, SC 29211-1704

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE PROBATE COURT
Probate Court No 2008-CP-02-1647

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

Petitioner,
Vs

Albert H Dallas, Alfred A Bradley, and
David G Cannon, et al,
Respondents

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1, 2000

FILED 324 2009
Sharon [Signature] 3.25
Duty Clerk

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
Common Pleas Case No 2007-CP-02-0122

IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

Personally appeared before me, Larry Brown, who first being duly sworn, states as follows

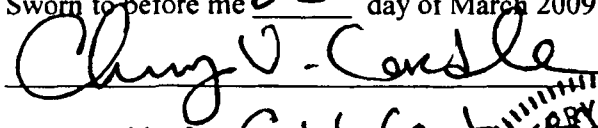
- 1 I am a party in the above entitled actions
- 2 I am 50 years old
- 3 I am the son of James Brown who passed away on December 25, 2006
- 4 I participated in mediation and was a part of the negotiation process
- 5 I have read and understand the settlement agreement dated August 10, 2008 and the addendum thereto (hereinafter "the agreement")
- 6 I have authorized my attorney, Louis Levenson of Levenson & Associates to present this affidavit to the court and represent to the Court that I freely and voluntary consent to the agreement
- 7 I understand, if this agreement is approved by the Circuit Court, it can also be enforced by the Circuit Court
- 8 I have consulted with my attorney and they have have answered all my questions concerning the proposed agreement

- 9 I do not have any questions concerning the proposed agreement
- 10 I am entering into this agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 11 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement
- 12 I believe that my attorneys have done everything I have asked of them and I am satisfied with the legal services performed by my attorneys on my behalf
- 13 I understand that the terms of the agreement are final and cannot be modified
- 14 I am not under the influence of any type of drugs, medication, stress, alcohol, or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 15 The agreement presented to the court is just, fair, reasonable and equitable to me
- 16 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement and it is also in my minor child's best interest for the court to approve the agreement
- 17 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught

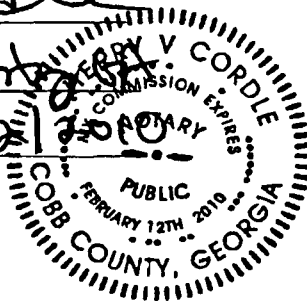

LARRY BROWN

Sworn to before me 25 day of March 2009



Notary Public for Cobb County, Georgia

My Commission Expires 2/12/2010



Cc Aiken County Probate Court

Louis Levenson

✓ 125 Broad St S W
Atlanta, Ga 30303

Robert Rosen

✓ 18 Broad St
Charleston, S C 29401

✓ David Bell

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Augusta, Ga 30903

Bill Tucker

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Stephen Slothiver

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✓ Jan Warner
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Columbia, SC 29211-1704

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
02-1647

IN THE PROBATE COURT
Probate Court No 2008-CP-

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

Petitioner,

Vs

Albert H Dallas, Alfred A Bradley, and
David G Cannon, et al ,
Respondents

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1, 2000

FILED 324 2009
Sharon
Deputy C

STATE OF SOUTH CAROLINA
PLEAS

IN THE COURT OF COMMON

02-0122
COUNTY OF AIKEN

Common Pleas Case No 2007-CP-

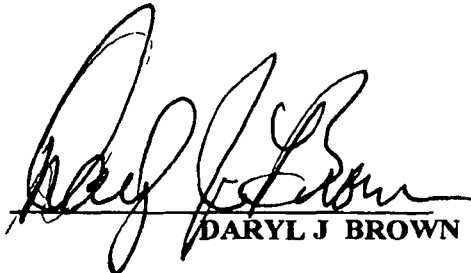
IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

Personally appeared before me, Daryl J Brown, who first being duly sworn, states as follows

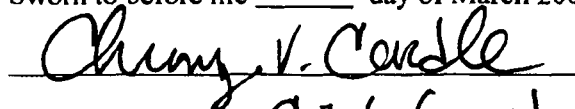
- 1 I am a party in the above entitled actions
- 2 I am 48 years old
- 3 My father is James Brown who passed away on December 25, 2006
- 4 I participated in mediation and was a part of the negotiation process
- 5 I have read and understand the settlement agreement dated August 10, 2008 and the addendum thereto (hereinafter "the agreement")
- 6 I have authorized my attorney, Louis Levenson of Levenson & Associates to present this affidavit to the court and represent to the Court that I freely and voluntary consent to the agreement
- 7 I understand, if this agreement is approved by the Circuit Court, it can also be enforced by the Circuit Court

- 8 I have consulted with my attorney and they have answered all my questions concerning the proposed agreement
- 9 I do not have any questions concerning the proposed agreement
- 10 I am entering into this agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 11 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement
- 12 I believe that my attorneys have done everything I have asked of them and I am satisfied with the legal services performed by my attorneys on my behalf
- 13 I understand that the terms of the agreement are final and cannot be modified
- 14 I am not under the influence of any type of drugs, medication, stress, alcohol, or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 15 The agreement presented to the court is just, fair, reasonable and equitable to me and my minor daughter and Janise Venisha Brown
- 16 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement and it is also in my minor child's best interest for the court to approve the agreement
- 17 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught


DARYL J BROWN

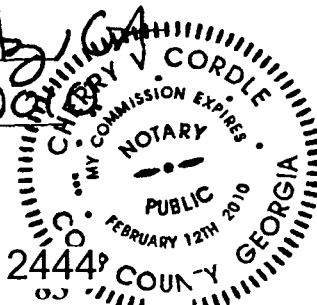
Sworn to before me 25 day of March 2009


Cheryl V. Cordle

Notary Public for Cherokee County, GA

My Commission Expires

2/12/2010



Cc Aiken County Probate Court

✓ Louis Levenson
✓ 125 Broad St S W
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✓ Robert Rosen
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STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE PROBATE COURT
Probate Court No 2008-CP-02-1647

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

Petitioner,

Vs

Albert H Dallas Alfred A Bradley, and
David G Cannon, et al ,
Respondents

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1, 2000

FILE 3-24-2009
Sherrin J. [Signature]
Deputy Clerk

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
Common Pleas Case No 2007-CP-02-0122

IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

Personally appeared before me, Venisha Brown, who first being duly sworn, states as follows

- 1 I am a party in the above entitled actions
- 2 I am 44 years old
- 3 My father is James Brown who passed away on December 25, 2006
- 4 I participated in mediation and was a part of the negotiation process
- 5 I have read and understand the settlement agreement dated August 10, 2008 and the addendum thereto (hereinafter "the agreement")
- 6 I have authorized my attorney, Louis Levenson of Levenson & Associates to present this affidavit to the court and represent to the Court that I freely and voluntary consent to the agreement
- 7 I understand, if this agreement is approved by the Circuit Court, it can also be enforced by the Circuit Court
- 8 I have consulted with my attorney and they have have answered all my questions concerning the proposed agreement

- 9 I do not have any questions concerning the proposed agreement
- 10 I am entering into this agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 11 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement
- 12 I believe that my attorneys have done everything I have asked of them and I am satisfied with the legal services performed by my attorneys on my behalf
- 13 I understand that the terms of the agreement are final and cannot be modified
- 14 I am not under the influence of any type of drugs, medication, stress, alcohol, or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 15 The agreement presented to the court is just, fair, reasonable and equitable to me
- 16 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement and it is also in my minor child's best interest for the court to approve the agreement
- 17 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught

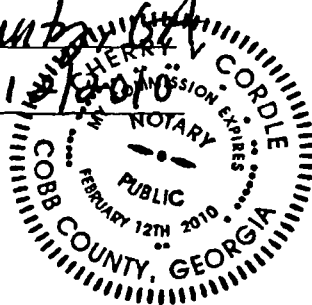
Vanisha Brown by
Aleena B. Thomas, Attorney
VENISHA BROWN
in Fact

Sworn to before me 25 day of March 2009

Cherry V. Cordle

Notary Public for *Cobb County GA*

My Commission Expires *2/12/2010*



Cc Aiken County Probate Court

Louis Levenson

✓ 125 Broad St S W
Atlanta, Ga 30303

Robert Rosen

✓ 18 Broad St
Charleston, S C 29401

✓ David Bell

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STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE PROBATE COURT
Probate Court No 2008-CP-02-1647

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

Petitioner,
Vs

Albert H Dallas, Alfred A Bradley, and
David G Cannon, et al ,
Respondents

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1, 2000

FILED 326 2009
CP&GS
D. Clerk

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
Common Pleas Case No 2007-CP-02-0122

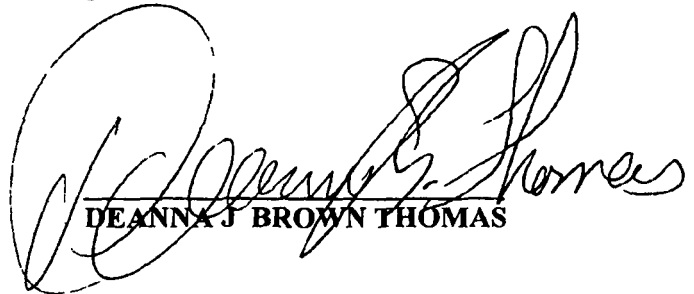
IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

Personally appeared before me, Deanna J Brown Thomas, who first being duly sworn, states as follows

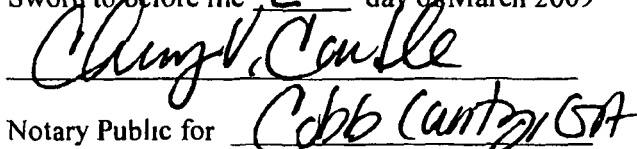
- 1 I am a party in the above entitled actions
- 2 I am 40 years old
- 3 My father is James Brown who passed away on December 25, 2006
- 4 I participated in mediation and was a part of the negotiation process
- 5 I have read and understand the settlement agreement dated August 10, 2008 and the addendum thereto (hereinafter "the agreement")
- 6 I have authorized my attorney, Louis Levenson of Levenson & Associates to present this affidavit to the court and represent to the Court that I freely and voluntary consent to the agreement
- 7 I understand, if this agreement is approved by the Circuit Court, it can also be enforced by the Circuit Court
- 8 I have consulted with my attorney and they have have answered all my questions concerning the proposed agreement

- 9 I do not have any questions concerning the proposed agreement
- 10 I am entering into this agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 11 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement
- 12 I believe that my attorneys have done everything I have asked of them and I am satisfied with the legal services performed by my attorneys on my behalf
- 13 I understand that the terms of the agreement are final and cannot be modified
- 14 I am not under the influence of any type of drugs, medication, stress, alcohol, or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 15 The agreement presented to the court is just, fair, reasonable and equitable to me
- 16 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement and it is also in my minor child's best interest for the court to approve the agreement
- 17 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught


DEANNA J BROWN THOMAS

Sworn to before me 23 day of March 2009


Notary Public for Cobb County, GA

My Commission Expires 2/12/2010

Cc Aiken County Probate Court

Louis Levenson

✓ 125 Broad St S W
Atlanta, Ga 30303

Robert Rosen

✓ 18 Broad St
Charleston, S C 29401

✓ David Bell

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Augusta, Ga 30903

Bill Tucker

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✓ Stephen Slothiver

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✓ Bob Buchanan

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✓ Jan Warner
PO Box 11704
Columbia, SC 29211-1704

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

Petitioner,
Vs

Albert H Dallas, Alfred A Bradley and
David G Cannon, et al,
Respondents

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1, 2000

IN THE PROBATE COURT
Probate Court No 2008-CP-02-1647

FILED 3:24 2009
Dist. Clerk
Sharon Jones 325
Deputy

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

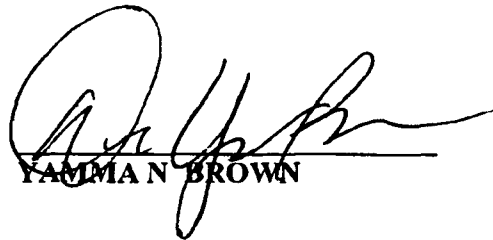
IN THE COURT OF COMMON PLEAS
Common Pleas Case No 2007-CP-02-0122

Personally appeared before me, Yamma N Brown, who first being duly sworn, states as follows

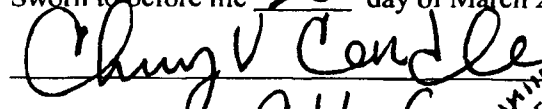
- 1 I am a party in the above entitled actions
- 2 I am 36 years old
- 3 My father is James Brown who passed away on December 25, 2006
- 4 I participated in mediation and was a part of the negotiation process
- 5 I have read and understand the settlement agreement dated August 10, 2008 and the addendum thereto (hereinafter "the agreement")
- 6 I have authorized my attorney, Louis Levenson of Levenson & Associates to present this affidavit to the court and represent to the Court that I freely and voluntary consent to the agreement
- 7 I understand if this agreement is approved by the Circuit Court, it can also be enforced by the Circuit Court
- 8 I have consulted with my attorney and they have answered all my questions concerning the proposed agreement

- 9 I do not have any questions concerning the proposed agreement
- 10 I am entering into this agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 11 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement
- 12 I believe that my attorneys have done everything I have asked of them and I am satisfied with the legal services performed by my attorneys on my behalf
- 13 I understand that the terms of the agreement are final and cannot be modified
- 14 I am not under the influence of any type of drugs, medication, stress, alcohol, or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 15 The agreement presented to the court is just, fair, reasonable and equitable to me and my children Sydney [REDACTED] and Carrington L. [REDACTED]
- 16 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement and it is also in my minor child's best interest for the court to approve the agreement
- 17 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught


YAMMA N. BROWN

Sworn to before me 25 day of March 2009

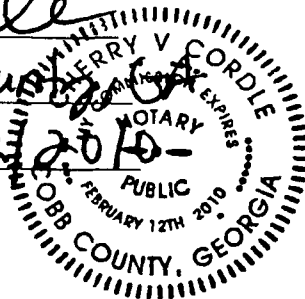

Cheryl V. Cordle

Notary Public for

Cobb County, GA

My Commission Expires

2/12/2010



Cc Aiken County Probate Court

✓ Louis Levenson
✓ 125 Broad St S W
Atlanta, Ga 30303

✓ Robert Rosen
✓ 18 Broad St
Charleston, S C 29401

✓ David Bell
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William J Barr
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Kingstree, S C 29556

James Nance
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Aiken, SC 29802

✓ Jan Warner
PO Box 11704
Columbia, SC 29211-1704

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

Petitioner,
Vs

Albert H Dallas, Alfred A Bradley, and
David G Cannon, et al ,
Respondents

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1, 2000

IN THE PROBATE COURT
Probate Court No 2008-CP 02-1647

FILED 326 2009
Lindsey Delores Brown
Clerk
3.25

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

IN THE COURT OF COMMON PLEAS
Common Pleas Case No 2007-CP-02-0122

Personally appeared before me, Lindsey Delores Brown, who first being duly sworn, states as follows

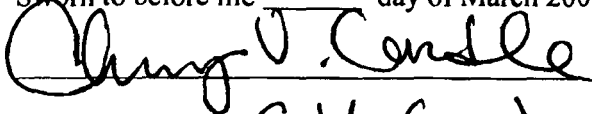
- 1 I am a party in the above entitled actions and the daughter of Daryl J Brown
- 2 I am 19 years old
- 3 My father is James Brown who passed away on December 25, 2006
- 4 My father participated in mediation and was a part of the negotiation process I have discussed the mediation and settlement with my father as well as reviewed the filings by the parties
- 5 I have read and understand the settlement agreement dated August 10, 2008 and the addendum thereto (hereinafter "the agreement")
- 6 I have authorized attorney, Louis Levenson of Levenson & Associates to present this affidavit to the court and represent to the Court that I freely and voluntarily consent to the agreement
- 7 I understand, if this agreement is approved by the Circuit Court, it can also be enforced by the Circuit Court

- 9 I do not have any questions concerning the proposed agreement
- 10 I am entering into this agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 11 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement
- 12 I believe this settlement is in my best interest
- 13 I understand that the terms of the agreement are final and cannot be modified
- 14 I am not under the influence of any type of drugs, medication, stress, alcohol, or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 15 The agreement presented to the court is just, fair, reasonable and equitable to me
- 16 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement
- 17 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught

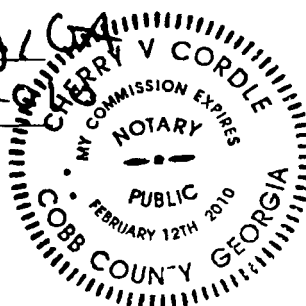

LINDSEY DELORES BROWN

Sworn to before me 25 day of March 2009



Notary Public for Cobb County, GA

My Commission Expires 2/12/2010



Cc Aiken County Probate Court

Louis Levenson

✓ 125 Broad St S W
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Robert Rosen

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Charleston, S C 29401

✓ David Bell

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Bill Tucker

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Kingstree, S C 29556

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Aiken, SC 29802

✓ Jan Warner
PO Box 11704
Columbia, SC 29211-1704

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE PROBATE COURT
Probate Court No 2008-CP-02-1647

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

Petitioner

Vs

Albert H Dallas, Alfred A Bradley, and
David G Cannon, et al ,
Respondents

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1, 2000

FILED 3 26 2009
J. J. Godard
Clerk
Shannon June 3 25

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
Common Pleas Case No 2007-CP-02-0122

IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

Personally appeared before me Jason Brown Lewis, who first being duly sworn, states as follows

- 1 I am a party in the above entitled actions and the son of Deanna Brown Thomas
- 2 I am 19 years old
- 3 My grandfather is James Brown who passed away on December 25, 2006
- 4 My mother participated in a mediation and was a part of the negotiation process I have discussed the mediation and settlement with her as well as reviewed the filings by the parties
- 5 I have read and understand the settlement agreement dated August 10, 2008 and the addendum thereto (hereinafter "the agreement")
- 6 I have authorized attorney, Louis Levenson of Levenson & Associates to present this affidavit to the court and represent to the Court that I freely and voluntarily consent to the agreement
- 7 I understand, if this agreement is approved by the Circuit Court, it can also be enforced by the Circuit Court

- 9 I do not have any questions concerning the proposed agreement
- 10 I am entering into this agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 11 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement
- 12 I believe this settlement is in my best interest
- 13 I understand that the terms of the agreement are final and cannot be modified
- 14 I am not under the influence of any type of drugs, medication, stress, alcohol, or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 15 The agreement presented to the court is just, fair, reasonable and equitable to me
- 16 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement
- 17 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught

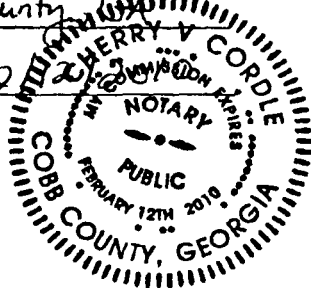
Jason Brown Lewis
JASON BROWN LEWIS, II

Sworn to before me 25 day of March 2009

Cherry V Cordle

Notary Public for Cobb County, GA

My Commission Expires 2



Cc Aiken County Probate Court

Louis Levenson

✓ 125 Broad St S W
Atlanta, Ga. 30303

Robert Rosen

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✓ David Bell

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Bill Tucker

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STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

) IN THE PROBATE COURT
) Probate Court No 2008-CP-02-1647

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

Petitioner,

Vs

Albert H Dallas, Alfred A Bradley, and
David G Cannon, et al ,
Respondents

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1 2000

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

) IN THE COURT OF COMMON PLEAS
) Common Pleas Case No 2007-CP-02-0122

IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

Personally appeared before me, Jason Brown Lewis, who first being duly sworn, states as follows

- 1 I am a party in the above entitled actions and the son of Deanna Brown Thomas
- 2 I am 18 years old
- 3 My grandfather is James Brown who passed away on December 25, 2006
- 4 My mother participated in a mediation and was a part of the negotiation process I have discussed the mediation and settlement with her as well as reviewed the filings by the parties
- 5 I have read and understand the settlement agreement dated August 10, 2008 and the addendum thereto (hereinafter "the agreement")
- 6 I have authorized attorney, Louis Levenson of Levenson & Associates to present this affidavit to the court and represent to the Court that I freely and voluntarily consent to the agreement
- 7 I understand, if this agreement is approved by the Circuit Court, it can also be enforced by the Circuit Court

- 9 I do not have any questions concerning the proposed agreement
- 10 I am entering into this agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 11 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement
- 12 I believe this settlement is in my best interest
- 13 I understand that the terms of the agreement are final and cannot be modified
- 14 I am not under the influence of any type of drugs, medication, stress, alcohol, or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 15 The agreement presented to the court is just, fair, reasonable and equitable to me
- 16 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement
- 17 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught

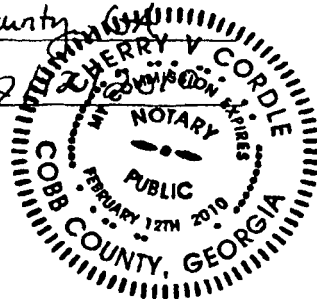
Jason Brown Lewis
JASON BROWN LEWIS, II

Sworn to before me 25 day of March 2009

Cherry V Cordle

Notary Public for Cobb County, GA

My Commission Expires 2



STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

) IN THE PROBATE COURT
) Probate Court No 2008-CP-02-1647

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

Petitioner,
Vs

Albert H Dallas, Alfred A Bradley, and
David G Cannon, et al ,
Respondents

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1, 2000

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

) IN THE COURT OF COMMON PLEAS
) Common Pleas Case No 2007-CP 02-0122

IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

Personally appeared before me, Lindsey Delores Brown, who first being duly sworn, states as follows

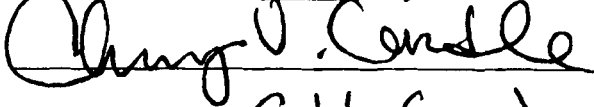
- 1 I am a party in the above entitled actions and the daughter of Daryl J Brown
- 2 I am 19 years old
- 3 My father is James Brown who passed away on December 25, 2006
- 4 My father participated in mediation and was a part of the negotiation process I have discussed the mediation and settlement with my father as well as reviewed the filings by the parties
- 5 I have read and understand the settlement agreement dated August 10 2008 and the addendum thereto (hereinafter "the agreement")
- 6 I have authorized attorney, Louis Levenson of Levenson & Associates to present this affidavit to the court and represent to the Court that I freely and voluntary consent to the agreement
- 7 I understand if this agreement is approved by the Circuit Court, it can also be enforced by the Circuit Court

- 9 I do not have any questions concerning the proposed agreement
- 10 I am entering into this agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 11 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement
- 12 I believe this settlement is in my best interest
- 13 I understand that the terms of the agreement are final and cannot be modified
- 14 I am not under the influence of any type of drugs, medication, stress, alcohol, or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 15 The agreement presented to the court is just, fair, reasonable and equitable to me
- 16 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement
- 17 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught

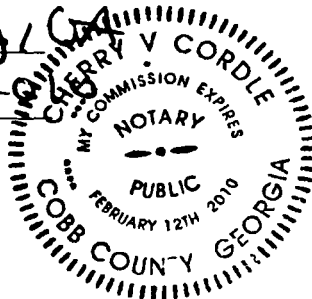

LINDSEY DELORES BROWN

Sworn to before me 25 day of March 2009


Cherry V. Cordle

Notary Public for Cobb County, GA

My Commission Expires 2/12/2010



STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

)
)

IN THE PROBATE COURT
Probate Court No 2008-CP-02-1647

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

)
)
)
)

Petitioner,
Vs

)
)
)

Albert H Dallas, Alfred A Bradley, and
David G Cannon, et al ,
Respondents

)
)
)

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1 2000

)
)
)

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

)
)
)

IN THE COURT OF COMMON PLEAS
Common Pleas Case No 2007-CP-02-0122

IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

)
)
)

Personally appeared before me, Venisha Brown, who first being duly sworn, states as follows

- 1 I am a party in the above entitled actions
- 2 I am 44 years old
- 3 My father is James Brown who passed away on December 25, 2006
- 4 I participated in mediation and was a part of the negotiation process
- 5 I have read and understand the settlement agreement dated August 10, 2008 and the addendum thereto (hereinafter "the agreement")
- 6 I have authorized my attorney, Louis Levenson of Levenson & Associates to present this affidavit to the court and represent to the Court that I freely and voluntary consent to the agreement
- 7 I understand, if this agreement is approved by the Circuit Court, it can also be enforced by the Circuit Court
- 8 I have consulted with my attorney and they have have answered all my questions concerning the proposed agreement

- 9 I do not have any questions concerning the proposed agreement
- 10 I am entering into this agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 11 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement
- 12 I believe that my attorneys have done everything I have asked of them and I am satisfied with the legal services performed by my attorneys on my behalf
- 13 I understand that the terms of the agreement are final and cannot be modified
- 14 I am not under the influence of any type of drugs, medication, stress, alcohol or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 15 The agreement presented to the court is just, fair, reasonable and equitable to me
- 16 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement and it is also in my minor child's best interest for the court to approve the agreement
- 17 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught

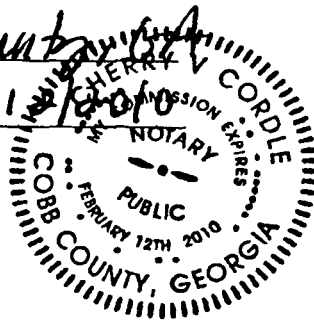
Vanisha Brown by
Alanna B. Thomas, Attorney
VENISHA BROWN
in fact

Sworn to before me 25 day of March 2009

Cheryl V. Cordle

Notary Public for Cobb County, GA

My Commission Expires 2/12/2010



STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE PROBATE COURT
Probate Court No 2008-CP-02 1647

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

Petitioner,

Vs

Albert H Dallas, Alfred A Bradley, and
David G Cannon, et al ,
Respondents

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1, 2000

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
Common Pleas Case No 2007-CP-02-0122

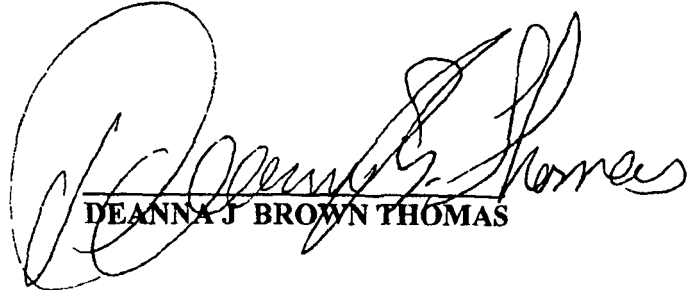
IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

Personally appeared before me, Deanna J Brown Thomas, who first being duly sworn, states
as follows

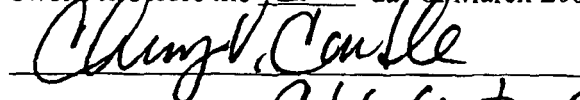
- 1 I am a party in the above entitled actions
- 2 I am 40 years old
- 3 My father is James Brown who passed away on December 25, 2006
- 4 I participated in mediation and was a part of the negotiation process
- 5 I have read and understand the settlement agreement dated August 10, 2008 and the
addendum thereto (hereinafter the agreement")
- 6 I have authorized my attorney, Louis Levenson of Levenson & Associates to present
this affidavit to the court and represent to the Court that I freely and voluntary
consent to the agreement
- 7 I understand, if this agreement is approved by the Circuit Court, it can also be
enforced by the Circuit Court
- 8 I have consulted with my attorney and they have have answered all my questions
concerning the proposed agreement

- 9 I do not have any questions concerning the proposed agreement
- 10 I am entering into this agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 11 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement
- 12 I believe that my attorneys have done everything I have asked of them and I am satisfied with the legal services performed by my attorneys on my behalf
- 13 I understand that the terms of the agreement are final and cannot be modified
- 14 I am not under the influence of any type of drugs, medication, stress, alcohol, or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 15 The agreement presented to the court is just, fair, reasonable and equitable to me
- 16 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement and it is also in my minor child's best interest for the court to approve the agreement
- 17 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught


DEANNA J. BROWN THOMAS

Sworn to before me 23 day of March 2009



Notary Public for Cobb County, GA

My Commission Expires 2/12/2010

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

) IN THE PROBATE COURT
) Probate Court No 2008-CP-02-1647

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

Petitioner,
Vs

Albert H Dallas, Alfred A Bradley, and
David G Cannon, et al ,
Respondents

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1, 2000

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

) IN THE COURT OF COMMON PLEAS
) Common Pleas Case No 2007 CP-02-0122

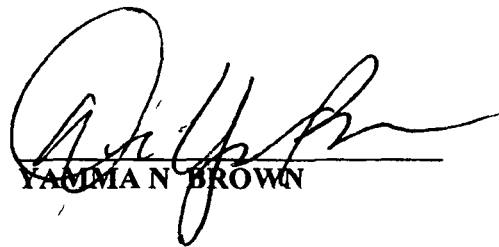
IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

Personally appeared before me, Yamma N Brown, who first being duly sworn, states as follows

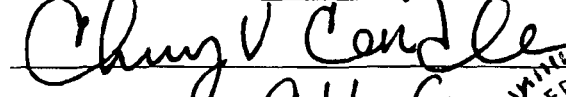
- 1 I am a party in the above entitled actions
- 2 I am 36 years old
- 3 My father is James Brown who passed away on December 25 2006
- 4 I participated in mediation and was a part of the negotiation process
- 5 I have read and understand the settlement agreement dated August 10, 2008 and the addendum thereto (hereinafter "the agreement")
- 6 I have authorized my attorney, Louis Levenson of Levenson & Associates to present this affidavit to the court and represent to the Court that I freely and voluntary consent to the agreement
- 7 I understand, if this agreement is approved by the Circuit Court, it can also be enforced by the Circuit Court
- 8 I have consulted with my attorney and they have have answered all my questions concerning the proposed agreement

- 9 I do not have any questions concerning the proposed agreement
- 10 I am entering into this agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 11 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement
- 12 I believe that my attorneys have done everything I have asked of them and I am satisfied with the legal services performed by my attorneys on my behalf
- 13 I understand that the terms of the agreement are final and cannot be modified
- 14 I am not under the influence of any type of drugs, medication, stress, alcohol, or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 15 The agreement presented to the court is just, fair, reasonable and equitable to me and my children Sydney and Carrington L
- 16 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement and it is also in my minor child's best interest for the court to approve the agreement
- 17 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught

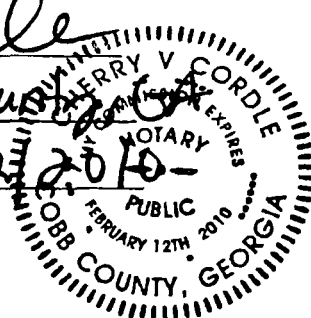

YAMMA N. BROWN

Sworn to before me 25 day of March 2009


Cheryl V. Cordle

Notary Public for Cobb County, Georgia

My Commission Expires 2/12/2010



STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

HENRY DARGAN MCMASTER, in his)
capacity as Attorney General of the State)
of South Carolina, DARYL J BROWN,)
on behalf of his minor children, LINDSEY)
DELORES BROWN and JANISE)
[REDACTED] B [REDACTED], DEANNA J)
BROWN THOMAS, on behalf of her minor)
children, JASON BROWN LEWIS,)
YAMMA N BROWN, on behalf of her)
minor children, SYDNEY L [REDACTED])
CARRINGTON L [REDACTED] and TONYA)
BROWN, VANISHA BROWN, and)
LARRY BROWN, TOMMIE RAE)
HYNIE BROWN, JAMES [REDACTED])
B [REDACTED] through his Guardian Ad)
Litem)

Petitioners,)

- vs -)

ALBERT H DALLAS, ALFRED A)
BRADLEY, and DAVID G CANNON,)
individually and as (purported) Trustees)
of the James Brown 2000 Irrevocable Trust,)
ADELE J POPE and ROBERT L)
BUCHANAN, JR , individually, and as)
(purported) Personal Representatives of the)
Estate of James Brown and Trustees of the)
James Brown 2000 Irrevocable Trust,)
TERRY BROWN, ROMUNZO BROWN)
FORLANDO BROWN, CINNAMON)
N M PARIS, LARHONDA PETITT, and)
JEANNETTE MITCHELL)

Respondents)

In Re)

The Estate of James Brown and The James)
Brown 2000 Irrevocable Trust u/a/d)
August 1, 2000)

IN THE PROBATE COURT
FOR THE SECOND JUDICIAL CIRCUIT
PROBATE CASE NO 07-ES-02-0056
CIRCUIT CASE NO 08-CP-02-1647

AFFIDAVIT OF A PETER SHAHID, JR
AS TO THE CHAIN OF CUSTODY
FOR DNA TESTING OF THE MINOR
CHILD, JAMES [REDACTED] B [REDACTED]

IN THE PROBATE COURT
CASE NO 2007-ES-02-0056

PERSONALLY APPEARED BEFORE ME, A Peter Shahid, Jr , and after being duly
s follows

- 1 My name is A Peter Shahid, Jr I am a lawyer licenced to practice law in the
State of South Carolina since 1981
- 2 I was retained to represent the minor child James Joseph Brown, II, and
Mr Stephen Slotchiver, who was appointed by this Court to serve as a Gaurdian
Ad Litem to James [REDACTED] B [REDACTED]
- 3 On March 21, 2008, I located from online research, a company known as
Paternity Experts located in Eugene, Oregon to faciliate the DNA testing for
paternity of James [REDACTED] B [REDACTED]
- 4 I ordered and received a kit from Paternity Experts, which consisted of two plain
manula envelopes with cotton Q-tips, and instructions on the method to collect
samples for DNA testing I forwarded to Tommie Rae Brown, to her home
address at 5611 Valley Circle Boulevard , Woodland Hills, California, 91367 on
March 27, 2008 the kit with the enclosed instructions, a copy of that letter with
the enclosed instructions are attached hereto and incorporated herein as Exhibit

'A "

5 I made contact with Ms Brown a few days later and was advised she had not yet received the kit On April 3, 2008, I forwarded to her by Federal Express a second envelope kit from Paternity Experts, with the cotton Q-tip and instructions, and a copy of my letter to her of March 27, 2008 A copy of the Federal Express Airbill is attached hereto and incorporated herein as Exhibit "B "

6 I received from Ms Brown, on or about April 7, 2008, the return manila collection envelope including the cotton swab, with the markings indicating that it was the same envelope I had previously sent to her, requesting that she obtain the swab of her son James [REDACTED] B [REDACTED]

7 On April 8, 2008, I received from Russell A Harley, MD a portion of the femur of the late James Brown, as reflected by letter of April 8, 2008, attached as Exhibit ' C"

8 On April 8, 2008, I sent to Paternity Experts, 895 Country Club Road, Suite C-250, Eugene, Oregon by UPS Next Day Air, the femur I had received from Dr Harley and the sample from Tommie Rae Brown A copy of my letter of April 7, 2008, a copy of the UPS Next Day Airbill, and a copy of the Paternity Experts Requestor Contact Information for Client # 23672 are attached as Exhibit "D-1," "D-2," and ' D-3 "

9 On April 18, 2008, I was notified by email of the results of the paternity screening report indicating that the late James Joseph Brown is the father of James [REDACTED] B [REDACTED] A copy of the email printout of the paternity screening report is attached hereto and incorporated herein as Exhibit "E "

10 I subsequently received a paternity report signed by Robert M Archer, PhD,

dated April 18, 2008, which is a signed copy of Exhibit "E" and which I am attaching hereto as Exhibit "F "

- 11 On April 26, 2008, the femur of James [REDACTED] B[REDACTED], which was sent to Paternity Experts, was returned to me by Federal Express. A copy of the airbill of the Priority Overnight Shipment Invoice is attached hereto and incorporated herein as Exhibit "G". The femur has remained in my office since the 26th of April, 2008.

Further, Affiant sayeth not!

A PETER SHAHID, JR

Sworn to and subscribed to before me

this _____ day of _____, 2009

Notary Public for the State of South Carolina

My Commission Expires _____, 20____

SHAHID LAW OFFICE, LLC

A PETER SHAHID JR
89 BROAD STREET
CHARLESTON SOUTH CAROLINA 29401

OFFICE (843) 853-4500
FAX (843) 722 1119
SHAHIDLO@BELLSOUTH.NET

EXHIBIT "A"

March 27, 2008

PERSONAL AND CONFIDENTIAL
TO BE OPENED BY ADDRESSEE ONLY

Tommie Rae Brown
5611 Valley Circle Blvd
Woodland Hills, CA 91367

Re DNA Testing

Dear Ms Brown

Please find enclosed a DNA collection kit and instructions. Please return the sample from Little Man to me in the self-addressed stamped envelope provided.

Thank you for your kind attention to this matter.

With kind regards, I am

Sincerely,



A Peter Shahid, Jr

APS/mjm

Enclosures

DNA Collection Instructions (Please read before collecting the samples)

The DNA we will use is contained in the cells that line the inner surface of the cheek. We need two swabs from each person being tested. Each package contains two sterile swabs.

Step 1 We want two swabs for each person being tested. It is best to use one swab on the right side and the other swab on the left side of the inside of the cheek. **Do not touch the tip of the swab.** Scrape and rotate the swab on the inside of the cheek, approximately, 10 seconds on each side. Repeat the process with the other swab on the other side of the mouth. For example if you used one swab on the left side use the other swab on the right side.

Step 2 Open the appropriate labeled swab package, i.e. Father or Child. Remove the swabs, one at a time, from the sterile package. After collecting cheek cells using the swab immediately place the swab directly into the package from which it was removed. Note: The DNA on the swabs will last about 10-15 days, please send them right away. **DO NOT PUT SWAB SAMPLES IN PLASTIC BAGS**

Step 3 Place the paperwork and the swabs into the pre-addressed envelope provided. You will only need one first-class stamp to mail the envelope. Please sign and date below.

Terms and Conditions

-Samples must be returned to Genetic Identity-Paternity Experts for testing within six (6) months of purchase. Any extensions on that time frame must be approved in writing by Genetic Identity-Paternity Experts.

-All personal cases are closed three (3) months after the initial test. After three (3) months, a new test must be ordered. There will be no add-ons to a test that is more than three (3) months old.

-We will provide one (1) signed copy of results. Additional reports can be mailed at a rate of \$25.00 per copy. There is no charge for additional emailed reports. Reports must be requested within 30 days of test completion.

-Genetic Identity-Paternity Experts will not provide reports on closed cases.

Genetic Identity-Paternity Experts is not responsible for lost or misdirected mail.

-If Genetic Identity-Paternity Experts tests your sample and it is non-compliant, fails to provide a DNA Profile, you will have the option of purchasing a new kit for collection (\$10.00) or sending in a collect & send sample swab. The cost to repeat a failed sample is \$35.00 per sample. To submit a new forensic sample for testing, the cost is \$80.00 per sample.

-Only authorized contacts with the password will have access to an account. This includes email and phone access. Please list all authorized contacts and clearly print your password in the boxes provided.

-Due to the nature of genetic testing, Genetic Identity-Paternity Experts assumes no liability for tests not completed within two (2) to five (5) business days.

-These terms and conditions are subject to change without notice.

If you are returning your samples back via Express Services requesting signature confirmation, please send them to: 895 Country Club Rd. Suite C250, Eugene, OR 97401.

I, the above signed, have read and understand these policies

Date

FedEx Express US Airbill

8617 5191 5788

0200

F M
10 N

FedEx Retrieval Copy

1 From Date 4/13/08 Sender's FedEx Account Number 421150427

Sender's Name Tommie Rae Brown Phone

Company

Address 5611 Valley Circle Blvd

City Woodland Hills State CA ZIP 91367

2 Your Internal Billing Reference

3 To Recipient's Name Peter Shahid Phone

Company Shahid Law Office

Recipients Address 89 Broad St.

Address Charleston State SC ZIP 29401



8617 5191 5788

4a Express Package Service

1 ☐ FedEx Priority Overnight Next business morning. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

5 ☒ FedEx Standard Overnight Next business morning. Saturday Delivery NOT available.

6 ☐ FedEx First Overnight Earlier next business morning. Saturday Delivery NOT available.

3 ☐ FedEx 2Day Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

20 ☐ FedEx Express Saver Third business day. Saturday Delivery NOT available.

4b Express Freight Service

7 ☐ FedEx 1Day Freight Next business day. Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

8 ☐ FedEx 2Day Freight Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

83 ☐ FedEx 3Day Freight Third business day. Saturday Delivery NOT available.

5 Packaging

6 ☒ FedEx Envelope 2 ☐ FedEx Pak Includes FedEx Small and FedEx Large Paks. 3 ☐ FedEx Box 4 ☐ FedEx Tube 1 ☐ Other

6 Special Handling

3 ☐ SATURDAY Delivery Not available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver or FedEx 2Day. 1 ☐ HOLD Weekday at FedEx Location Not available for FedEx First Overnight, FedEx Express Saver or FedEx 2Day. 31 ☐ HOLD Saturday at FedEx Location Available ONLY for FedEx First Overnight, FedEx Express Saver or FedEx 2Day.

4 ☒ No 4 ☐ Yes As per label. 5 ☐ Yes Shipper's Declaration not required. 6 ☐ Dry Ice 9 at 1845. 7 ☐ Large Air Mail Only.

7 Payment Bill to Sender, Recipient, Third Party, Credit Card, Cash/Check.

8 Residential Delivery Signature Options

No Signature Required Package may be left without obtaining signature for delivery. 10 ☐ Direct Signature Someone at recipient's address may sign for delivery. Fee applies. 34 ☐ Indirect Signature If no one available at recipient's address, someone at neighboring address may sign for delivery. Fee applies.

520

fedex.com 1800 GoFedEx 1800 463 3339

2483

1 1 1

EXHIBIT "B"

**Medical and Forensic
Autopsy Section**

**Pathology and
Laboratory Medicine**
165 Ashley Avenue Ste 309
PO Box 250908
Charleston SC 29425

Ph (843) 792 3500/3556
Fax (843) 792 3537

EXHIBIT "C"

8 APRIL 2008

**PORTION OF FEMUR FROM
JAMES BROWN**

RUSSELL A HARLEY, MD



UPS Next Day Air UPS Worldwide Express Shipping Document

See instructions on back. Call 1-800-PICK UPS (800-742 5877) for additional information.

TRACKING NUMBER **J172 893 520 3**

1 SHIPMENT FROM

SHIPPER'S UPS ACCOUNT NO **220 X15**
REFERENCE NUMBER

NAME **Peter Shabert, Jr** TELEPHONE

COMPANY **Shabert Law Office**

STREET ADDRESS **89 Broad St.**

CITY AND STATE **Charleston, SC** ZIP CODE **29401**

2 EXTREMELY URGENT DELIVERY TO

NAME **Paternity Experts** TELEPHONE **541-688-4988**

COMPANY **895 Country Club Rd. Ste C-250**

STREET ADDRESS **Eugene, OR**

CITY AND STATE (INCLUDE COUNTRY IF INTERNATIONAL)

DEPT./FLR

DATE OF SHIPMENT

SHIPPER'S SIGNATURE **X**

DATE OF SHIPMENT **4/8/03**

010181116 11/00 MW

WEIGHT	ENTER LBS IF LETTER	WEIGHT If Applicable	SHIPPER'S COPY
4 TYPE OF SERVICE	☒ NEXT DAY AIR ☐ EXPRESS (INTL) ☐ DOCUMENTS ONLY		CHARGES \$
5 OPTIONAL SERVICES	☐ SATURDAY PICKUP ☐ SATURDAY DELIVERY ☐ INSURED VALUE ☐ C.O.D. ☐ An Additional Handling Charge applies for certain items. See instructions.		\$
6 ADDITIONAL HANDLING CHARGE			\$
7 METHOD OF PAYMENT	☐ BILL SHIPPER ☐ BILL RECEIVER ☐ CREDIT CARD ☐ CHECK		\$
8 RECEIVERS/THIRD PARTYS UPS ACCT NO OR MAJOR CREDIT CARD NO			EXPIRATION DATE
THIRD PARTYS COMPANY NAME			
STREET ADDRESS			
CITY AND STATE			ZIP CODE

SHIPPER'S SIGNATURE **X** *Molly Shabert*

DATE OF SHIPMENT **4/8/03**

010181116 11/00 MW

EXHIBIT "D-1"

SHAHID LAW OFFICE, LLC

A PETER SHAHID JR
89 BROAD STREET
CHARLESTON SOUTH CAROLINA 29401

OFFICE (843) 853 4500
FAX (843) 722 1119
SHAHIDLO@BELLSOUTH.NET

April 7, 2008

EXHIBIT "D-2"

Paternity Experts
895 Country Club Road, Ste C-250
Eugene, OR 97401

Re DNA Testing

Dear Sirs

Please find enclosed a human specimen of James Brown and a saliva swab of James B. [REDACTED] Please conduct a DNA paternity test on these samples

This letter is to confirm that I retained your services to assist me in representing my client James [REDACTED] It is my understanding that any information received by my client and any work generated as a result of your assistance in this matter will remain privileged and confidential as a result of the attorney/client relationship

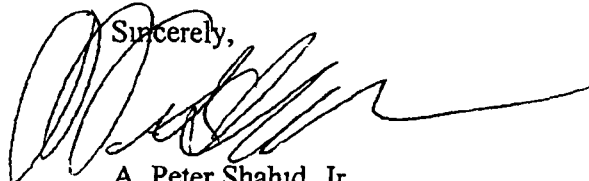
I further understand that any financial arrangements we have discussed regarding the payment of the fees for your services does not contravene this relationship

I wish to affirm the need to maintain the anonymity of the samples and results of the testing as they are presented to and return from the lab due to the extreme sensitivity of this matter

If you have an understanding different than as outlined above, please contact me as soon as possible

Please provide written and verbal confirmation of the results of the paternity test to me, A Peter Shahid, Jr, only, and to no other individual, entity, or organization

Sincerely,



A Peter Shahid, Jr

Enclosures



Paternity Experts
PO Box 40787
Eugene OR 97404-0137
541-688-4988
Fax 541-461-3810

Important – Confidentiality and Security information

Paternity Experts will release the test results *only* to the person listed as the "Contact Name" unless more authorized names are added on this form. Once this form is submitted, contact information cannot be changed over the phone unless the password is given. We will not give out results over the phone to anyone who calls unless the password is given.

EXHIBIT D-3

Requester's Contact Information (Please print clearly)

Contact Name PETER SHAHID Client # 23672
Address 89 Broad Street
City Charleston State SC Zip Code 29401
Phone Home _____ Work 843-853-4500 Cell 843-323-6474
E mail ShahidLO@bellsouth.net Fax 843-722-1119

Relationship	Name (As it should appear on the report)	Cost	Type of Test	Alleged Father's Race (Check one)
Alleged Father	James Brown	99	☒ Paternity ☐ Maternity ☐ Sibling - Full ☐ Sibling - Half ☐ Grandparentage ☐ Y-Chromosome	(REQUIRED) ☐ Caucasian
Child #1	James B. [REDACTED]			☒ African American
Child #2		☐ [REDACTED]		
Mother	Tommie Rae Brown	☐ Hispanic		
	-CCV-	☐ Native American		
	FORENSIC SAMPLE	☐ Other (Specify)		
3/21/08 MC		Total Paid 179		
Is there DNA coming from another location? Yes ☐ No ☒				
How do you want the results reported to you? (check all that apply) ☒ Mail (Discreet envelope) ☐ E-mail ☒ You will call us for results Anyone who calls for results will be asked the password. Write your password here. →			Password: <u>Jean</u>	
You authorize the following people to use the password to obtain the test results <u>Peter Shahid</u>		List additional email addresses here		

Please complete this form and return it with your sample



Paternity Screening Report

Case Number ZG200811764

4/18/2008

Relationship
Alleged Father
Child

Party*
James Brown
James [REDACTED]

Race
African American

Genetic Identity

895 Country Club Road

Suite C250

Eugene OR 97401

Phone (541) 688-4988

Paternity Experts

P.O. Box 40787

Eugene OR 97404

Phone (541) 688-4988

Fax (541) 461 3810

DNA ANALYSIS RESULTS *Allele and number of repeats*

Alleles	Child	Alleged Father	Paternity Index
CSF1PO	10, 12	11, 12	0.762
D2S1338	21, 22	17, 21	9.690
D3S1358	15, 16	14, 16	1.097
D5S818	12, 13	11, 13	1.616
D7S820	9, 12	10, 12	1.694
D8S1179	12, 15	14, 15	2.528
D13S317	12, 13	13, 14	2.238
D16S539	13, 13	11, 13	2.983
D18S51	12, 12	12, 15	3.597
D19S433	12, 2, 14	12, 2, 13	19.231
D21S11	29, 30	29, 29	2.441
FGA	23, 24	23, 23	3.292
THO1	9, 9	7, 9	3.088
TPOX	8, 8	8, 8	1.876
vWA	15, 18	15, 18	3.320
Amelogenin	X, Y	X, Y	Male (XY) Female (XX)

Combined Paternity Index
Probability of Paternity

4.003.314
99.999975%

Conclusion

The alleged father cannot be excluded as the biological father of the child since they share genetic markers. Based on the results obtained from the analysis of the alleles, CSF1PO, D2S1338, D3S1358, D5S818, D7S820, D8S1179, D13S317, D16S539, D18S51, D19S433, D21S11, FGA, THO1, TPOX, vWA, and Amelogenin, the probability of paternity is 99.999975% (prior probability = 0.5) as compared to an untested, unrelated man of the African American population.

*Note: The samples were not collected according to AABB guidelines and the laboratory cannot verify the origin of the DNA samples.

Robert M. Archer, Ph.D.
Chief Scientific Officer



EXHIBIT "F"

Paternity Screening Report

Case Number ZG200811764

4/18/2008

Relationship
Alleged Father
ChildParty*
James Brown
James [REDACTED]Race
African American

DNA ANALYSIS RESULTS Allele and number of repeats

Alleles	Child	Alleged Father	Paternity Index
	PE11764C_Marro w	PE11764AF	
CSF1PO	10 12	11, 12	0 762
D2S1338	21 22	17, 21	9 690
D3S1358	15 16	14 16	1 097
D5S818	12 13	11, 13	1 616
D7S820	9 12	10, 12	1 694
D8S1179	12 15	14 15	2 528
D13S317	12 13	13 14	2 238
D16S539	13 13	11, 13	2 983
D18S51	12, 12	12, 15	3 597
D19S433	12 2 14	12 2 13	19 231
D21S11	29, 30	29, 29	2 441
FGA	23 24	23, 23	3 292
THO1	9, 9	7, 9	3 088
TPOX	8, 8	8, 8	1 876
vWA	15 18	15, 18	3 320
Amelogenin	X, Y	X Y	Male (XY) Female (XX)

Combined Paternity Index
Probability of Paternity4 003,314
99 999975%

Conclusion

The alleged father cannot be excluded as the biological father of the child since they share genetic markers. Based on the results obtained from the analysis of the alleles CSF1PO D2S1338 D3S1358 D5S818, D7S820, D8S1179 D13S317, D16S539 D18S51 D19S433, D21S11, FGA, THO1 TPOX, vWA and Amelogenin the probability of paternity is 99 999975% (prior probability = 0.5) as compared to an untested, unrelated man of the African American population.

*Note The samples were not collected according to AABB guidelines and the laboratory cannot verify the origin of the DNA samples

Robert M. Archer, Ph.D.
Chief Scientific Officer

From Origin ID JSTA (814)926-2426
Zach Gaskin
Gaskin Forensics Inc
711 Main St

Rockwood PA 15557



CLJ 120725104

SHIP TO 843 853-4500

BILL THIRD PARTY

Peter Shahid

89 BROAD ST

CHARLESTON, SC 294012202

Ship Date 25APR08
ActWgt: 3 LB
System# 9111026/INET8010
Account# S *****

Dimmed 13 X 9 X 10 IN

Delivery Address Bar Code



Ref #
Invoice #
PO #
Dept #

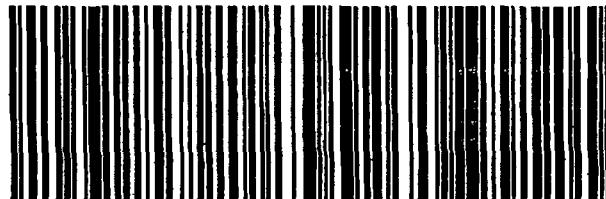
EXHIBIT "6"

TRK# 7993 1370 5699
0201

MON - 28APR A1
PRIORITY OVERNIGHT
DSR

29401
SC-US
CHS

XX CHSA



After printing this label

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer
2. Fold the printed page along the horizontal line
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned

Warning Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges along with the cancellation of your FedEx account number

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package whether the result of loss, damage, delay, non-delivery, misdelivery or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income, interest, profit, attorney's fees, costs and other forms of damage whether direct, incidental, consequential or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500 e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits see current FedEx Service Guide

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

) IN THE PROBATE COURT
) Probate Court No 2008-CP-02-1647

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

Petitioner,
Vs

Albert H Dallas, Alfred A Bradley, and
David G Cannon, et al ,
Respondents

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1, 2000

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

) IN THE COURT OF COMMON PLEAS
) Common Pleas Case No 2007-CP 02-0122

IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

Personally appeared before me, Larry Brown, who first being duly sworn, states as follows

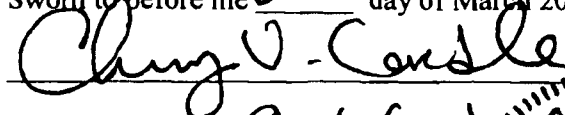
- 1 I am a party in the above entitled actions
- 2 I am 50 years old
- 3 I am the son of James Brown who passed away on December 25, 2006
- 4 I participated in mediation and was a part of the negotiation process
- 5 I have read and understand the settlement agreement dated August 10, 2008 and the addendum thereto (hereinafter "the agreement")
- 6 I have authorized my attorney Louis Levenson of Levenson & Associates to present this affidavit to the court and represent to the Court that I freely and voluntary consent to the agreement
- 7 I understand, if this agreement is approved by the Circuit Court, it can also be enforced by the Circuit Court
- 8 I have consulted with my attorney and they have have answered all my questions concerning the proposed agreement

- 9 I do not have any questions concerning the proposed agreement
- 10 I am entering into this agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 11 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement
- 12 I believe that my attorneys have done everything I have asked of them and I am satisfied with the legal services performed by my attorneys on my behalf
- 13 I understand that the terms of the agreement are final and cannot be modified
- 14 I am not under the influence of any type of drugs, medication, stress, alcohol, or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 15 The agreement presented to the court is just, fair, reasonable and equitable to me
- 16 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement and it is also in my minor child's best interest for the court to approve the agreement
- 17 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught


LARRY BROWN

Sworn to before me 25 day of March 2009

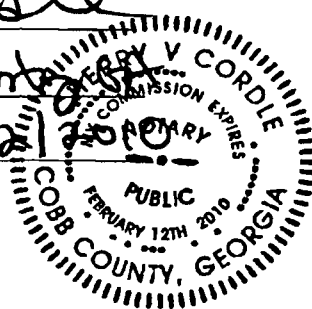


Notary Public for

Cobb County, GA

My Commission Expires

2/12/2010



STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
02-1647

)
)

IN THE PROBATE COURT
Probate Court No 2008-CP-

HENRY DARGAN McMASTER,
In his capacity As Attorney General
of the State of South Carolina

)
)
)
)
)
)
)

Petitioner,

Vs

Albert H Dallas, Alfred A Bradley, and
David G Cannon, et al ,
Respondents

)
)
)
)
)
)
)

IN RE THE JAMES BROWN
IRREVOCABLE U/A/D AUGUST 1, 2000

STATE OF SOUTH CAROLINA
PLEAS

)
)

IN THE COURT OF COMMON
Common Pleas Case No 2007-CP-

02-0122
COUNTY OF AIKEN

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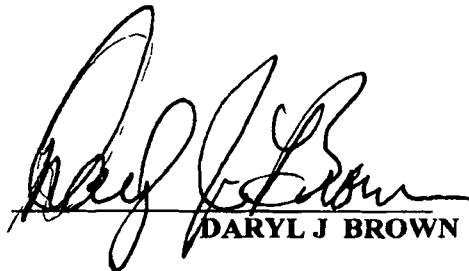
IN RE ESTATE OF JAMES BROWN
a/k/a/ JAMES JOSEPH BROWN

Personally appeared before me, Daryl J Brown, who first being duly sworn, states as follows

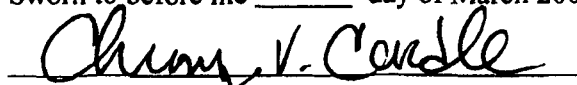
- 1 I am a party in the above entitled actions
- 2 I am 48 years old
- 3 My father is James Brown who passed away on December 25, 2006
- 4 I participated in mediation and was a part of the negotiation process
- 5 I have read and understand the settlement agreement dated August 10, 2008 and the addendum thereto (hereinafter "the agreement")
- 6 I have authorized my attorney, Louis Levenson of Levenson & Associates to present this affidavit to the court and represent to the Court that I freely and voluntary consent to the agreement
- 7 I understand, if this agreement is approved by the Circuit Court, it can also be enforced by the Circuit Court

- 8 I have consulted with my attorney and they have answered all my questions concerning the proposed agreement
- 9 I do not have any questions concerning the proposed agreement
- 10 I am entering into this agreement freely and voluntarily I am not being forced to enter into this agreement in any way
- 11 I understand I am waiving my right to a trial on all of the issues knowing that the trial judge or a jury may reach a different result from the terms of this agreement
- 12 I believe that my attorneys have done everything I have asked of them and I am satisfied with the legal services performed by my attorneys on my behalf
- 13 I understand that the terms of the agreement are final and cannot be modified
- 14 I am not under the influence of any type of drugs, medication, stress, alcohol, or any mind-altering substance, nor do I have any mental or physical condition which would prevent me from understanding this affidavit or the agreement and the same was true at the time the agreement was read and executed by me
- 15 The agreement presented to the court is just, fair, reasonable and equitable to me and my minor daughter and Janise Venisha Brown
- 16 Considering all the facts and circumstances of my particular case, I believe it is in my best interest for the court to approve the agreement and it is also in my minor child's best interest for the court to approve the agreement
- 17 I understand this affidavit will be submitted to the trial judge for the judge's consideration I ask the Court to approve the agreement

Affiant sayeth further naught

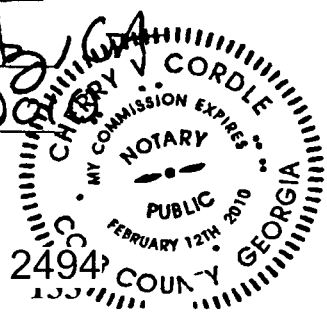

DARYL J BROWN

Sworn to before me 25 day of March 2009



Notary Public for Cobb County, GA

My Commission Expires 2/12/2010



STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

PERRY DARGAN McMASTER in his
capacity as Attorney General of the State of
South Carolina and Others,

Petitioners

ALBERT H. DALLAS, ALFRED A. BRADLEY
and DAVID C. CANNON and Others

Respondents

IN RE

The Estate of James Brown and the James Brown
2000 Irrevocable Trust w/a/d August 1, 2000

JUDICIAL DEPARTMENT OF COMMON PLEAS
SIXTH JUDICIAL CIRCUIT

Case No. 08 CP-02

JOINT AFFIDAVIT OF
ROBERT L. BUCHANAN JR
AND ADELF J. POPE IN SUPPORT
OF MOTION FOR SUMMARY
JUDGMENT

PERSONALLY APPEARED BEFORE ME ROBERT L. BUCHANAN JR AND
ADELF J. POPE who being duly sworn depose and say

1 Attached as Exhibit A is the Internal Revenue Service request for information about
attorneys' fees claimed as deductions on the Estate Tax Return

2 Attached as Exhibit B is a portion of the "settling" parties' memorandum served April
24 2009 in which they assert they will be attempting to claim a federal Estate Tax deduction in
the James Brown Estate Tax proceeding

3 Attached as Exhibit C is our letter requesting information about attorneys' fees and
costs from the "settling" parties

4 To date, the "settling" parties have refused to disclose their secret contingency legal
fees and costs and Mr. Bauknight has refused to disclose either his proposed fees or basis for
them, or the costs of his personal attorney, whom he insists that the "settling" parties allow him

to the

5. As a result of the above refusals neither we as Personal Representatives (PRs) nor any other PR can provide requested or complete information to the IRS about the current status of the Estate.

6. We believe that refusal of any PR, proposed PR or counsel purporting to be benefitting the Estate to provide adequate information to the IRS in the Estate tax proceeding may substantially damage the position of the Estate in that proceeding and violate the South Carolina Probate Code and other applicable law and/or regulations.

7. We believe that we or any other PR must comply with the reasonable requests of the IRS in the examination of the Estate tax return and audit procedure.

FURTHER DEPONENT SAYETH NOT

Adele J. Pope
ADELE J. POPE

SWORN TO before me this
28th day of April 2009

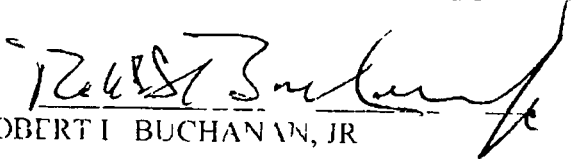
Kevin F. Pinchard (LS)

Notary Public for South Carolina

My Commission expires 3/9/16

[ADDITIONAL SIGNATURE ON FOLLOWING PAGE]

FURTHER DEPONENT SAYETH NOT


ROBERT I. BUCHANAN, JR.

SWORN TO before me this
28TH day of April 2009

Pamela W. Wilson (L.S.)

Notary Public for South Carolina

My Commission expires 04 08 2012

Estate/Trust of James Brown
212 Newberry Street NW
Aiken, South Carolina 29801



Robert L. Buchanan Jr. Personal Representative

Adelle I. Pope Personal Representative

BY FAX ONLY

April 10 2009

The Honorable Henry Dargan McMaster
Attorney General for the State of South Carolina
State of South Carolina
P O Box 11549
Columbia, SC 29211-1549

Louis Levenson, Esquire
Levenson & Associates
125 Broad Street, SW
Atlanta, Georgia 30303

Frank Heyward Carter Jr., Esquire
Andrew Chandler Esquire
Evans, Carter, Kunes & Bennett PA
115 Church Street
PO Box 369
Charleston, South Carolina 29402-0369

David B. Bell, Esquire
Bell & Bell Associates
619 Greene Street
Post Office Box 1011
Augusta Georgia 30903-1011

R. Wayne Byrd, Esquire
Turner Padgett Graham & Laney PA
P O Box 2116
Myrtle Beach, South Carolina 29587

Re Estate Tax Audit - Estate of James Brown

Dear Attorney General McMaster and Counsel

I write to ask you to provide the information the IRS requests on the attached form

2498

Letter to Attorney General McMaster and Counsel
April 10, 2009
Page 2

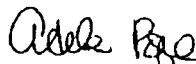
We have written and spoken with John Stewart to request a conference and advised him we would be in touch in mid April

We need from the former PR/Trustees the pre-death and first year information

We need for any 'settling' parties the amount of attorneys fees and expenses you project would be paid from the funds for which we have now claimed an Estate Tax Deduction [the entire residue] We also need to know if you would propose to claim any fees and costs as Estate Administration expenses

Thank you in advance for your attention to this matter and prompt responses

Sincerely



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

Enclosure Ltr of John Stewart - IRS - Estate Tax Attorney
cc Robert L. Buchanan, Jr.
(By Mail) The Honorable Sue H. Roe (for Probate File # 2007-ES-02-0056)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	
	)	Case No 08-CP-02-1647
HENRY DARGAN McMASTER, and others	)	
Petitioners,	)	
v	)	
	)	
ALBERT H DALLAS, and others	)	AFFIDAVIT OF ADELE J POPE
Respondents	)	
IN RE	)	
The Estate of James Brown and the James Brown	)	
2000 Irrevocable Trust u/a/d August 1 2000	)	

PERSONALLY APPEARED BEFORE ME, ADELE J POPE, who being duly sworn,
deposes and says

1 Along with Robert L Buchanan, Jr , I am Personal Representative of the Estate of James Brown, deceased, and a Trustee of the James Brown 2000 Irrevocable Trust

2 I have read the motion which is being filed today in Case 1647 and affirm that the facts contained therein to be best of my knowledge are accurate

3 I could not say without speculation how the document referenced in the Motion to Destroy [p 30, Ex R, Motion dtd 1/9/09] became a part of a January 9, 2009 motion in Case 1647 I have spoken with Bob Buchanan, Daryl Williams, our counsel in the Forlando Brown Federal Lawsuit, and James D Bailey, and Tressa Hayes, our counsel in this suit I believe they, also could only speculate how the document could have been inadvertently attached

4 If the Court requests I will be glad to testify under oath about the possible theories (all speculation) under which that 1- page document, one of more than 1 Million pages under our possession and control, may have been made a part of a January 9, 2009 motion in this case

5 So far as I know, at no time between January 9, 2009 and May 6, 2009 did David B Bell, Esquire, attorney for Forlando Brown in the Forlando Brown Federal Suit and attorney for

Forlando Brown, Terry Brown and Romunzo Brown in various state Court suits, who was served with the January 9 Motion, call the inadvertent error to the attention of our counsel

6 The inadvertent inclusion of page 30, Exhibit R was discovered by me on or about May 6, 2009 As is demonstrated in the motion, I immediately took steps to correct the error

7 Working with our counsel, we are making every effort to destroy or sequester all copies of Page 30, Exhibit R of the January 9 Motion unless and until

- a A Court has determined, as we believe, that the 1-page document is not protected by any attorney-client privilege, or
- b We have determined that the source of Page 30 Exhibit R was other than counsel for Forlando Brown in the Federal Suit, or
- c Publication is otherwise appropriate

8 The 1-page document for which the privilege is claimed is identified by counsel for Forlando Brown as an "April 8, 2008 letter from John Sparks to Forlando Brown and others "

9 I am informed and believe that any letter between John Sparks and Forlando Brown and others would be a discoverable communication among business associates

10 I deny the suggestion by Powell Goldstein ("PG") attorney William Custer on May 13 2009 that Georgia law would control whether a letter from John Sparks to Forlando Brown would be privileged

11 I am informed and believe that depositions of Terry Cox and Forlando Brown in this case would show that Forlando Brown has held himself out as being a majority owner of TJBL LLC, an enterprise in which both he and John Sparks are involved [See Exhibit A]

12 A chronology of some of the facts related to Terry Cox Forlando (William) Brown, Terry Cox and John Sparks are set out below

Jan - March 2007 **Powell Goldstein (PG) engaged by Cannon/Dallas Group as**

PR/Trustees [PG Bill, Depos , Sherarer 6/11/08]

Early 2007 According to **Forlando's** testimony, he, other family members, L Levenson, **Cox** and others meet Discussions regarding setting aside James Brown's estate plan and taking over the James Brown assets take place

Spring 2007 **Forlando** introduces **Cox** to **Cannon/Dallas Group**

May, June, July 2007 **Cox** and **Forlando/Flip/William**, as co-venturers, working on sale of James Brown assets for \$100 Million and "kickbacks" or a piece of the IPO for **Cannon/Dallas Group** [In November **Cox** says **John Sparks** "would never let me do that " [See Transcript, 11/20/07 hearing]

October 12, 2007 Using, without permission, the name "The James Brown Legacy, Inc ", **Cox** makes \$100 Million offer to purchase James Brown assets Does not reveal participation of **Forlando** (Exhibit B)

October 31, 2007 **Forlando** testifies under oath that he has never heard of \$100 Million offer (Deposition, F Brown 10/31/07 pp 26-30)

November 20, 2007 **Cox** gives sworn testimony in Case 2007-CP-02-122 (Case 122) regarding offer Denies financial participation with **Forlando** [See Transcript, 11/20/07 Hearing]

December 5, 2007 **TJBL, LLC** formed in Georgia Gray M Campbell is registered agent John Sparks, Sr , Esq is organizer [Exhibit A]

January 2, 2008 **Forlando** files Federal suit

January 21, 2008 **Cox** communicates with Sonny Jones and Grace Lewis about value of brand-strategy for James Brown assets [Exhibit C]

March 27, 2008 **TJBL, LLC** sends two letters of intent to Estate/Trust for purchase of tangible personal property ("TPP") and other assets (Exhibit D & E) Do not disclose participation of **Forlando**

April 8 2008 Letter of **John Sparks** to **Forlando** and others for which attorney-client privilege is claimed

June 11, 2008 **PG** attorney **Shearer** deposed **Cannon/Dallas** counsel instruct him not to answer many questions

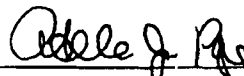
July, 2008

Forlando, through PG, and others interfere with the Christie s
sale [In violation of Order dtd 2/20/08 and 3/31/08, Declaratory
Judgment] Forlando says family got together to prevent Christie's
sale (Depos 9/27/08)

September 27, 2008

Forlando deposed in Federal Suit identifies **John Sparks** as Cox's
attorney Does not assert that **Sparks** is his own attorney [Exhibit
F, pp 109-110]

FURTHER DEPONENT SAYETH NOT


ADELE J POPE

SWORN TO before me this
15th day of May, 2009

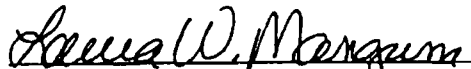
 (L.S.)
Notary Public for South Carolina
My Commission expires 8/31/2014

EXHIBIT C

Page 1 of 1

Dallas Law Firm

From "Terry Bradford Cox PhD" <lbcox@mindspring.com>
To "Sonny Jones" <agsjones@ag.state.sc.us>, "Grace Lewis" <grace.lewis@law.state.ga.us>
Sent Monday, January 21, 2008 12:25 PM
Subject Projected Trust Royalty

Sonny and Grace FYI

Even though we withdrew our offer, we are still waiting to see if the environment will be right to negotiate another one. Below is the four year conservative line item projection for the Trust Royalty. These numbers are in thousands. Again, this is the projected additional revenue the I Feel Good Trust could be receiving after we have purchased the assets. The value for the trust is that this additional revenue is not connected to the sale price but to success of the brand strategy. My opinion: the present trustees, if questioned, do not understand the magnitude that this additional value would provide the trust. In four years an additional \$5 million dollars. This additional \$5MM can not be realized if the assets are sold off in pieces to different buyers, or even to a single buyer with no brand strategy.

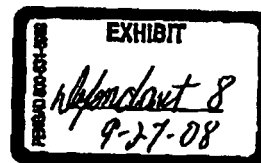
	2008	%	2009	%	2010	%	2011	%
Trust Royalty (5% of Gross Revenue)	\$50	5.0%	\$109	5.0%	\$1,500	5.0%	\$1,825	5.0%

Terry Bradford Cox PhD
TJBL, INC.
678 575 4180
lbcox@mindspring.com

No virus found in this incoming message

Checked by AVG Free Edition

Version 7.5.616 / Virus Database 269 19 7/1233 Release Date 1/19/2008 6:37 PM



FB005891

1/21/2008

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

HENRY DARGAN McMASTER, in his
capacity as Attorney General of the State of
South Carolina, and others

Petitioners,

ALBERT H DALLAS and others

Respondents

IN RE

The Estate of James Brown and the James Brown
2000 Irrevocable Trust u/a/d August 1, 2000

) IN THE COURT OF COMMON PLEAS
) SECOND JUDICIAL CIRCUIT

)

)

) Case No 08-CP-02-1647

)

)

) JOINT AFFIDAVIT OF ROBERT L
) BUCHANAN AND ADELE J POPE
) RELATED TO COMMISSIONS AND
) EXPENSES

)

)

)

)

)

)

AND

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Robert L Buchanan Jr and Other,
Plaintiffs,

vs

The Honorable Henry Dargan McMaster,
as Attorney General for the State of South
Carolina,

Defendant

IN RE The Estate of James Brown
and the James Brown 2000 Irrevocable
Trust

) IN THE COURT OF COMMON PLEAS
) SECOND JUDICIAL CIRCUIT
) Case Number 2009-CP-02-1140

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AND

THE STATE OF SOUTH CAROLINA
IN THE CIRCUIT COURT FOR THE
SECOND JUDICIAL CIRCUIT

APPEAL FROM AIKEN COUNTY
PROBATE COURT

THE HONORABLE SUE H ROE,
PROBATE COURT JUDGE

Case No 09-CP-02-01341

IN THE MATTER OF James Brown

Robert L Buchanan Jr and Adele J Pope, as Personal Representatives of the Estate of James
Brown and Trustees of the James Brown 2000 Irrevocable Trust

Appellants

PERSONALLY APPEARED BEFORE ME, Robert L Buchanan Jr and Adele J Pope,
who being duly sworn depose and say

1 This affidavit describes some of the actions we have taken since the hearing held on April
6, 2009 in Case No 2008-CP-02-1647 ("Case 1647")

2 We reserve all rights and objections to the May 26, 2009 Order¹ and the qualifications
conflicts, and service of Russell Bauknight

3 On November 20, 2007, we inherited from former Trustees Dallas and Bradley an Estate
and Trust in shambles from years of mismanagement and lack of management

4 We have fully and faithfully performed our duties as PR/Trustees from November 20
2007 to the present As the Court found on January 8, 2008, we fully and faithfully performed our

¹ And the Orders/Decrees of the Probate Court in Case 1647 and other cases

duties as Special Administrators ("SAs") (March 7, 2007 – November 20, 2007)

5 On May 22, 2009 we filed in the Probate Court Accounting 1A, for our service as Personal Representatives and Trustees ("PR/Trustees") for the 18-month period from November 20 2007 to May 20, 2009

6 On June 24, subject to all reservations and objections, we filed a Final Accounting, without prejudice, of our acts since May 21, 2009, including the delivery (without prejudice and reserving all objections) of all assets of the Estate and 2000 Irrevocable Trust to Russell L Bauknight for (temporary) management. A copy of that Temporary Final Accounting is attached to our Motion for Payment of Commissions and Related Relief dated June 24, 2009 presented with this Affidavit

7 As shown on the Final (without prejudice) Accounting, the assets of the Estate and James Brown 2000 Irrevocable Trust at the commencement and end of our service were as follows

A November 20, 2007

Beginning Assets	\$100,000,000 00
Less TIAA Debts	<u>\$(17,126,624 18)²</u>
Beginning Assets Less TIAA Debt	\$ 82,873,375 82

B May 27, 2009

Endings Assets	\$ 99,860,509 21
Less TIAA Debts	<u>\$(11,488,280 01)</u>
Ending Assets Less TIAA Debt	\$ 88,372 229 20

C Reduction of TIAA Royalty-Backed Note Debt During Period ³

November 20, 2007 TIAA Debt	\$ 17,026,624 18
May 27, 2009 TIAA Debt	<u>\$(11,388,280 01)</u>

² Other claims including debts and disputed claims were carried on the accounting at a nominal one dollar value but detailed in Interim Accounting 1A

³ This excludes the \$100 000 00 loan made in August 2007

Reduction in TIAA Debt \$ 5,638,344 17
between November 20, 2007
and May 27, 2009

8 At the request of Russell Bauknight, reserving objections and without prejudice we delivered temporary control and management of Beech Island, the Bank Accounts, the Royalty clearances and contract, the Publicity Management (including proposed approval of the CORBIS/Greenlight settlement/2-year contract) and all other Estate and Trust assets on May 27, 2009

9 Between May 29 and June 24, 2009 we delivered 145 boxes of Estate and Trust documents (without prejudice) to Russell Bauknight for management and, at his request, provided a detailed summary of the litigation files, as well as other detailed and pertinent information. A listing of the boxes delivered and explanations is Exhibit 2 to the Final Accounting filed herewith.

10 The documents were delivered to Mr. Bauknight upon his assurance and agreement that all documents which we delivered to him would remain available for inspection and copying by us until the final outcome of Case 1647. Mr. Bauknight also assured us that all parties to the "Legacy Trust", of which he is the Trustee, have ratified this understanding and agreement.

11 Approximately 45 of the boxes of documents reflect our service since November 20, 2007, to May 26, 2009, in the following areas:

- a Managing and stabilizing the Estate and 2000 Irrevocable Trust
- b Defending the Estate Plan of James Brown
- c Preventing a Fire Sale of Mr. Brown's valuable Royalties and Publicity Rights
- d Preventing the return of Messrs. Cannon, Dallas and Bradley to any position of trust or confidence with the Estate, 2000 Trust or any Brown Entity

12 Our delivery of the files did not constitute a waiver of objection to Mr Bauknight's representation of the Estate/Trust in matters in which he has a direct conflict by being Trustee for Terry Brown and others under the 'Legacy Trust' It does reflect our continuing desire to see that Mr Brown's most valuable assets, his Royalties and Publicity Rights, be protected and enhanced ⁴

13 We have made every effort to support the successful temporary management of the Estate of James Brown and the James Brown 2000 Irrevocable Trust pending the final outcome of the Estate/Trust Litigation For example, we have expressed to Mr Bauknight and several of his attorneys our concern for approval of the CORBIS/GreenLight Agreement related to Mr Brown s Publicity Rights

14 On June 17, 2009, we agreed to meet weekly with Mr Bauknight if he needed our help with the administration of the Trust or the with issues related to the more than 20 pending cases (including claims by and against the Estate, 2000 Trust and JBE, Inc) A copy of our correspondence is attached as Exhibit A

15 On May 22, 2009 our counsel filed in Probate Court, and served, the Summons and Complaint which is attached hereto as Exhibit B The case was removed to the Circuit Court as case number 2009-CP 02 1140

16 Between November 20, 2007 and May 26, 2009, we dedicated at least the following time to our service as PR/Trustees

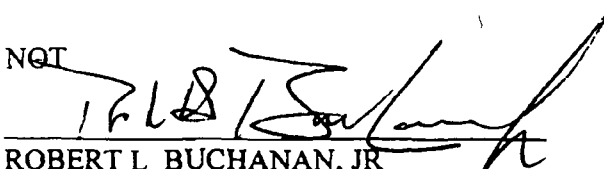
4 See Complaint dtd 3/24/09 and Motion for Summary Judgment prior to May 26, 2009 seeking approval of the CORBIS/Greenlight 2-year Settlement/Agreement to exploit Mr Brown's Publicity Rights

	<u>Hours Devoted</u>
Robert L Buchanan, Jr	1,475 hours
RLB, Jr , Legal Assistants	279 hours
Adele J Pope	3 610 hours
AJP Legal Assistants	3,790 hours
AJP Administrative Help	535 hours

17 As the Interim Accounting 1A and Final Accounting, along with the claims status report show, our legal training enabled us to assist our primary lawyers, James D Bailey and Tressa T H Hayes, thereby incurring legal fees substantially less than would have ordinarily been necessary for the Estate and Trust (See Interim Accounting 1A and priority claim status report attached thereto)

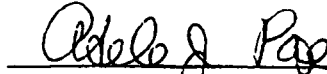
18 Prior to the hearing on this matter, we will supplement this Affidavit with additional affidavits and supporting documentation

FURTHER DEPONENTS SAYETH NOT


ROBERT L BUCHANAN, JR

SWORN TO before me this
24th day of June, 2009


_____(L S)
Notary Public for South Carolina
My Commission expires 04 08-2012



ADELE J POPE

SWORN TO before me this
24th day of June, 2009

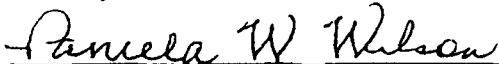

_____(L S)
Notary Public for South Carolina
My Commission expires 04 08 2012

Exhibit A

212 Newberry Street, NW
Aiken, South Carolina ZIP

June 17, 2009

Russell L. Bauknight, C P A
Bauknight, Pietras & Stormer, P A
1517 Gervais Street
P O Box 1330
Columbia, SC 29202
FAX 771-8958

BY FAX ONLY

Re Estate of James Brown
James Brown 2000 Irrevocable Trust

Dear Russell

After conducting due diligence, you testified in Court that no transition was necessary for you to assume competent management of the Estate of James Brown and the James Brown 2000 Trust

On May 26th the Court based on your testimony, ordered that no transition period is necessary. Nevertheless, as we have repeatedly advised you, we want to provide reasonable assistance to facilitate your management, preservation and protection of the assets of the Estate of James Brown and the James Brown 2000 Trust pending final Order(s) ¹

We have generally met weekly, and we are willing to continue to meet weekly with you for the next several months, if you would like, to attempt to answer any questions you may have.

Within the last week we have received letters from several of your attorneys. Each evidences either a misunderstanding or a lack of information which we have already provided to you. Please understand that the absence of our written response to these and any future letters directed to us does not mean that we agree with the statements, representations or conclusions reached in the letters. We will address issues raised when we meet.

We are happy to have a reasonable number of direct telephone conferences if there is a matter which cannot wait for a weekly meeting, but ask that we both be present. [Please call either of our offices to schedule a time.]

¹ Our assistance is without prejudice to all positions taken by us in McMaster vs. Dallas including but not limited to those in our motions for reconsideration, and our position in the appeal now pending as Case No. 2009-CP-02-01341.

Letter to Russell L. Bauknight, C P A

June 17 2009

Page 2

We will be glad to address the issues, and correct the various misstatements and/or misunderstandings raised by the current letters at our meeting next Monday, June 22, 2009 at 6 30 at Adele's office

We suggest that two very important files for you to obtain related to the issues you have raised are

1 The Powell Goldstein (PG) File for the period from early 2007 until September 2007, for which PG billed the Estate more than \$48,000, but later asserted their services were for the 2000 Trust [PG has said they will release the file upon the direction of Messrs Cannon, Dallas and Bradley, and we agree you now have authority, without prejudice to our position, to demand that Messrs Cannon, Dallas and Bradley release the file under the August 10, 2007 Order]

2 The Greenberg Traurig (GT) file related to the aborted RBS Refinance Deal [You may want to consult with Kendall about the best way to obtain this file]

Without prejudice to our position as stated herein, we will have approximately 20 additional boxes of documents for receipt by you next Monday² All of the boxes delivered, and to be delivered, are the subject of our agreement that all boxes will remain under your control and available to us at all reasonable times until final order(s) are issued

Sincerely,

Robert L. Buchanan, Jr.

Robert L. Buchanan, Jr

Adele Pope

Adele J Pope

² You may pick them up and receipt for them personally at 1218 Taylor Street either before noon or at 6 30

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	) SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)
	) Case No 08-CP-02-1647 (Original)
	) Case No 07-CP-02-0122 (Copy)
HENRY DARGAN McMASTER, in his	) Case No 08-CP-02-0872 (Copy)
capacity as Attorney General of the State of	)
South Carolina, and others	) SUPPLEMENTAL AFFIDAVIT
Petitioners,	) OF ROBERT L BUCHANAN, JR
	) AND ADELE J POPE IN
ALBERT H DALLAS and others	) SUPPORT OF COMMISSIONS AND
Respondents	) PAYMENT OF CERTAIN PRIORITY
	) EXPENSES OF ADMINISTRATION
IN RE	)
The Estate of James Brown and the James	)
Brown 2000 Irrevocable Trust u/a/d August	)
1, 2000	)
_____	)

AND

STATE OF SOUTH CAROLINA	)IN THE COURT OF COMMON PLEAS
	)SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)Case Number 2009-CP-02-1140
	)
Robert L Buchanan, Jr and Other,	)
Plaintiffs,	)
vs	)
	)
The Honorable Henry Dargan McMaster,	)
as Attorney General for the State of South	)
Carolina,	)
Defendant	)
	)
IN RE The Estate of James Brown	)
and the James Brown 2000 Irrevocable	)
Trust	)
_____	)

AND

THE STATE OF SOUTH CAROLINA
IN THE CIRCUIT COURT FOR THE
SECOND JUDICIAL CIRCUIT

APPEAL FROM AIKEN COUNTY
PROBATE COURT

THE HONORABLE SUE H ROE,
PROBATE COURT JUDGE

Case No 09-CP-02-01341

IN THE MATTER OF James Brown

Robert L Buchanan, Jr and Adele J Pope, as Personal Representatives of the Estate of
James Brown and Trustees of the James Brown 2000 Irrevocable
Trust Appellants

PERSONALLY APPEARED BEFORE ME, Robert L Buchanan, Jr ("Bob") and Adele
J Pope ("Adele"), who being duly sworn, depose and say

I AFFIDAVIT BASED ON PERSONAL KNOWLEDGE

1 This affidavit is made from our personal knowledge, including knowledge gained
from the books and records of the Estate of James Brown (the "Estate"), the James Brown
2000 Irrevocable Trust (the "2000 Trust") and records reviewed during our service as
Special Administrators (SAs) of the Estate of James Brown from March 7 to November 20,
2007 and as Personal Representatives (PRs) of the Estate and Trustees of the 2000 Trust
from November 20, 2007 ¹

2 In 2000 James Brown created what appears to have been² the largest South
Carolina Private Foundation created by one individual solely to provide scholarships for

¹ (a) Subject to subsection (b), a person has knowledge of a fact if the person (1) has actual knowledge of
it (2) has received a notice or notification of it or (3) from all the facts and circumstances known to the
person at the time in question, has reason to know it S C Code Ann Sec 62-7-104

² If fully implemented as James Brown mandated in 2000, the Brown Family Education Trust will provide 7
designated grandchildren with adequate funding for a full education, including pre college college and
professional and/or post graduate work (about \$300,000 each) Within 5 years The James Brown I Feel
Good Trust a private foundation will have a fund of at least \$100 Million, providing, in perpetuity \$5
Million of scholarships to needy and deserving students desiring to attend schools in South Carolina and
Georgia [See Trust]

needy and deserving children desiring to be educated in South Carolina and Georgia³ We believe that it is our duty to preserve the James Brown Legacy for the State of South Carolina

3 After August 10, 2007, approximately 80 boxes of documents were delivered to 1218 Taylor Street, the back of Adele's office, by or on behalf of the predecessor PR/Trustees David G Cannon (Cannon), Albert H "Buddy" Dallas (Dallas) and Alfred A Bradley (Bradley), and more than 65 additional boxes of documents, records and pleadings have been gathered since November 20, 2007, during our service as PR/Trustees⁴

II SUMMARY OF RELIEF REQUESTED

4 Reserving all rights and objections to our removal as PR/Trustees, and orders of this Court related to the March 26 Document and appointment of Russell Bauknight as Successor PR/Trustee, we ask the Court for the following relief

- a Payment of a full commission of \$4,993,151, to be divided between Bob and Adele, based 1/3 on relative time and staff time spent, and 2/3 equally, based on our shared responsibility, as follows

Bob	\$ 2,147,221
Adele	\$ 2,845,930

- b Payment of attorneys' fees for all counsel engaged or continued by us, as a priority expense of administration
- c Payment from the first available monies of \$2,153,983, plus interest from

³According to *Philanthropy in the Sunshine State*, in 2001, the year after which James Brown created the 2000 irrevocable Trust and executed his Will, both of which would fund in addition to the Grandchildren's Trust The James Brown I Feel Good private foundation, only 19 private foundations in Florida had assets in excess of \$100 Million the size of James Brown's Gross Estate, even though Florida housed 2 of the nation's 100 largest private foundations and 53% of the nation's private foundations

⁴ 145 boxes have been delivered (without prejudice) to Russell Bauknight

September 1, 2009⁵ at the judgment rate, being the unpaid amount due under January 8, 2008⁶ Order for SAs and as a deposit towards our commissions set out above

- d Payment of all other amounts requested herein⁷ before payment of any other commissions, accounting and/or attorneys' fees other than those which have been approved by the Court, after notice and hearing, which amounts shall be paid pro-rata with all remaining court-approved expenses of the same priority⁸ as funds are available either in the Estate or Trust
- e Full access to all books, records and transactions of the Estate/Trust until the conclusion of all appeals related to our appointment and service

III OUR QUALIFICATIONS, PREPARATION AND APPOINTMENT (WITHOUT WARNING) AS PR/TRUSTEES

5 Neither of us sought the position of SA or PR/Trustee As Judge Early found in ¶ 3 of his Order dated November 20, 2007 (Case 122), we were nominated and approved as PR/Trustees by all parties except the Attorneys General (AGs) of Georgia (GA) and South Carolina (SC) [Order dtd 11/20/07]

6 Our education and a summary of our prior experience is set out on **Exhibit 6** (Bob) and **Exhibit 7** (Adele) Adele's time records, which reflect in detail what we were

⁵ This does not include any time or costs for the many hours we have expended in inventorying and delivering documents (without prejudice) to R Bauknight for temporary management meeting with Bauknight and 2 of his attorneys engaged since May 26, responding to correspondence from 5 of his 10 attorneys, and offering to meet weekly to assist Bauknight and his attorneys begin to understand the operation of the Estate/Trust [The offer was rejected when offered, but recently accepted on July 10, 2009] Further, it does not include any time or costs for anticipated deposition preparation and testimony or other matters, including an appeal which we believe is required (See § XII ¶33)

⁶ A copy of the Complaint in the Declaratory Judgment (part of Case 122) is attached as **Exhibit 1** the 1/8/08 Order as **Exhibit 2** the February 20, 2008 Order as **Exhibit 3** and the April 1 2008 Order as **Exhibit 4** A copy of the calculation of the minimum amount due as of September 1 2009 is attached as **Exhibit 5**

⁷ Most of our costs through May 26 2009 have been paid However, mileage since January 1 2009 and certain other expenses incurred prior to May 26 along with all costs and advances on and after May 27, 2009, are requested in addition to the specific amount stated above

⁸ And prior to any distributions or payment of unapproved amounts or amounts of lower priority

both doing, are attached as **Exhibit 8** Bob's are attached as **Exhibit 9**

7 Among those approving our appointment as PR/Trustee was Dallas, who immediately after his resignation, asked to speak to the Court and parties Dallas, under oath, advised the Court he had worked "hand in glove" with us as SAs Dallas also thanked Judge Early for his courtesy⁹ [Tr 11/20/07, pp 428, 430] Shortly thereafter Dallas made false statements [in an affidavit presented by the AG s] and filed documents asserting both we and Judge Early had coerced his involuntary resignation [Transc Hrg 2/7/08 pp 202-203, Motion Recusal] Likewise Terry and Forlando Brown approved our appointment, but Forlando, through counsel he shares with his father Terry, sued us in Federal Court fewer than 45 days later [Terry, Forlando and Dallas concealed from the Court their joint venture related to the purchase and sale of the James Brown assets]¹⁰ [Federal Complaint dtd 12/31/07, filed 1/2/08]

8 We were appointed PR/Trustees under the August 1, 2000 Will and 2000 Trust Both provided for 3 fiduciaries, but the November 20 Order, ¶ 2 provided that we were not required to appoint a third Trustee, as contemplated by Item IV of the Will and Article VIII of the 2000 Trust

9 Our predecessors, as selected by James Brown, had spent full time as PRs

⁹ Other parties to Case 122 other than the AGs supported and repeatedly praised our appointment as PR/Trustees [See Order dtd 11/20/07] until November 7 2008 when the Plaintiffs in Case 1647 asserted we should be removed for cause for using in part, values obtained from Dallas & Bradley for the Estate Tax Return and for not approving the proposed "settlement which in modified form, became the March 26th Document [Am Complaint, McMaster]

¹⁰ The S C AG was asked to intervene in the Forlando suit to protect the Trust He refused, asserting he was prevented from doing so by 11th Amendment immunity [Ltr Buchanan/Pope, SCAG dtd 6/13/08 response dtd 6/16/08] On January 2, 2008, Forlando Brown filed a false and misleading Federal Court complaint asserting that Judge Early had no authority to appoint us, had acted improperly in doing so, and that Cannon Dallas and Bradley should be returned as Trustees

since Brown's death and at least one as Trustee for years Dallas was an attorney, Cannon an accountant, and Bradley a person who had previously worked on the road with Mr Brown Except for their 7 years as Trustees for James Brown, they did not appear to have other Trust experience

10 Between March 7 and November 20, 2007, Cannon, Dallas and Bradley appeared to devote much of their time to preparing for an anticipated Will contest and defending their own actions They also concealed some of their actions – including their attempt to receive a “kickback” or options on a proposed sale of the James Brown assets ¹¹

11 Between June 22, 2007, when we as SAs were first given access to the James Brown documents, and November 20, 2007 (especially after August 10), we learned a lot about the operation of Mr Brown's business from Dallas and Bradley

12 We learned that for several years Bradley's participation as a Trustee had been minimal ¹² We learned that the Trust's and Cannon's record-keeping and tax preparation were a mess, and that Dallas and Cannon had grossly mismanaged the Trust in numerous ways, including Cannon's \$900,000 00 misappropriation in 2006, the disappearance of Hallmark card ad funds in 2007, and the unexplained loss of \$7 Million

¹¹ Cannon and Dallas also worked together with Attorney William Hammond to undermine the investigation into Cannon's actions at the same time Dallas was representing to the Court that he was spearheading the investigation against Mr Cannon [See Complaint, interference suit]

¹² After Brown's death, his daughter Deanna who had earlier served as Brown's attorney in-fact with Cannon Dallas and Bradley, accepted the position of Trustee along with Cannon and Dallas She apparently withdrew on January 3 when Bradley asserted his right to return to service [See Appt Docs]

between 1999 through 2007 ¹³

13 Cannon resigned his position as PR/Trustee, as well as all other positions with any Brown Entity (except 7th Decade) on August 10, 2007. This resignation was memorialized in an Order of that date. Between August and November, 2007, Mr. Dallas appeared to be helping investigate Cannon. It was only in mid-November that we learned that Dallas was, instead, working with Cannon, as well as with Forlando/Terry Brown, against the Estate and Trust. Despite his repeated false and misleading representations both to us and to the Court, we learned much from Dallas about Mr. Brown, the operation of his business, and about Cannon. We have learned over time to believe either none of what Mr. Dallas says, all of what he says, or some of what he says, depending on the circumstances at the time.

14 On August 10, the Court directed that Dallas and Bradley, as remaining PR/Trustees, working with the new court-appointed accountant, to complete the following actions (many long overdue) within 6 months:

- a. Preparing and filing the Inventory & Appraisement (I&A)
- b. Applying for Recognition of Exemption of the James Brown "I Feel Good" Trust
- c. Preparing and filing U.S. and S.C. Estate Tax Returns or Requests for Extensions
- d. Preparing and filing 2006 Income Tax Returns for James Brown, The James Brown Irrevocable Trust, James Brown Enterprises, Inc., James Brown, LLC, James Brown Royalty Venture I SPC, Inc., Seventh Decade

¹³ This was the missing amount reported to the Court on September 24, 2007 [Tr. Hearing, p. 50]. By the time we filed suit against Cannon, Dallas and Bradley on behalf of the Estate and Trust in February 2008, the figure for missing and unexplained funds had grown to \$12+ million. We hired attorneys J. Kendall Few and James Gilreath over the strong objection of the AG to pursue return of these funds. Several lawsuits and an Arbitration have been commenced.

Productions, Geronimo Music, Ltd

- e Holding meetings to appoint officers and directors of
James Brown Enterprises, Inc (JBE, Inc)
James Brown Royalty Venture I SPC, Inc
James Brown, LLC

[Order dtd 8/10/07] By November 20, only the I&A had been filed

15 Both our legal training and practices, described on **Exhibits** 6 and 7, and our extensive contact with Dallas and Bradley from August - November, 2007, including the investigation into Cannon's misappropriation and other wrongdoing,¹⁴ prepared us for the tremendous task of managing the troubled James Brown Estate/Trust

16 James Brown's documents contemplated three full-time, non-music-industry trustees who had broad latitude to coordinate his vast empire, including managing significant litigation As attorneys with substantial litigation experience, including

¹⁴Between August 10 and November 20 Dallas and Bradley represented to the Court and to us that they were investigating Cannon's wrongdoing [See their Mot For Acct dtd 8/27/07 Case 122] They told us they knew nothing about Cannon's and Brown's financial dealings which they represented, were conducted outside the 2000 Trust They asserted that the 2000 Trust had no assets after it lost the Augusta bank building in 2002 Only later did we learn that in early September 2007 Cannon and Dallas had gone to the Attorneys General (AGs) in 2 states (SC & GA) to assert Cannon's innocence, that we had done a 'hatchet job' on Cannon after we discovered his \$900,000 misappropriation and that we [Bob and Adele] were pawns of the family trying to destroy the 2000 Trust The AG's were receptive to Cannon & Dallas

On October 27, 2007 Cannon emailed a friend to say The tide seems to be turning I went to the Attorneys General of SC and GA and they have entered the proceedings The Judge and other attorneys have been quite [sic] I have told my story to both and hopefully we can move on and get this THING over with David [Cannon email to Walt Inabinet dtd 10/27/01]

One month later AG Jones was reported to tell Terry Cox that he would be filing a motion to replace us [Bob and Adele] with a Trustee Cox [whose joint venturers were Forlando Cannon Dallas & Terry Brown] could work with

Fewer than 2 months after that, AG McMaster and Forlando were on the WIS TV Special asserting that it was improper for us to serve as both PR's and Trustees, even though James Brown's documents specifically contemplated the same persons service as PR and as Trustee

fiduciary litigation,¹⁵ we were fully qualified to serve

IV THE FIRST THIRTY DAYS OF OUR APPOINTMENT

17 On November 20th, after we were appointed PR/Trustees, we conducted elections for JBE, Inc , the most significant Brown Entity ¹⁶ We also outlined our duties, which had changed and increased radically, and now included

- a Defending James Brown's Estate and Trust against more than \$30 Million of claims, about \$16 4 Million by Cannon/Dallas & Bradley, the Pullman claims, and claims of Hynie Brown, James II, Pettit, Parris and others
- b Preventing the "Fire Sale" of Mr Brown's valuable Royalties and Publicity Rights¹⁷ sought by Cannon, Dallas & Bradley since our first meeting on March 26 [Cannon had just revealed his recent cash purchase of a Million Dollar turnkey retirement home to be built in Honduras, Tr 11/15/07, pp 46, 80-82]
- c Recovering from the Cannon/Dallas Group, and others as appropriate, the approximately \$7 million then known to be missing since 1999, including the rest of Cannon's \$900,000 2006 misappropriation ¹⁸
- d Taking emergency measures to correct the dire financial circumstance of the Estate/Trust, and improper administration of the Estate and Trust

18 We knew the job of PR/Trustees was a full-time job for two people, but had

¹⁵ Adele had 30 years of Estate and Trust experience and Bob 25 years of transactional and litigation experience

¹⁶ As described below we knew that JBE, Inc was owned either by the Estate, the 2000 Trust, or partly by each In all cases it would end up in the 2000 Trust under the residue of Mr Brown s Will (Item II) In order to proceed with the administration we held the Shareholders' election as both PRs and Trustees, as our respective interests (which were identical) might appear Except for a brief period between May 28, 2008 and July 14 2008 unless we were certain an asset was owned either by the Estate or Trust we took action in both capacities with full disclosure to taxing authorities and others

¹⁷ Numerous sources have confirmed that Mr Brown s Royalties and Publicity Rights make up more than 80% of the gross value of his assets at death [See assets summary of T Cox dtd June 2007]

¹⁸ Preventing the return of Cannon Dallas and Bradley to any position of trust or confidence with the Estate 2000 Trust or Brown Entities was an important component of this

almost no warning that we might be appointed¹⁹ Adele's estate and trust experience, and our legal training and experience, however, helped us make immediate and necessary decisions We decided

- a Adele, and her larger staff would do much of the "footwork" such as paying bills, maintaining accounting records, granting access to beneficiaries' Counsel, day-to-day dealing with the accountant and others, and distributing faxes and mailouts to beneficiaries²⁰
- b Bob and Adele would meet in person every week, and by telephone as often as needed [Usually first thing in the morning and 3 - 5 times daily]
- c All decisions were to be approved by both of us, in advance

A THE CRISIS AT BEECH ISLAND (MR BROWN'S HOME ESTATE)

19 By Saturday, November 24, 2007, we confirmed that maintaining the same level of security for Beech Island and its contents would cost more than \$250,000 00 per year Critical security costs were more than \$20,000 in arrears Not much later the plumber advised us that troublesome overhead copper pipes threatened to destroy the contents of Mr Brown's home As he described, the next overhead leak, rather than being a traditional drip, would be "like a fire hose"

¹⁹ We were appointed, without warning, 2 days before Thanksgiving 2007 Beginning 10 days after our appointment one or more of Cannon Dallas Bradley the AG of Georgia, the AG of S C, and Forlando Brown asserted that our appointment was invalid Only Dallas and Bradley timely appealed our appointment Order [Cannon also tried unsuccessfully to assert the Court was without jurisdiction See SC Ct Appeals Opinion No 4570 filed June 23, 2009]

²⁰ Adele's legal assistants and Law Clerk who worked thousands of hours on James Brown matters over 2½ years have provided valuable and competent help Fletcher Rinehart worked extensively on Beech Island, museum and Royalty clearance matters Laura Mangum an accounting major kept financial records and helped meet requests by the AG for financial information Adam Silvernail, a law clerk performed legal research tasks and discovered the James Brown Music Education Foundation online This entity, whose website competes with the Estate was formed 1 day after Brown's death by Joel Katz and Greenberg Traurig (GT) attorneys for Mr Brown and the Cannon Group with Brown's daughters Deanna and Yamma named as designated Trustees All at first denied knowledge of the Foundation

20 We continued the same security service by agreeing with Sizemore to pay the weekly bill and \$1,000 per week towards the arrearage while its personnel remained in place²¹

21 The 2000 Trust had no cash, and the Estate's money would run out in March if it continued to advance the Beech Island costs. Although we wanted Beech Island to be preserved as a museum, if possible, we could not let it jeopardize Mr. Brown's primary goal, which was for scholarships for his grandchildren and others. We had to avoid the forced sale of Mr. Brown's Royalties and image/Publicity Rights²²

22 We needed emergency relief both for Beech Island and its contents, and sought it in the Declaratory Judgment Complaint filed on November 27 [Exhibit 1]

B ESTATE AND TAX INCOME TAX ISSUES

23 As SA's we had requested copies of tax returns for the 2000 Trust and Mr. Brown prior to our first (March 26) meeting. We were not given copies of the returns until June 15, 2007. Attorney Bill Hammond kept insisting that we did not need to see the tax returns because they were wrong, and had to be amended. We disagreed, believing that even if incorrect, they could provide valuable background information. When requests failed, we asked the Court for access to the tax returns and other records

²¹ A balance of about \$5,000 on the Cannon Group arrearage (reduced from about \$16,000) remained when Sizemore stopped working in March 2008.

²² At our first meeting as SA's with the Cannon Group (March 26, 2007) they insisted that if we did not approve a sale of Brown's royalties for \$26 Million (without conducting any due diligence) we would be responsible for the collapse of the Estate. By late May the Cannon/Dallas Group wanted to sell all of the Brown assets for about \$45 Million. After Cannon's resignation on August 10, 2007 Dallas advised us that the sale price should be \$100 Million, of which \$50 Million would be 'for the children'. [Dallas apparently based this small return on the 'October 18 Letter' discussed below, which purported to set forth commissions and payments to various persons in the event of a sale or refinance and would have paid Dallas about \$5.5 Million of the sale and Cannon about \$6.4 Million.]

Judge Early orally ordered us to have access to the tax returns and other records on June

13 An order followed (the "Access Order") on June 22

24 In June, 2007 accountant Phil Farr advised, and we confirmed by letter

- a Farr filed only one income tax return for James Brown, LLC, for 1999
- b Farr had never filed an income tax return for the 2000 Irrevocable Trust
- c JBE, Inc tax returns listed James Brown as its sole owner from 1999-2005

25 Between August 10 and November 20, 2007 we attempted to assist Dallas, Bradley and a new Court-appointed accountant with the mess which had been made of the Trust, JBE, Inc and James Brown tax returns without interfering with Dallas and Bradley's administration of the Estate/Trust

26 While Sellars, the new CPA, was trying to gather information to begin to straighten out the mess caused by the Cannon/Dallas Group, Cannon, Hammond and Farr, who was terminated by the August 10, 2007 Order as accountant,²³ and was also Dallas' personal CPA, were secretly changing, signing and filing the tax returns of JBE, Inc to show that JBE, Inc was owned before Mr Brown's death by the 2000 Trust, and not by James Brown [See Tr Hearing 11/15/07, pp 100-107]

27 Within 30 days of our appointment, we made contact with the South Carolina Department of Revenue (SCDOR) and the Internal Revenue Service (IRS) We advised them in detail of the problems we had identified to date Because virtually all of Mr Brown's Estate and Trust was "paid or permanently set aside" for charitable purposes, we

²³ Farr prepared, signed and filed 4 years of amended income tax returns and the 2006 return for JBE Inc in September and October 2007 We received copies after they were filed Cannon testified on November 15 that he consulted with Farr and Hammond and authorized these filings Hammond's services as attorney were also terminated by the August 10 Order Dallas asserted he knew nothing of Farr's preparing signing and filing the returns

hoped to work with them to straighten out the years of problems [Ltrs SCDOR, IRS, dtd 12/11/07] ²⁴ We have consistently worked with the IRS and SCDOR since December, 2007, but progress has been slow because of lack of cooperation of Cannon and Dallas, and, after August 10, 2008, the Settling Parties

28 We have been advised that Cannon had an audit conducted, but he has refused to disclose it ²⁵ Dallas and Bradley have been wholly uncooperative in producing even the most minimal information, even though their attorney represented to the Court and others in January, 2008 they would provide an accounting within 30 days They have appealed the Court's Order dated March 7, 2008 directing them to provide an accounting, and – nearly 1 ½ years later – have not accounted for their acts as Trustees ²⁶

29 We estimated about \$500,000 of Estate Taxes and interest was then overdue

C CONTACT WITH THE ATTORNEY GENERAL

²⁴ We have been working for more than a year with the IRS and SCDOR on these issues Because of Cannon and Dallas refusal to provide the necessary background information which we have repeatedly requested for 1 ½ years we have been unable to prepare the 2007 Returns or correct the earlier filings Beginning August 10 2008, the 'settling parties' including the AG, asserted that a large part of Mr Brown's Estate/Trust should not be paid or permanently set aside for charity This would mean that there are additional estate tax consequences, as well as income tax consequences for all years since Mr Brown's death which must be addressed In September, 2008, A Medlin refused our offer for the "Settling parties' accountant to prepare the Estate tax Return with us, instead insisting on Mr Sellars He said they had no accountant, and the settling parties were happy with Mr Sellars In February 2009, we contacted A Medlin and Heyward Carter, one of the tax attorneys for the "settling parties' seeking their input into the Income and Estate Tax issues raised by the proposed Settlement because we were working with the IRS on these issues Mr Carter refused to work with us

²⁵ Four months after our discovery of Cannon's \$900,000 misappropriation, Cannon began asserting his Fifth Amendment privilege as to all matters related to his income [Transcript 11/15/07, pp 137, 184 186] According to AG Jones "It is a criminal investigation" [Tr 11/15/07 pp 293 294] So far as we know to date [July, 2009] Cannon has not been charged with any crime related to the Estate, the 2000 Trust or James Brown

²⁶ Cannon also failed to file an accounting Dallas and Bradley filed an accounting of the post death checkbook but have refused to file an accounting of their acts as Trustees (Successor PR/Trustee Bauknight has instructed us not to communicate with Cannon Dallas and Bradley for the purpose of seeking to obtain information or documents [See ltr of 6/19/09])

30 On November 21, 2007, AG Jones contacted Adele and asked that we resign. When she said that was not in the best interest of the Estate/Trust, AG Jones asserted it was unethical for us to serve as both PRs and Trustees.²⁷ Our 8 months experience with the Estate/Trust – along with the Cannon/Dallas Group – confirmed the confusion about who owned what. The fact that Mr. Brown's Will left almost everything to the Trust made it important for the same persons to be both PRs and Trustees. Mr. Brown's unified Estate Plan permitted it, and Adele's 30 years of experience supported it.

31 AG Jones asserted it was improper and might be an ethical violation solely for us to accept the two positions. Since it was the day before Thanksgiving, Adele wrote Jones without talking to Bob. A copy of her letter is attached as **Exhibit 10**, and states in part

November 21, 2007

Dear Sonny

I am in receipt of your e-mail sent at 11:15 this morning and am responding to it quickly because of the coming holidays. Bob may want to answer this separately.

I do not fully understand your position with respect to the obvious conflict, since Mr. Brown himself designated the same persons to be personal representatives and trustees, and there is incorporation by reference language in the Will. Also, whereas our obligations prior to yesterday were to oversee preservation and protection of assets, I believe, as personal representatives, we now have the obligation to support and uphold the Will and Trust, which are wholly compatible with each other and which, together, constitute Mr. Brown's known estate plan.

I am concerned about your assertion of a possible ethical conflict, as I take very seriously such a remark. Please let Bob and me know the basis for such an

²⁷ This assertion was subsequently mirrored in the allegations of the Forlano Federal Court actions but ultimately rejected.

allegation, as we would want that matter fully explored in connection with any motion filed by you, and, if appropriate, ruled on by the Court ²⁸

32 On or about November 29, 2007, AG Jones and AG Lewis of Georgia obtained from Dallas, by then a target of investigation for impropriety with respect to the 2000 Trust, an Affidavit and presented the Affidavit (along with an affidavit of former lawyer Hammond)²⁹ to support the position that the we should not serve as PR/Trustees [See Aff Dallas dtd Nov 29, 2007] The affidavit contained both false and misleading statements

33 We could not understand then, and we do not understand now, why the AG would take these actions, which made recovery from Cannon and Dallas more difficult, especially since the AG now supports Bauknight's role as both Successor PR and Successor Trustee, in addition to Bauknight's role as Trustee of the "Legacy Trust "

D THE DECLARATORY JUDGMENT CASE

34 To resolve many of our concerns, 7 days after our appointment we filed, pro se, a Complaint for Declaratory Judgment and Related Relief Including Expedited Emergency Relief [Exhibit 1]³⁰ to allow us to sell the home to a museum purchaser (hopefully family), and take other action to prevent bankruptcy of the Trust, sell tangible personal property (TPP) of the Estate/Trust and take certain other protective actions [See

²⁸ Judge Early's Order of April 8, 2008 found that our service as PR/Trustees was both ethical and appropriate. The Order was not timely appealed by the AGs or the settling parties.

²⁹ Hammond was actually made a Trustee by Dallas and Bradley in July 2007 but his law firm would not permit him to accept the position.

³⁰ Like many other cases the Declaratory Judgment was commenced in the Probate Court removed to Circuit Court bears the Number Case 122. Since April, 2008 certain separate cases have been assigned separate numbers.

Exhibit 1]

E THE TANGIBLE PERSONAL PROPERTY

35 Between November 27 and January 4 we interviewed Sotheby's, Christie's and Julien's, all auction houses equipped to handle a James Brown TPP sale. The Sotheby's and Christie's representatives visited Beech Island with us. Mr. Julien had visited earlier.

36 Mr. Julien, at the request of Dallas, made statements to the press which bothered Mr. Levenson's client and posed a security threat to the contents of Beech Island, thus making working with him difficult. Sotheby's visited and showed interest, but for internal reasons, advised us in early January they would not take on a James Brown sale.

37 Christie's was very responsive and proposed a reasonable contract. In addition, they were able to act quickly to remove threatened items from Beech Island. And they would advance the cost of the long-overdue Estate Tax Appraisal of the TPP.

38 On January 9, 2008 we advised the Court that we had selected Christie's to sell certain TPP and sought approval of the contract which was part of the Declaratory Judgment case [Transcript, 1/9/08, pp. 58-60].

39 The Court's decision was delayed by calls from Dallas and Bradley for Judge Early's recusal, and Terry and Forlando Brown also interfered.³¹ The hearing was finally

³¹ Even though they had supported our appointment [See Order dtd. 11/20/07], and did not appeal it, Terry and Forlando now asserted in Circuit Court that Judge Early had no jurisdiction over 2000 Trust matters. Also, by January 2, F. Brown had filed a Federal Lawsuit seeking to enjoin the 2000 Trust from any action and to return Cannon, Dallas and Bradley as Trustees. Forlando concealed from State and Federal Courts his financial relationship to Cannon and Dallas and his majority financial interest in his father's Terry Brown's joint venture with TJBL LLC, which had been formed on December 5 to acquire Brown Assets. For the next year, F. Brown represented to the Federal Court that he was not a party to any state court case.

held on February 7, resulting in an Order on February 20

40 As the Court found in its Order of February 20, 2008 and its subsequent Order of April 1, 2008, the Estate/Trust's financial status was critical on November 20, 2007 and did not improve during the period ³²

F THE CHRISTIE'S SALE

41 After a hearing on February 7, the Court issued an Order which allowed the following

- a Sale by Christie's,
- b Placement of non-sale items of TPP in museums,
- c Sale of Beech Island, to a museum purchaser if possible [Order dtd 2/20/08]

42 As described below, had Forlando and Terry Brown, Dallas and others not directly interfered with the Christie's sale, authorized by two Court Orders,³³ it is more probable than not that the Estate/Trust would have had adequate funds to meet its projected \$1 6 Million budget for 2008 Unfortunately, that did not happen

involving the Trust, although he and/or his attorney appeared and participated in many Brown Trust/Estate case hearings Moreover until his attorney David Bell was pressured by state court Judge Early, he and Bell did not disclose to the federal court that the copy of the 2000 Trust attached to the federal court complaint contained the Schedule B prepared by Dallas after Brown's death

³²The February 20 Order found that several factors interfered with our seeking traditional funding, including Forlando's Federal lawsuit and challenges to the Trust Judge Early also found that the challenges of the AG and certain beneficiaries to our appointment 'negatively affects their [Buchanan and Pope's] ability to perform their duties without seeking court approval or to seek long term arrangements

In both the February 20 and the April 1 Orders Judge Early ordered that any party delaying or interfering with the Christie's sale should be charged with all costs and damages of such interference He retained jurisdiction to enforce implementation of the Orders and hear enforcement issues Despite this, Dallas, Bradley, Deanna Forlando and according to Forlando other family members, intentionally interfered We filed a motion in July 2008 just after the Christie's sale for the loss to the Estate/Trust from this interference A year later it has not been heard

³³Order dtd 2/20/08 and Order dtd 4/1/08

43 According to Forlando Brown's sworn testimony, the family, which disagreed among themselves about a number of things, agreed to take action to prevent the Christie's sale despite the two Court Orders ³⁴

44 The Christie's sale, placement of TPP at museums³⁵, and removal of the masters ³⁶ allowed us to reduce the very basic security and maintenance costs of Beech Island from \$250,000 per year to about \$70,000 per year

45 The Court's Order dated February 20, 2008 allowed us to seek a purchaser for the Beech Island real estate, with reservation of a site for a future home of the "I Feel Good" Trust if feasible. Despite our authority under both the Trust and Court's Order,

³⁴See deposition of F. Brown Federal Suit September 27, 2008, p. 147. On September 27, 2008, Forlando testified: "all the children had agreed to this \$2 Million dollar thing. And the family got together and decided it's more important to keep those assets together, beside our differences. [The family attempt to stop the sale in the face of two separate Court Orders approving it served to damage the value of the TPP, a portion of which (PHE) was James Brown's only devise to children.]"

³⁵ We have placed James Brown memorabilia and papers for protection and exhibition (loans up to 3 years) with the I. P. Stanback Museum at S. C. State University, the South Carolina State Museum, the Augusta Museum of History, and the Lucy Craft Laney Museum of Black History. All have been extremely helpful in particular Dr. Leonard McIntyre and Ellen Zisholtz (S. C. State), Elaine Nichols and Dr. Fritz Hamer (S. C. State Museum), and Nancy Glazer, Augusta Museum of History. Dr. McIntyre and Ellen Zisholtz organized a team of alumni and professors from S. C. State for the emergency process of removing hundreds of items from Beech Island before we ran out of money for security costs. Many of the S. C. State items are currently on display at the Stanback. The Exhibit has received rave reviews, and has potential for promoting Beech Island as a museum. Ms. Nichols and Dr. Hamer have also helped in numerous ways including storage for items returned from the Christie's sale and finding a volunteer to repair the Grammy award (which was damaged prior to being sent to Christie's).

³⁶ To secure and protect the masters and certain other audio materials on the night of January 17, 2008, Adele Fletch Rinehart, Cpt. Pounds of Sizemore, Mr. David Washington, and Adele's son packed 66 boxes of masters and audio materials for shipping the next morning. By coordination with Barry Cardinale of the secured storage facility for sound and movies, we had the items sent through Custom Critical, one day arrival for storage. Because of security concerns, this was done secretly, but everyone was notified after the objects arrived safely. This removed additional critical objects from the dangers they had faced for more than a year.

After the removal of the Christie's items [April 5], the 66 boxes of masters/related materials and more than 2000 items for temporary museum placement at Sizemore were terminated. Mr. David Washington, a critical asset to the Estate/Trust, has remained, and has served the Estate/Trust with distinction.

direct interference has prevented the Beech Island sale³⁷

**V APPLICATION FOR RECOGNITION OF THE "I FEEL GOOD"
TRUST AND OTHER STEPS TO CORRECT TAX PROBLEMS CAUSED
BY THE CANNON/ DALLAS GROUP**

46 In his Order dated August 10, 2007, Judge Early directed that Dallas and Bradley, as remaining PR/Trustees, apply for IRS recognition of the "I Feel Good" Trust within 6 months [Order Dtd 8/10/07, Para 1(b)]

47 Application for IRS recognition of the "I Feel Good" Trust, a charitable subtrust of the 2000 Trust, should have been made in 2000 It was not It was a first priority for us to complete the application process³⁸ The approximately \$83 Million Estate Tax deduction, resulting in an approximately \$40 Million estate tax and interest savings, was dependent on this IRS recognition of the "I Feel Good" Trust

48 One of the components of the application was preparation of a Scholarship Application form to be submitted to the IRS with the Application for Recognition We asked distinguished educators Dr Leonard McIntyre (Dean, S C State University) and Ms Inez Tenenbaum (former S C State Superintendent of Education) to serve on an Advisory Committee for the "I Feel Good" Trust, and to assist us with the scholarship forms They both agreed to do so, and did³⁹

49 In November we encouraged one of Mr Brown's children named in the Will

³⁷ In January 2009 we offered the Beech Island Real Estate to family members for \$925 000 agreeing for the Trust to hold a Note for most of the purchase price All Brown family members refused to purchase Beech Island

³⁸ As SAs we had reported to the former PR/Trustees the need to complete this process and the Court s Order dtd 8/10/07 in Case 122 had directed that Dallas and Bradley do it within 6 months

³⁹ Both later agreed to serve on the Advisory Board but Ms Tenenbaum has resigned because of a federal appointment Dr McIntyre became Interim President of S C State University, and, as such, helped us preserve house and display James Brown memorabilia at the I P Stanback Museum and Planetarium

[Daryl, Terry, Larry, Deanna, Yamma or Venisha] to serve on the Advisory Committee of the "I Feel Good" Trust⁴⁰ None accepted We worked with the Court-appointed accountant and the Application for Recognition was filed on December 5, 2007

50 The 2000 Trust was irrevocable It did, however, give the Trustees a right to amend the 2000 Trust "in any manner required for the sole purpose of ensuring that the Trust qualifies and continues to qualify as an exempt entity in compliance with the Internal Revenue Code, as amended" [Tr , Article VII(b)] We knew from the Cannon/Dallas Group that they were claiming a 15% PR/Trustees' fee, which we believed to be unacceptable Further, the Cannon/Dallas Group had filed claims against the Estate asserting more than \$16 Million, much of it these claimed commissions In order to insure IRS qualification, as provided in Article VII of the 2000 Trust, we adopted a resolution limiting the Trustees' fees, once the "I Feel Good" Trust is funded, to ½% per year⁴¹

⁴⁰ This "Advisory Committee" was not, and was not intended to be, the Advisory Board, as contemplated by James Brown in Item IV of the Will and Articles VIII and XIII of the Trust, and as set out in the Advisory Board document dated August 1 2000 As Judge Early found in his Order dtd 4/8/08 Case 122 that Advisory Board was not in place on November 20 2007 Subsequently as of March 15 2008 we asked Dr McIntyre Ms Tenenbaum Dr Ann Carmichael and Judge (Ret'd) Walter Williams to serve on the Advisory Board for 6-month periods, the most recent to expire October 15 2009 Ms Tenenbaum resigned in 2009 when she was placed into consideration for a federal appointment Mr Brown s original Advisory Board appointed in the August 1 2000 document witnessed by Hynie Brown and Venisha appointed Deanna Thomas (disqualified by virtue of contesting the Trust s validity) Willie Glenn (deceased), and Ella Overton (deceased) [Advisory Board document]

⁴¹ ½ % per year upon funding, after the difficulties of the Estate/Trust administration related to the asserted spousal heir and Elective Share claims and the then- more- than \$30 Million of other claims seemed reasonable to us and acceptable to the IRS As required by the IRS, the commissions were required to be reasonable and based on service to the Trust so that among the 3 Trustees, the pay could be allocated based on various factors, including time involved At the time of the application, the 'I Feel Good' Trust had no assets and Dallas and Bradley had just filed their motions accusing Judge Early of impropriety The AG s of Georgia and SC had already obtained November 29 affidavits of Dallas and Bradley falsely accusing us of impropriety Based on what we knew on December 5 2007we estimated that full funding of the 'I Feel Good' Trust would take place in 2 -5 years (after the more than \$30 Million of claims and claims of Hynie Brown etc were resolved) [The Will/Trust contests were filed between December 20 26]

VI PROTECTION OF PUBLICITY RIGHTS AND ROYALTIES

51 In May of 2007, Dr. Terry Cox, an Atlanta "Branding" expert, was solicited by Cannon, Dallas and Forlando Brown to make a proposal to enhance the James Brown Publicity Rights, variously known as his "brand", and/or image/persona/likeness rights [We will use the term "Publicity Rights" to describe the various names given by Dr. Cox and others]⁴²

52 In his June, 2007 report, which proposed an IPO⁴³ Cox estimated the James Brown assets to have the following value

⁴²According to Forlando Brown's sworn testimony Forlando met Cox in Jan or Feb 2007 at a meeting at Yamma and Darren Lumar's house with Deanna her husband, a 'UBS guy Jim Blackwell and a host of investors Louis [Levenson] David Yonk [sic] from his firm where they were going to basically take over these assets and manipulate these assets to make money for them basically is what they were going to do' [Depos F Brown 9/27/08 pp 101 102] Cox next surfaced with Forlando (who was then using the name William Brown) after an email purportedly from Forlando, 'My Grandfather's Final Shame', surfaced in May 2007 The 'Grandfather's Shame' letter threatened to expose both family and the Cannon Group to the media if certain actions were not taken Cannon hastily called a meeting at Greenberg Traurig law firm (GT) Cox made the brand enhancement proposal for the Estate/Trust [Although we were SAs we were not invited] By June 2007 at the request of the Cannon/Dallas Group, Cox put together a proposed \$100 Million plan to sell the Estate/Trust assets to a group to do an IPO, with 'kickbacks' or options for the Dallas/Cannon Group [See Affidavit AJP, dtd 2/17/08 Ex L]

On October 22 2007 Cox made a proposal to purchase Estate/Trust assets for \$90 - \$100 Million [See Ltr, Cox, dtd 10/22/07]

At his October 31, 2007 State Court deposition Forlando said he had never heard of a \$100 Million offer [Depos 10/31/07 Case 122 pp 29 30]

On November 20 after the resignation of Dallas & Bradley Cox called the kickback proposal a "mistake" [Transcript 11/20/07, pp 445-446]

On December 5, 2007 TJBL LLC (TJBL) was formed According to Forlando in his Federal Court deposition almost a year later [my role was to be majority owner [Depos F Brown 9/27/08 Federal case, pp 138]

On March 27, 2008 TJBL and Terry Brown offered to purchase 'all assets of the James Brown Estate', and all assets of the Trust [letter of intent] for \$90-100 Million [F Brown Depos 9/27/08 Def Ex 10 Depos pp 140] Though not putting up any money, Forlando said he would have one hundred percent [management] control [Depos 9/27 p 140]

⁴³ The report states "as part of the sales agreement the trustees [Cannon Dallas/Bradley] want options or a kickback on the IPO [Aff Buchanan/Pope 2/17/2008, Ex L, p 3]

a Image/Likeness value \$40-50 MM

b Property \$10 - 15 MM

c Music Catalogue \$36-45 MM

53 Toby Byron, who had worked with Dallas and Bradley on a Shout! Factory project for the Estate/Trust completed November 1, 2001 (and had been fully paid) also spoke under oath on November 20, 2007 of the importance of marketing and other aspects of the James Brown brand ⁴⁴ [Trans , 11/20/07, pp 435-443,]

54 On November 20, 2007 there was a question as to whether Mr Brown's management contract with Intrigue Music Management International ("Intrigue"), which was headed by Frank Copsidas (Copsidas),⁴⁵ was still in effect ⁴⁶

55 During December 2007 and January 2008, we began working on marketing the Publicity Rights, but were faced with (disputed) claims by Cannon/Dallas and their associates to a large percentage of any deal These claims would have been in addition to the legitimate fees and costs of a Publicity Rights manager Their claims (all disputed) included, but were not limited to, the following Intrigue/Copsidas 15 %, Cannon 5%, Dallas 5%, Bradley 5%, Byron 5-10% We determined that clarifying the Cannon/Dallas Group's relationships, and terminating unproductive relationships, was critical to the stability of the Estate/Trust and the marketing of Publicity Rights

⁴⁴ Byron however failed to inform the Court or the parties that in November 2007 Dallas had promised him 5% of any sale [At the time, the Cannon/Dallas Group and others were claiming at least the following percentages to any deal whether a sale or exploitation Dallas 5% plus about \$ 5 Million Cannon 5% plus \$1 4 Million, Bradley, 5% Byron 5%, GT, 5% (sale or refinance only), Copsidas 15% , Pullman 12 5% (sale or refinance of TIAA royalties only),

⁴⁵ Who referred to himself as Superfrank

⁴⁶ By its terms the Intrigue Contract could be terminated on March 31 2008 if properly terminated Buddy Dallas had told us the Intrigue Contract was terminated at Mr Brown s death but Copsidas did not agree

56 In December 2007 we attempted to negotiate a 1-year short-term arrangement with Copsidas/Intrigue, without prejudice to the various claims between us. It was unsuccessful.

57 In December 2007 we also made contact with Royalty agencies and various other music-related contacts⁴⁷ and with Global Gaming (GG), with which a contract had been finalized in February, 2007.⁴⁸ [Cannon, Dallas, Bradley and Copsidas are claiming 30 % of GG funds. The Estate/Trust disputes their claims.]

58 From January 2, 2008 until today, the Forlando/Terry Group as well as Dallas, have directly interfered with and have damaged the Publicity Rights in numerous ways, including, inter alia, Forlando seeking a Federal Court injunction against any action by the Trust.

59 In February 2008 we learned that in 2007 funds from a James Brown Hallmark card Publicity contract may have gone into Cannon's company, 7th Decade. Because Cannon is asserting his Fifth Amendment rights and there is no discovery available, this information has not been corroborated. To the extent such funds were also misappropriated, they have not been recovered.

A THE CORBIS/GREENLIGHT AGREEMENT

60 In December 2008 Illinois counsel for the Estate/Trust arranged a settlement conference in New York for January 19, 2009 in the CORBIS matter. This Illinois litigation relates to a publicity rights issue which attracted Mr. Brown's attention in 2000.

⁴⁷ Contacts included BMI, Warner Chappell, Fort Knox, BMI, SoundExchange and others.

⁴⁸ The GG contract was begun before Brown's death and completed Feb. 2007 and to date has produced no funds to the Estate.

Mr Brown brought suit through attorneys Jay Ross and Art Gold, in 2002 ⁴⁹ We invited all of the “settling” parties None attended

61 After negotiation, on March 23, 2009, after 7 years of Mr Brown’s efforts, and 2 years since his death, we reached a favorable settlement which incorporated a 2-year agreement related to the management of Mr Brown’s Publicity Rights – just what the Estate/Trust needed [We incorporate by reference, and urge the Court to review, our pleadings, motion for Summary Judgment and Affidavits related to the GreenLight 2-year contract in Case No 2009-CP-0597]

62 In order not to delay the South Carolina Court approval, which was a component of the settlement, we filed a simple action with the AG as Defendant We could have filed an ex parte request, but this seemed most reasonable We served it the day we filed it, in the hopes that the AG would quickly consent so that the Publicity Rights Agreement could begin on May 1 as contemplated We urged the AG, and later Russell Bauknight and others, to embrace this fine contract which we especially negotiated for the shortest reasonable term – 2 years

63 We have been troubled to learn from Russell Bauknight that the GreenLight contract – which, but for interference, could have been in place on May 1, 2009 – is being delayed, and may be lost, because Terry Brown claims that it interferes with his “Right of First Refusal ” Even if our settlement appeal is unsuccessful, we do not believe that Terry Brown can or should control what happens in the Estate and Trust prior to the funding of the Legacy Trust, while creditors, non-settling parties and taxing authorities

⁴⁹ We were both deposed by Corbis chicago counsel prior to the commencement of settlement talks

must be protected

64 We discussed our position with one of Bauknight's attorneys, and thought he agreed. But so far we are unaware of any settlement.

B ROYALTY AND RELATED CLEARANCE REQUESTS

65 While there was much interference with Publicity Rights, there was much less with Royalty Clearances, which were in shambles in November, 2007.

66 Between November 20, 2007 and May 26, 2009 we processed close to 200 royalty rights clearance requests worldwide, for diverse matters from yogurt to automobiles, and from Poland and Bulgaria to Mexico and Japan. The funds from these requests go to payoff the TIAA debt, which has now been reduced from about \$19 Million in the summer of 2006 to about \$11 Million on May 26, 2009. While these clearance approval/requests have not increased the current cash flow into the Estate/Trust, they have been essential to the preservation of the overall Royalty/Publicity⁵⁰ and reduction of TIAA's lien on Mr. Brown's royalties.

67 In early 2008 Terry B. Cox emphasized the importance of brand strategy to the offices of the Attorneys General of SC and Georgia as follows:

The value for the trust is that this additional revenue [increased royalties through brand (publicity) development] is not connected to the sale price, **but to the success of the brand strategy**. My opinion, the present trustees, if questioned, do not understand the magnitude that this additional value would provide the trust in four years an additional \$5 million. This additional \$5 MM can not be realized if the assets are sold off in pieces to different buyers, or even to a single buyer with no brand strategy. [Emphasis supplied] [Ltr. Cox to Jone, Lewis, 2/08]

⁵⁰ Terry Cox referred to the combined "royalties", without trying to segregate the publicity revenues. This correctly shows how branding enhances the value of both the Publicity Rights and the Royalties because of their close relationship and interrelated nature. Others have recommended that careful attention to and participation in the clearance requests are necessary to preserve asset value.

68 We deny Mr Cox's statements about us We have always sought the protection and enhancement of the Royalties and Publicity Rights, but Mr Cox prefers that it be done by him for Cannon, Dallas and Forlando and Terry Brown We believe that the royalties will increase if the CORBIS/GreenLight settlement is approved

69 A critical component of the CORBIS/GreenLight settlement is that their contract is unencumbered by the claims of Cannon, Dallas, Forlando Brown and others, and the litigation ends on favorable terms

VII ENGAGING ENTERTAINMENT AND EXEMPT ORGANIZATION COUNSEL AND OTHER COUNSEL

70 We wanted high quality entertainment counsel who could work with a high-quality exempt organization counsel to help us address the important issues we would be facing, namely

- a Is it in the best interest of the Estate/Trust to sell the James Brown assets, possibly maintaining a "Legacy royalty" as had been suggested by Dallas and others, or maintain and manage them long term?
- b Which assets are appropriate to retain perpetually within a private foundation, and which assets, if retained, would violate tax and other rules and regulations applicable to Mr Brown's private charitable foundation?
- c Which assets that are legally prohibited for the "I Feel Good" Trust could be placed in the Grandchildren's Trust?
- d For those assets which are desirable to hold but must be divested, how to delay divestment?
- e How to involve the family both with a permanent Brown Family seat on the board and possible family ownership of Beech Island and Household effects without running afoul of prohibited transaction rules?
- f Other succession issues

71 Adele knew well-regarded Charitable Organizations counsel Alan

Rothschild, who agreed to work with us

72 To obtain entertainment counsel we contacted Bertis Downs who is both a professor and works with R E M He suggested Nashville attorney and former Warner Music Group executive Ray Gonzalez We interviewed both a very competent attorney in New York and Ray Gonzalez, and selected Ray

73 Unfortunately, by the time we had excellent entertainment counsel in place, challenges to the Will and Trust and other challenges temporarily dampened our ability to exploit Mr Brown's Publicity Rights⁵¹ and make long-range plans for the Trust We hoped to deal with these issues throughout 2008 and to transition in 2009 to conducting the due diligence necessary to address the issues discussed in paragraph 70 above

74 We engaged James D Bailey to help us with the more than 15 cases pending in Circuit Court He has represented the Estate and Trust faithfully and over 1 ½ years, and has charged about \$196,000, approximately \$80,000 of which has not been paid

75 Attached as **Exhibit 11** is a brief summary of Jim Bailey's charges, which are a liquidated debt of the Estate and Trust, and which should be paid promptly, with interest

76 After interference by Dallas, Bradley, Powell Goldstein⁵² and Forlando

⁵¹ After consultation with entertainment (and other) counsel we decided by early January 2008 that we would delay any consideration of a sale of the primary assets - Royalties and Publicity Rights, while we stabilized the Royalties and Publicity Rights and dealt with claims and challenges

⁵² PG attorneys Bill Shearer and others represented Cannon Dallas and Bradley while they were PR/Trustees They billed the Estate in excess of \$48 000 for among other things Shearer's advice and drafting with respect to Cannon Dallas and Bradley's effort to move the Trust out of South Carolina Powell Goldstein is now advising Terry Brown regarding the settlement PG attorneys Bill Custer Bill Shearer and others represent Forlando Brown, an adult grandchild, in the federal court action pending against us Augusta attorney David Bell is working with PG in both the state and federal cases They are advocating conflicting positions with respect to the proposed settlement for Forlando, they oppose the settlement (objecting on his behalf in state court and seeking to maximize his benefits under the educational

Brown [and others] in the Christie's sale, we engaged Tressa T H Hayes to work with us on Appellate and Appellate-related matters. She has vigorously and faithfully served the Estate and Trust and should be paid as set out in **Exhibit 12**

77 In approving our commissions and the fees of all counsel we have used, we ask the Court to consider how valuable our own legal training and experience has been in reducing legal costs, and how carefully we have controlled (and will control) Estate and Trust legal fees without sacrificing quality or damaging the Estate/Trust⁵³

78 Part of our objection to the settlement was our grave concern for the payment of a 2% (about \$2 Million) "Finder's Fee" to someone who "found" something already belonging to the Estate/Trust, and the estimated \$12 - \$14 Million of attorneys' fees, and unknown fees of Mr Bauknight, and now apparently his ten attorneys. We verily believe we have been more than reasonable in obtaining high quality legal representation for the Estate/Trust on very reasonable terms.

79 **Exhibit 8** is Adele's daily records of her service to the Estate/Trust. **Exhibit 9** is Bob's, which is less detailed. Working with our competent attorneys, we have jointly authorized and carried out every action taken by or on behalf of the Estate and Trust during our service. Our attorneys have provided valuable services to the Estate.⁵⁴

trust in federal court) for Terry, Forlando's father, they advocate in favor of the settlement in state court, the effect of which is a drastic reduction of Forlando's interest under the educational trust.

⁵³ For example, Cannon/Dallas and Bradley sought \$15 Million in commissions and incurred almost \$1 Million in Aiken County Attorney fees in one year. Mr Bauknight informed us that he has engaged ten attorneys and we have received communications from five. We are informed and believe the 'settling' parties expect to pay between \$12 and \$14 million in contingency legal fees and costs, which they intend to take from James Brown's assets.

⁵⁴ Within 45 days after our appointment we needed to have James Bailey and our other counsel to deal with the following and other matters:

VIII OWNERSHIP OF JAMES BROWN ENTERPRISES, INC (JBE, INC)

80 On September 24, 2007 all of Mr Brown's acknowledged family, Dallas and Bradley stipulated that the only assets in the 2000 Trust at Mr Brown's death were Mr Brown's home Estate ("Beech Island") and possibly \$50 Those parties stipulated that JBE, Inc was owned by the Estate [See Exhibit 3, Hearing 9/24/07] ⁵⁵

81 By November 2007 we knew that Cannon and Phil Farr, the former Brown CPA who was terminated by Court Order dated 8/10/07, had filed unauthorized tax returns as to the true owner of JBE, Inc In September and October of 2007 these unauthorized returns for JBE, Inc for 2003 - 2006 changed the ownership to show the 2000 Trust instead of Brown as the owner of JBE, Inc (Farr had prepared JBE, Inc , returns for 2003-2005 showing James Brown, not the trust, as owner of JBE, Inc , he had also submitted an affidavit to the Court in September of 2007, stating Mr Brown was the owner) By November we also knew that both Cannon and Dallas had changed their stories about JBE, Inc's ownership both to the Court and to us ⁵⁶

-
- a Request by Dallas and Bradley that Judge Early recuse himself [This was followed by assertions that all Orders related to the Trust and the Dallas/Bradley resignations were invalid]
 - b December 20, 2007 contest by Tommie Rae Hynie Brown of validity of Will and Trust
 - c December 26 2007 contest by Daryl Venisha, Yamma Deanna and Larry Brown of validity of Will and Trust
 - d January 2 2008 frivolous Federal Court suit filed by Forlando Brown to paralyze 2000 Trust challenge all Orders of Judge Early related to the Trust and return Cannon Dallas and Bradley as Trustees
 - e The South Carolina Attorney General was vigorously asserting that the same person(s) could not serve as both PR of Mr Brown s Estate and Trustee of the 2000 Trust

⁵⁵ Dallas later said the statement was false as presumably, was his motion filed 3 weeks earlier to declare JBE, Inc an asset of the Estate - and not of the 2000 Trust

⁵⁶ Dallas and Bradley filed a Motion on August 31, 2007 to Declare JBE, Inc an asset of the Estate Dallas told us that he prepared papers in 2002 to transfer JBE Inc to the Trust but that he wanted James Brown to sign them, even though he had the authority to do so He said Cannon never delivered the transfer papers to James Brown

82 Being unable to know the truth on the ownership of JBE, Inc, on December 18, 2007, we withdrew the Dallas/Bradley Motion to Declare JBE, Inc an asset of the Estate The withdrawal was served on all parties to Case 122 ⁵⁷

83 As discussed above, we have advised the IRS and the SC Dept Of Revenue (SCDOR) of this and other ownership issues

IX DEFENSE OF CLAIMS AGAINST THE ESTATE/TRUST

84 When we became PR/Trustees, approximately \$45 Million of claims were filed against the Estate and/or Trust An important goal of ours over the 1 1/2 years between November 20, 2007 and May 26, 2009 was the management and reduction of those claims We have carefully and efficiently done this with the help of James D Bailey, Jr , Esquire, Tressa T H Hayes, Esquire and Matthew Ballenger, Esquire of Hogan and Hartson in New York⁵⁸ Pullman Litigation For a more detailed understanding of our services related to the claims litigation, and that of our counsel, we incorporate the pleadings, filings, orders and our affidavit in the following matters

- a Claim of David G Cannon, Aiken County Case No 2008-CP-02-1425
- b Claim of Albert H Dallas, Aiken County Case No 2008-CP-02-1426
- c Claim of Alfred A Bradley, Aiken County Case No 2008-CP-02-1427
- d Claims of the Pullman Group, Aiken County Case No 2007-CP-02-122
- e Claim of Roosevelt Johnson,
- f Claim of Lewis & Babcock, LLP,
- g Claim of Rodney A Peeples, Esquire,
- h Claim of Smith, Massey, Brodie, Thurmond & Guynn, P A , Aiken County Case No 2008-CP-02-1551

⁵⁷ Since James Brown had a unified Estate Plan, all of his assets other than his Personal and Household Effects (PHE) including JBE, Inc were devised to the 2000 Trust even if they were not transferred before his death

⁵⁸ A portion of the Hogan and Hartson fees remains unpaid Pursuant to two Court Orders approving both the engagement and the contract (8/08) these fees are a priority expenses of administration and should be paid

- 1 Claim of Murrell, [Judgment]
- J Claim of Stanley Jackson, Esquire, Aiken County Case No 2008-CP-02-1549
- k Other Claims.

X THE FORLANDO BROWN FEDERAL SUIT

85 The Forlando Brown Federal Suit is a good example of the most troublesome aspect of the Brown litigation – the false and misleading statements by both parties and their counsel, officers of the Court ⁵⁹ It is doubly troublesome that Terry and Forlando

⁵⁹Forlando while in the same document [Complaint Federal Suit] making numerous false and misleading statements accuses Levenson and/or his associate D Yount He says “ counsel for the heirs of James Brown submitted a false affidavit [t]here is absolutely no dispute that this affidavit is false and counsel for the heirs have subsequently conceded that the affidavit is false

Some of Forlando s other false and misleading statements include

“Adele is a long time friend of Judge Early When counsel for the heirs heard that Pope had been appointed they celebrated and told Forlando that Pope was a bulldog who ‘would get the existing Trustees of the Irrevocable Trust removed and have more compliant trustees appointed in their stead that would be more likely to follow the wishes of the heirs [Para 38]

Forlando refers at least 6 times to Judge Early issuing orders at the request of Pope and Buchanan [Paras 55 56 57,58,59] Forlando stated Adele is a longtime friend of Judge Early’ [Para 38] Forlando asserted that we had ‘allied [ourselves] with the heirs who had been cut out of the bulk of the Brown Estate through the Will” and wished to destroy his Estate Plan” [Para 41] Forlando falsely asserted that we had a plan to ‘strip the [2000] Trust of assets” and ‘interfere with the Irrevocable Trust which was consistent with the heirs who had recommended us [Para 40]

With knowledge that his statements were false, misleading, or both, Forlando on December 31, 2007 misstated our position about ownership of JBE, Inc , and conversations we had with Cannon and Dallas These reflected what Cannon and Dallas were saying in their various motions filed on and after November and some of the false statements Dallas would make to the Court in January March, 2008 [Para 41 42, 43,44 45,47 65] Forlando asserted incorrectly that there was no motion to remove Dallas and Bradley and no evidence in the form of affidavits or otherwise to support the removal of Dallas [Para 71] He stated that on November 20 2007 “At last Adele and Robert had achieved what they had so long desired – complete control over the Estate of James Brown and the Irrevocable Trust” [Para 76] The Order was entered without jurisdiction [77] The Probate Court has exclusive jurisdiction over trust matters [Para 78] No proceeding of any kind was filed anywhere to remove Dallas and Bradley [Para 79]

Combined with false statements about us Forlando did describe with some accuracy the early relationship of Attorney General Jones with Cannon and Dallas He said ‘ In September of 2007 Given their precarious position as Trustees and the ever present threats of removal Dallas and Bradley filed a motion to determine that [JBE Inc] was an asset of the Estate of James Brown At the same time Dallas and Bradley also purposefully notified the Attorneys General of the States of South Carolina and Georgia, whom they knew would take action to defend the charitable beneficiaries of the Irrevocable Trust in the proceeding The Attorneys General were allowed to intervene [Para 63 64] On November 9, 2007, Dallas and Bradley, having now been joined by the Attorneys General of Georgia and South Carolina in their fight against Pope and Buchanan, filed [a false statement follows about a filing by Dallas and Bradley in the Circuit court] [Para 67] [Emphasis supplied]

Brown, along with Deanna and Yamma, have wasted the Court's time and the Estate and 2000 Trust's funds to come full circle, i e , reunite with Cannon and Dallas to destroy James Brown's Estate Plan

86 Atlanta Law Firm Powell Goldstein (PG) represented the Cannon/Dallas Group, as Trustees, in the summer of 2007 just before we discovered the \$900,000 00 taking Cannon and Dallas were working to remove the 2000 Trust from South Carolina and the inevitable discoveries which Judge Early's access Order allowed [Affidavit S Jackson]

87 PG secretly worked with Hammond, Cannon and Dallas in June when the \$100 Million joint venture/Sale/IPO with Forlando was being proposed and Cannon and

Forlando also stated The Attorneys General of the State of Georgia and for the State of South Carolina, on behalf of the charitable beneficiaries of the irrevocable Trust, have moved to set aside or amend the November 20, 2007 Order appointing Pope and Buchanan as trustees on the grounds, among others, that Pope and Buchanan are in a conflict of interest The Attorneys General have similarly objected to the commingling of Estate and Trust funds by Pope [Emphasis supplied] [Para 88] Forlando referred to Cannon's \$900 000 00 taking as 'disclosures about certain financial transactions involving David Cannon prior to James Brown's death [Para 49]

The 42 page 112 paragraph Forlando complaint falsely summarized its general position in Paragraph 100 After 13 bullet point false and misleading accusations Forlando, on December 31 2007 asserted in this verified pleading

Pope and Buchanan have acted in concert with counsel for the six named children under the Will and counsel for Tommi Rae Hynie and as advocates of the positions of the heirs and Hynie and to the detriment of the Brown grandchildren and the charitable beneficiaries all contrary to the primary educational and charitable purposes of the Irrevocable Trust [Para 100]

Nothing of course could have been further from the truth on December 31, 2007 or today

Shortly thereafter on the same grounds, in addition to seeking the injunction and our removal by the Federal Court, Forlando sought damages against us individually [Am Compl] We have counterclaimed Forlando's attorneys in the frivolous Federal suit are Powell Goldstein attorney William Shearer former Trust counsel who billed the Estate \$48,225 in 2007 and cooperating with Cannon and Dallas in their violation of the August 10 Order will not release the Estate/Trust file as directed by Judge Early PG and Bell also both now represent in addition to Forlando [controlling owner of TJBL] his father Terry Brown in Terry's claim to about \$4 Million of Mr Brown's Estate/Trust PLUS a Right of First Refusal which will destroy the Trust's 501(c) (3) status and devalue the James Brown assets and which has already delayed the CORBIS/GreenLight agreement, at a loss estimated to be at least \$1 Million per year

Dallas were demanding a kickback or option [Cox Proposal 6/01]

88 In September 2007 PG sent the Estate a \$48,225 bill for its work

89 In November the Cannon/Dallas attempts to move the 2000 Trust out of the state, to Georgia, and other secret wrongdoing, came to light Following Cannon's resignation on August 10, 2007, Dallas and Bradley resigned on November 20, 2007

90 On November 20, 2007 after the resignation of Dallas and Bradley, Dallas and Terry Cox, under oath spoke of Cox's "very significant offer"⁶⁰ [Trans , 11/20/07, p 426], but concealed Cannon, Dallas and Forlando's financial involvement⁶¹

91 Cox, under oath, said that including a kickback or option for Dallas and Cannon was a "mistake" [Transc 11/20/07, pp 448]

92 On December 5, 2007 Forlando and Cox became joint venturers in TJBL

93 On December 10, Forlando called Adele to talk about his tuition education payments under the Grandchildren's Trust Adele told him they hoped to have funds as soon as the TPP sale was approved, and Adele offered to speak to the financial aid person at his college

94 On December 10 or 11 , 2007 David Bell called Adele and directed her not to talk to Forlando Adele requested that Bell advise Forlando of his mandate so that Forlando, who had called her various times, would know the non-communication was not her idea

95 By about December 18, David Bell was mailed notice that we withdrew the

⁶⁰ The \$100 Million offer of October 23, 2007

⁶¹ Cox denied Dallas had a participation interest even though an email from Cox to GT Attorney Sidman said Buddy wanted 'a piece of the IPO' [Trans , 11/20/07, p 445]

Dallas/Bradley motion to declare JBE, Inc , an asset of the Estate, he had also received our request in the Declaratory Judgment action that the court declare there was no probable cause to contest the Will or 2000 Trust

96 As knowledge is defined in the Trust Code,⁶² David Bell, Forlando and Terry Brown clearly had knowledge before December 31, 2007 that

- a We were not pawns of Deanna and Yamma Brown
- b Dallas and Bradley, not we, filed the motion to declare JBE, Inc , an asset of the Estate – and we had withdrawn it
- c We fully supported the Trust and the Will
- d Cannon had misappropriated \$900,000 00 from the Trust, had resigned, and was unfit to serve

97 Despite this, on December 31, 2007 Forlando, with knowledge of the falsity, verified a Complaint (and later verified others) falsely accusing us of things he knew to be false, including having, for personal gain, wrested the 2000 Trust from Cannon, Dallas and Bradley He accused Judge Early of impropriety, and sought to enjoin the 2000 Trust from taking any action

98 Concealing his financial relationship with Cox, Cannon and Dallas, Forlando represented himself to be an impoverished student who only wanted to enforce the 2000 Trust

99 Although wholly frivolous, the lawsuit had to be taken seriously, including the conduct of a 2-day hearing on the injunction, which has not been granted The expense of defending the frivolous lawsuit has caused us to lose our professional

⁶² See SC Trust Code § 62-7 104

malpractice insurance coverage

100 Among the many troublesome aspects of the Forlando Federal Suit was a false affidavit prepared, signed and filed by David Bell in which Bell falsely told the Federal Court that he had relied on representations by us in advising Forlando to sign a Stipulation, presented to the state court on September 24, 2007, that JBE, Inc , was an asset of the Estate He had not talked to us, and could not possibly have relied on us, as our affidavits – and the facts – confirmed

101 After the purported “settlement” Bell and Levenson directly and indirectly threatened us if we did not resign

102 In addition, Bell and PG attached what was represented to be a copy of the 2000 Trust to the federal complaint The copy contained the Post-death, Second Schedule B which Dallas had created in January 2007 to make it appear that James Brown had himself transferred assets to the 2000 Trust during his lifetime

103 As a result of the false and scurrilous accusations of the Forlando Suit, the first time either of us had had to call on our legal negligence carrier to defend us, in our combined 60 years of practice, both of our professional liability policies were cancelled – Adele’s at the end of 2007 and Bob’s effective August 16, 2008

104 David Bell also assisted his clients in filing grievances against Louis Levenson, both in South Carolina and Georgia While we have been troubled by some of

Mr. Levenson's actions,⁶³ we felt that the Levenson grievances filed by Bell, like the later Forlando Suit brought against us, were not merited and were brought for an improper purpose

105 Approximately \$400,000 has been spent on the defense of the Forlando Suit. The premium for Adele's insurance for 2008, obtained after the cancellation, was more than 4 times that of 2007. Bob has thus far been unsuccessful in securing other coverage, so his new rates have not yet become an issue.

106 We believe that the costs of the frivolous Forlando suit should be paid by the Estate/Trust, and recovered by the Estate/Trust from the Bell/PG clients.

107 The unchecked false and misleading statements and filings of Dallas, Bell and others have made our task of preserving and protecting the Estate and 2000 Trust and defending the Estate Plan of James Brown more difficult.

108 While we did not seek revocation of Mr. Bell's pro hac vice status in Case 122, his false affidavit and other false representations he has made to the Court compelled us to support it. The Court did not revoke his pro hac vice status despite earlier warnings.

109 In *McMaster v. Dallas*, Case No. 2008-CP-02-1647, Bell actively participated for months without seeking pro hac vice status. [We have not seen evidence of his admission.]

⁶³ Mr. Levenson called Bob to advise that if we didn't resign there were those who were intent upon ruining us. He made a similar call to our attorney James Gilreath the night before Adele was to testify.

XI THE EFFECT OF OUR SERVICE AS PR/TRUSTEES ON OUR CAREERS

110 In February 2007, when asked by Alan Medlin (Adele) and counsel for the then-PRs (Bob) to consider appointment as SAs, both of us had very active careers

111 At our first meeting with the Cannon/Dallas Group on March 26, 2007 Cannon was red-faced, literally banging his fist on the table and accusing us of being spies for the enemy⁶⁴ We told him we understood his concern, but were just doing our job

112 On November 20, 2007 that job changed dramatically, and without warning

113 In 2007 we both reduced our practices to meet the ever-increasing demands As before, we had a job to do

114 From November 2007 Adele was spending more than 80% of her working time on James Brown matters and had to turn away many requests for her service In November 2008, well into a year in which she would spend at least 2,300 hours on being a Brown PR/Trustee, Adele decided to close active practice⁶⁵ Bob, having turned away numerous matters over 2½ years, must now rebuild his practice We have both borrowed money⁶⁶, and are continuing to borrow money, to pay our staffs and keep our offices functioning

115 We are both sole practitioners Bob's staff of 1½ and Adele's larger staff have devoted much of their time for 2½ years to Brown matters

⁶⁴ Dallas and Bradley as always were cordial

⁶⁵ Adele has retained a small number of client matters other than her Brown Service since January 2009

⁶⁶ Adele made a taxable early withdrawal from her retirement funds rather than borrowing from traditional sources

116 If we return to active service as PR/Trustees,⁶⁷ we will have the same goals we had – and fulfilled – through May 26

- a Protect and enhance the assets, especially the Royalties and Publicity Rights
- b Defend the Estate Plan of James Brown
- c Develop a Succession Plan which will prevent loss of millions to persons James Brown did not intend to have his assets

XII THE REUNION OF CANNON/DALLAS WITH THE DEANNA/YAMMA GROUP AND THE TERRY/FORLANDO GROUP, AND OUR DUTY TO APPEAL

117 Cannon's violations of the criminal law and the Cannon/Dallas/Bradly breach of their fiduciary duty to James Brown were apparently undiscovered until shortly before or after Brown's death. They include Cannon's unreported \$4.9 Million from the TIAA Funds in 1999, the \$900,000 taking from the 2000 Trust in 2006, and the after death filing in Aiken County of a \$700,000 judgment in favor of Cannon against Brown which he secretly obtained by paying \$41,000 in 2002.

118 The Cannon/Dallas relationship with Brown's family/beneficiaries has been mixed. Deanna held a power of attorney with Cannon and Dallas until Brown's death. Deanna and Yamma became, after Brown's death, Trustee and Executive Assistant to the Trust board, respectively.

119 In early 2007 the Deanna/Yamma group (then all 6 acknowledged children) split from Cannon and Dallas because, as Forlando has asserted, Cannon and Dallas

⁶⁷ We have repeatedly advised the court and parties that we have no desire to serve longer than necessary to stabilize the Estate/Trust (and have actually filed an action seeking the development of a succession plan).

would not give them enough control Then Forlando and Terry Brown split from the Deanna/Yamma group

120 Forlando and Terry have asserted that we were appointed SAs in March 2007 to get rid of Cannon and Dallas so the Deanna/Yamma Group could take the James Brown assets for themselves

121 The Deanna/Yamma Group engaged us – and this Court – for 8 months with hundreds of hours of complaints about the unconscionable 16% (approximately) commissions from the Estate/Trust the Cannon/Dallas Group wanted Then they filed suit in state court to get it all for themselves

122 Terry Brown has now re-joined the Deanna/Yamma Group Both he and his son Forlando are now represented by Powell Goldstein (PG)

123 PG still refuses to release⁶⁸ its file for the period when the Cannon/Dallas Group was seeking a kickback or options in the IPO

124 Having reunited, Cannon/Dallas and Mr Brown's family are happy to take Brown's funds for themselves and accuse us of impropriety for defending Mr Brown's wishes

125 We have been since early 2008, and remain, the only persons protecting the interest of James Brown's Estate Plan, including

- a Brown's In Terrorem clauses of the Will and Trust
- b Brown's Spendthrift Clause of the Trust
- c Brown's desire to dedicate most of his estate to the private education trusts

⁶⁸ And Cannon and Dallas in violation of the August 10 2007 Order have refused to deliver the file

126 We have made it clear to the AG and others since November 20 2007 that we only intend to complete our duty and provide for proper succession

127 We believe that we must appeal the McMaster Orders

128 We respectfully submit that the appeal increases the chance of retaining the \$50+ Million for the Estate/Trust, will have no adverse effect on the Estate/Trust, and our requested commissions should be the same in either case

XIII OUR RELATIONSHIP WITH THE ATTORNEY GENERAL'S OFFICE

129 The Office of the AG did not assist in any way with the Cannon Appeal

130 We believe that the motion by the AG to remove us for cause as PR/Trustees was baseless and ask the Court to review our counterclaim and affidavits for our full position

131 We believe that we have made every reasonable effort to cooperate with and inform the Office of the AG from the outset The AG has opposed us consistently to some extent on every issue, beginning with our appointment This alone has complicated our ability to meet our objectives Just some of our many communications in which we urge the AG to abandon their neutrality towards Cannon and Dallas, help us protect the Estate/Trust, and help us try to find out the actual amount of the secret \$12 - \$14 Million the "settling parties" intend to pay their attorneys and Bauknight from Mr Brown's Estate and the 2000 Trust are attached as **Exhibit 13**

XIV PURSUING THE CANNON APPEAL

132 By November 15, 2007, the criminal investigation in relation to Cannon's income – which came from Brown – was known ⁶⁹ And his \$900,000 2006 taking from the Trust had been known for months

133 When Cannon was held in contempt by the Court, and appealed, we were not concerned with the sentence We were concerned with the destabilizing effect his challenges to the Court's (Judge Early's) authority to act were having, and whether the year spent uncovering the Cannon/Dallas actions which led to their resignations would have to be repeated

134 We asked the Assistant AG Jones to work with us on the Cannon Appeal to prevent the return of Cannon and Dallas The AG failed to do so

135 The AG did not actively oppose Cannon's appeal position that Judge Early had no jurisdiction over the year-long Trust hearings ⁷⁰ Only M&T Bank and we did

136 The AG did not file a brief or attend the Cannon oral arguments

137 During the period of his appeal, Cannon repeatedly violated Judge Early's Orders in connection with Geronimo Music Management, LLC (Geronimo), a company owned at least 51% by the 2000 Trust which is the publisher for some of Mr Brown's songs Dallas also violated the Orders

138 Cannon and Dallas continue to be in direct violation of the August 10, 2007 Order by refusing, as ordered, to turn over either the PG or the Greenberg Traurig (GT)

⁶⁹ See Transcript 11/15/07 pp 291 294

⁷⁰ They also acquiesced – and we agree – that James Brown's Will and Trust were established in 2000 [We believe all are bound by this finding]

139 The AG's failure to support us as PR/Trustees in efforts to prevent the return of Cannon and Dallas made our work difficult – but not impossible

XV OUR DEFENSE OF THE ESTATE PLAN AND OTHER “FAMILY” CLAIMS

140 We ask the Court to take judicial notice of our vigorous defense of the Estate Plan

141 We believe the James II matter could have been decided with a DNA test, long ago ordered by the court but never conducted, and/or by motions to dismiss and for summary judgment. However, some motions remain pending and discovery has been stayed

142 We believe the facts demonstrate Hynie Brown is neither an heir nor devisee of James Brown, we believe much of her claim should have been decided on motion to dismiss, and the remainder on Summary Judgment after discovery, which was stayed

143 We believe the facts show all adult grandchildren who endorse the settlement have violated the In Terrorem and Spendthrift clauses of the Trust. We have pending motions to that effect

144 We believe the AG's irrevocable commitment on August 10, 2008 to work with certain persons claiming to be some of the heirs of James Brown against the Estate,

⁷¹ Dallas through innocent attorney Wayne Byrd, asserted that there was no Powell Goldstein file [Byrd Ltr Jg Early dtd 2/27/08]. He withdrew the statement when PG's previously concealed \$48,225 bill from September 2007 was discovered. This was not the first time Dallas or Cannon (and others) lied to the Court through attorneys [See Bell Affidavit Forlano Suit Stan Jackson Affidavit Keith Babcock testimony on 2/20/08, pp 37-45]

the Trust and the trust beneficiaries was wrong [See August 10 signed document]

XVI SALE OF THE JOSEPH BROWN HOUSE

145 According to Louis Levenson, attorney for various family members, the home of Joseph Brown, James Brown's father, held more significance for his acknowledged children than Beech Island. The house, valued at \$60,000.00 was an albatross for the Estate. It was unoccupied, the Cannon Group had allowed the insurance to expire, and it came to Mr. Brown through the Estate of Joseph Brown, which had not been probated.

146 The location in Georgia made oversight of the Joseph Brown house and solving the probate issues more problematic and costly. Further, it came through an intestate Estate, and we learned of the possibility of a brother of James Brown who might claim an interest in the house—even though James Brown had provided all of the funds for it.

147 We sought, and obtained, court approval to sell the Joe Brown house to the Levenson clients with only a quitclaim deed, 10% down and a note and security deed for the remainder. Purchaser's counsel to prepare documents.

148 Mr. Levenson assured us that payment by his clients would never be a problem. After we spent months assisting the purchasers (Levenson clients) in getting the sale documents correct, the sale finally closed. The purchasers made only 2 payments. Beginning in August of 2008 they refused to make any further payments based on the "settlement."

**XVII THE OFFER OF COMPROMISE AS AN ATTEMPT TO FORGE A
SETTLEMENT THAT WOULD NOT DISQUALIFY THE TRUST
AND CREATE A \$40 MILLION ESTATE TAX AND INTEREST
PROBLEM**

149 By January 30, 2009 the AG was making good on his promise of August 10, 2007 to join the Deanna/Yamma/Hynie Brown Group in attempting to defeat the Estate Plan of James Brown⁷² by attacking the Estate, the Trust – and now, without cause, us, for defending the Estate Plan [See Am Compl , McMaster v Dallas] On January 30 AG Jones offered millions of dollars more, to be taken from James Brown's assets, to encourage Terry Brown to abandon his firm, and sworn, assertions that both the 2000 Trust and 2000 Will were valid, carried out the wishes of James Brown, and had been affirmed by James Brown [See Ltrs of S Jones, D Bell, dtd 1/30/09] Also extremely troublesome was that on January 30 the “settling parties” – of which the Attorney General was a part – began to assert, with no basis whatsoever, that at death Mr Brown's Gross Estate for Federal Tax purposes might have been less than \$100 Million There was no basis for this position or their refusal to discuss these matters with us ⁷³

⁷²Just after AG Jones arranged and conducted the August 10 mediation AG McMaster signed a private binding agreement” to settle all differences among the parties whose signatures appear below ” The agreement was signed in addition to the AG by Louis Levenson T R Brown, Robert Rosen Daryl L Brown Deanna B Thomas Deanna for Venisha, Deanna for Yamma and Larry Brown The parties agreed among other things

5

- a) [to file] a joint motion seeking removal of Pope and Buchanan
- k) ‘ The parties agree to use their best effort to extinguish any other outstanding interest or claims by any potential heir devisee, or successor

7 The Agreement is a private binding agreement among the parties hereto

⁷³ In February 2009 the “settling parties , including the AG has disclosed nothing about the estimated \$12 - \$14 Million to be paid to counsel for the settling parties The Court, to date has not required disclosure We believe confidential reports have been filed with the Court that we have not been allowed to see We believe this secrecy is inappropriate under the circumstances [Counsel for the Deanna/Yamma Group and Hynie Brown are working on a contingency basis] On February 2 2009 we wrote one of the 5

150 From November 2007 to January 2009 threats to the Estate and Trust, had gone from the \$16+ Million claims of the Cannon Group, and claims of those working with them, to the \$50+ Million threat of the proposed settlement, including the devastating Terry Brown Right of First Refusal and probable loss of status of the "I Feel Good" Trust as a private foundation. The "settling parties" purportedly speaking for the Attorney General of South Carolina were openly referring to James Brown's Estate and private trusts as "the Attorney General's money" [See Transcripts throughout, including 3/4/09, pp 575]. AG Jones repeatedly asserted, and the Court was paying attention, that all AG McMaster had to do was enter the James Brown proceeding and that gave him a right to completely take over the James Brown Trusts and Estate and put both under his direct personal control. This included the assertion that we should be required to sign a document containing factual findings we knew to be false, pledging not to tell about internal matters of the Estate and Trust, and generally violating both our constitutional rights and those of the Estate/Trust beneficiaries.

151 As a last-minute effort to salvage at least some of the Estate Plan as Mr Brown had intended, we proposed an Offer of Compromise in a form which would have avoided much of the Estate Taxes [correct form] and, although a greater compromise

tax attorneys for the settling parties to get information about their new suggestion that the Estate/Trust was worth less than \$100 Million at death and to obtain additional tax information [Ltr Buchanan/Pope to Carter/Medlin 2/2/09]. When they refused to confer with us about these issues [Carter ltr 2/2/09], we wrote the AG on February 6, 2009. The AG did not help us get the necessary information. Likewise, the AG has acquiesced in keeping R. Bauknight's management fee a secret and the fees of the 10 attorneys he has now hired a secret. [We have asked Bauknight but not received an answer as to how Bauknight intends to allocate attorneys' fees and his commissions between his position as Trustee for certain Brown Family members under the Legacy Trust – which is adverse to the Estate/Trust – and for administration of the Estate/Trust. He had not answered. [These secret fees and commissions interfered with our obligation to keep the IRS informed of issues related to estate administration including matters related to the proposed settlement. We believe that secret fees and commissions are inappropriate under the circumstances.]

than we would have proposed, would have paid the settling parties in the settlement less than the AG was proposing to take away from Mr Brown's Estate and Trust The major provisions of our April 1, 2009 Offer of Compromise, which would have properly ended the Will/Trust contest, were

2 The Last Will and Testament of James Brown dated August 1, 2000 shall be formally admitted to probate, but subject to the modifications set out below

a The Personal and Household Effects (PHE) to which the 6 children are entitled under Item I of the Will shall consist of the current contents of Beech Island and the assets on loan to museums Deanna Thomas shall take possession of the Beech Island contents for safekeeping on behalf of the 6 children on or before May 1, and shall immediately deliver a receipt for same

b The first sentence of Item II of the Will is amended to so that after amendment it shall read

Subject to subparagraph (3), below, I give and devise the rest, residue and remainder of my property as follows

(1) Fourteen (14%) percent to be divided equally among Daryl, Terry, Larry, Venisha and James II Brown, Deanna Brown Thomas and Yamma Brown Lumar, all of whom are declared to be acknowledged children of James Brown

[An additional One (1%) percent to James II upon receipt of official DNA confirmation by May 1, 2009 Provided however, failure to elect this provision shall not be deemed to create any presumption or inference affecting his status as an acknowledged child for all purposes]

(2) The Remainder [either 85% or 86% percent] to the James Brown 2000 Irrevocable Trust created on August 1, 2000 prior to the execution of this Will

(3) All amounts otherwise payable to James Brown II shall be paid to a conservator or Trustee nominated by his mother and acceptable to the Court

3 GAL and attorneys' fees and costs for James II shall be charged to his share as a priority expense of administration, in a reasonable amount to be set by the Court upon presentation of Affidavits and/or other documentation

4 The permanent resignations of Messrs Cannon, Dallas and Bradley as set out in the August 10, 2007 Order in Case 122 shall remain in full force and effect

5 Robert L. Buchanan, Jr. and Adele J. Pope shall continue to serve as PRs and Trustees, and their actions to date are ratified and confirmed

6 Effective upon entry of this Order, Louis Levenson, if his clients consent in writing to such service, shall serve as Special Administrator, to cooperate and assist the PR/Trustees with marshaling and managing assets and litigation, including but not limited to, implementation of the CORBIS settlement, selecting a recipient of the Right of First Offer, due diligence regarding a potential asset sale, and related TIAA and Pullman matters

7 Except as set out herein, and subject to payment of the claims set out below, the Last Will and Testament of James Brown dated August 1, 2000 shall remain in full force and effect, including its tax apportionment provisions

8 The Court specifically finds that all challenges to the validity of the James Brown 2000 Irrevocable Trust and its subtrusts, the Brown Family Education Trust and the James Brown "I Feel Good" Trust are barred by applicable statutes of limitation and should be dismissed. All challenges thereto should be dismissed.

9 Upon receipt of the Estate Tax Closing letter, after disclosure to the IRS of the final Order approving this settlement, payment or provision for all debts, taxes and expenses of administration, final resolution of the Forlando Brown Federal Suit, including the counterclaim, and final resolution of the Cannon and Dallas/Bradley appeals, Robert L. Buchanan, Jr. and Adele J. Pope shall resign as Trustees (and PRs if appropriate) and appoint as Successors

a Deanna J. Brown Thomas (to fill a seat to be held by, or permanently reserved for, a member of the Brown family),

b A competent, independent South Carolinian appointed by the Attorney General of South Carolina, and

c A competent, independent South Carolinian appointed by a majority of the then-existing Advisory Board, which currently consists of Dr. Leonard McIntyre, Dr. Ann Carmichael, Ms. Inez Tenenbaum, Judge Walter Williams, and Coach Larry Campbell

10 430 Douglas Drive, Beech Island shall be sold, absolutely as is, to DEANNA BROWN THOMAS for \$925,307, or other(s) if not closed by May 1, 2009, as set out in the PR/Trustees' Memorandum dated March 27, 2009

11 In complete settlement of all claims and rights each may have in and to the Estate and Trust, and paid prior to the final residuary distributions set out above, the following shall be Offered, and paid if timely accepted as part of this Offer

a Seven (7%) percent of the residue to Tommie Rae Hynie in exchange for relinquishment of all claims she may have in, to and/or against the Estate, the Trust and any Brown Entities

b Ten Thousand (\$10,000 00) Dollars and recognition that she is child of James Brown as contemplated under current Federal Copyright Law, to each of Cinnamon N Parris, Jeanette Mitchell and LaRhonda Pettit, in full settlement of all claims and/or demands each shall have against Estate/Trust

12 The *In Terrorem* clauses of the 2000 Will and Trust shall not be enforced against persons who immediately ratify in writing the 2000 Will and 2000 Trust as modified by this Order

9 All assets other than Beech Island and Geronimo, LLC shall, for accounting purposes, be treated as Estate assets unless objected to by the Attorney General of South Carolina, or if a different ownership is clearly established

10 A 6-months' Right of First Offer with exclusive due diligence period for a potential sale of the bulk of the Estate/Trust Assets shall be granted as soon as reasonable, but within 30 days, with any one or more person(s) procuring a buyer who actually closes entitled to a finder's fee, up to a total of 2%, as agreed by the PR/Trustees or approved by Probate Court

11 All parties shall execute such additional documents as are reasonably requested to carry out the terms of this Order

152 While the Offer of Compromise would normally not have been discussed, the "settling parties" themselves referred to it in Court on the last day of the hearings when Harley Ruff⁷⁴ confirmed Adele's opinions regarding the disastrous tax consequences of the proposed "settlement" This attempt to salvage the Estate and Trust was rejected

153 By admitting the 2000 Will to probate, the Offer of Compromise also dealt

⁷⁴ Both Harley Ruff and Adele were acknowledged by Judge Early as experts in Estate Planning in the proceeding Both testified that the form of the proposed 'settlement', including the 'Legacy Trust' and the 'Right of First Refusal' would not only disqualify the Estate Tax Deduction (with loss of about \$40 Million in taxes and interest) for the "I Feel Good" Trust, but would also disqualify the Trust as a private foundation [Tr Hearings] This directly violated the terms purposes and provisions of the 2000 Trust its spendthrift clauses and its *In Terrorem* clauses

appropriately with the problem of the settling parties' having failed to join proper parties, including Salkehatchie, U S C Aiken and others

**XVII OUR ASSISTANCE WITH THE TRANSITION OF
MANAGEMENT OF THE ESTATE/TRUST PENDING APPEAL
(WITHOUT PREJUDICE)**

154 On August 12, 2008, one of the "settling" parties' counsel notified us to "stand down" and quit managing the Estate because a "settlement" had been reached [Ltr Rosen and email to Judge Early dtd 8/12/08, **Exhibit 14**] This was followed by a letter of the AG announcing a "settlement" reached on August 10 after a secret mediation to which we were not invited and of which we were not informed [Ltr Jones dtd 8/12/08, **Exhibit 15**]

155 The "stand down" directions and notice of the secret mediation came just 12 days after we had received a letter from AG McMaster about plans to proceed with the appointment of a 3rd Trustee, and were a complete surprise [Ltr McMaster dtd 7/30/08, **Exhibit 16**]

156 Counsel's suggestion that we stop administering the Estate/Trust demonstrated a total misunderstanding of the James Brown musical empire and the more than 20 pending cases in which we were involved as PR/Trustees and on behalf of JBE, Inc

157 We did not know the then-secret contents of the proposed August 10 mediation document ⁷⁵

⁷⁵ The August 10 2008 document asserts that it is irrevocable but it was changed repeatedly until submitted to the court on March 26 2009

158 We had an Estate Tax Return for an approximately \$100 Million Estate due – with no further extensions permissible – on September 25, 2008, and depositions scheduled in the Forlando Federal Suit in September, with a 2-day hearing scheduled for November 18

159 We needed to know what was proposed in the secret agreement in order to assess its impact on the Estate Tax Return

160 Prior to the AG's filing of McMaster v Dallas we asked the Court to require that the settlement terms be disclosed⁷⁶

161 The AG commenced McMaster v Dallas September 2008 without making us a party By then we had contacted the "settling" parties, urging them to become involved in the Estate Tax Return preparation, and asking that their accountant participate in our preparation of the return or prepare it for our review We also asked them to appoint someone to work with us on litigation and on Royalty/Publicity matters They refused

162 Alan Medlin, counsel for one of the "settling" parties, advised Adele that the "settling" parties had no accountant and that they wanted Sellars to prepare it Tax attorney Carter later refused to participate in the tax process

163 Russell Bauknight had been known to us since June 2008 when AG Jones filed an Emergency Petition to Appoint a Special Trustee, asserting we had no authority

⁷⁶ At the August 19 2008 hearing an in chambers meeting (attended by counsel for various parties including those adverse to the Estate/Trust) which evidently dealt with a rough outline of the August 10 settlement was held We strongly believed that public disclosure was appropriate We did not go in chambers We were also facing depositions in the Forlando Federal suit and knew that the Federal Court might compel our disclosure The Public disclosure was made at the November 25 hearing after the Federal Court depositions

to act [See Em Pet Dtd 6/26/08 and Ltr of Jones dtd 7/7/08, **Exhibit 17**] ⁷⁷

164 Between July, 2008 and May 26, 2009, we invited Bauknight to visit Beech Island [He did not return our calls] We invited him to attend (by phone or in person) the CORBIS/GreenLight Settlement conference in New York on January 19, 2009 [He declined] We requested his input, since he is an accountant, on tax issues proposed by the August 10 document [He did not respond]

165 Bauknight met with us once after he was appointed "independent" SA/ST He knew virtually nothing about the more than 20 pending cases

166 Despite this, he testified under oath that no transition was necessary if he was appointed Successor PR/Trustee ⁷⁸

167 We were appointed PR/Trustees on November 20, 2007 without any transition We did not want that to happen to anyone else and wanted a smooth transition of [temporary] management, without prejudice to our position that Bauknight improperly recommended the Settlement and has an irreconcilable conflict which renders him unable to serve as PR/Trustee while working for the "family" ⁷⁹

⁷⁷ Dallas at approximately the same time was also interfering in the Circuit Court and Ct Of Appeals trying to derail the Christie s sale on July 17 Powell Goldstein Deanna and Forlando also interfered

⁷⁸ At first (January 30 2009) Bauknight was speaking as an independent Special Administrator/Special Trustee for the sole purpose of evaluating the Settlement He was later revealed as the Trustee of the Legacy Trust and as the proposed Personal Representative and Trustee Despite his assertion even a temporary transition for management pending reconsideration and appeal demand time and effort After rejecting our offer to meet weekly for a reasonable time on July 10, 2009 Bauknight accepted it We will meet with him at our next meeting

⁷⁹ See Statement of Henry McMaster to WIS TV 2/12/08 'One of the issues according to McMaster is that the trustees [Buchanan and Pope] are currently representing both the poor kids trust and the families interests which 'goes far past the stop sign of conflict of interest

**XVIII DEALING WITH THE UNRESOLVED \$40 MILLION TAX PROBLEM
CAUSED BY THE AUGUST 10 DOCUMENT AND GREATER
PROBLEMS OF THE MARCH 26 AGREEMENT**

168 While our objection to the settlement is well documented, the “settling” parties refusal to disclose information and cooperate presented problems which began on August 12 and have continued until today

169 When we received our first notice of the settlement(August 12) PG attorneys were in Adele’s office gathering documents for the November injunction hearing in the Forlando Suit We had confidential depositions in the Forlando Suit in September and the Estate Tax Return due September 25 The “stand down” letter arrived on the 13th From counsel for Hynie Brown on August 13

170 Starting on August 13 the lawyers for Trust and Will Contestants began to make demands of us and speak as one, and for, the AG of South Carolina⁸⁰ This cause numerous administration and practical problems for the Estate and Trust, which continue today

171 We knew the secret “settlement”, if finally implemented, would take assets from James Brown We knew this would create about 50 cents on the dollar in Estate

⁸⁰ In an extraordinary number of letters during the 9 months between August 13, 2008 and May 26 2009 attorneys for Hynie Brown (Rosen), the Deanna/Yamma Group (Levenson) and others began to speak to us and the Court as purported attorneys for and representatives of the AG and the State of South Carolina They did so by asserting that they were speaking as attorneys for the settling parties which included the AG For 9 months – and now– these counsel who represented themselves to us and the Court to speak for the AG, were withholding information about the settlement he had purportedly reached on our behalf for the benefit of the Estate and James Brown 2000 Trust, [The settling parties delay (and possible loss) of the CORBIS/GreenLight settlement and contract is another example] This joint action of the Will and Trust Contestants who either are not beneficiaries or were subject to both the *In Terrorem* and Spendthrift clauses of the Trust and the State of South Carolina through its AG was unlike anything either of us had experienced It was just the behavior (falsely attributed to us) which Attorney General McMaster had denounced in his February 2008 WIS television appearance in support of Forlando

Taxes⁸¹, and, in addition, might affect the post-death income (2006 and future) taxes we had been working on with the IRS since December 2007

172 The record of our attempt to find out what the “secret” settlement was is clear. What is important is that the AG and Settling Parties knew we needed this information for September 25, 2008 and refused to cooperate in the preparation of Tax Returns. By the time we filed the Return on September 25, we had heard the outlines of the “settlement” and knew it would generate at least \$10 Million in Estate Taxes.⁸²

173 After refusing to work on the Estate Tax Return, another troublesome action of the “Settling” parties was to file an action for our removal and suggest, speaking on behalf of the AG, that we had over valued the assets of the Estate of James Brown on the Estate Tax Return by using some of the information provided by Cannon, Dallas and Bradley. The assertion was false.

⁸¹ Hynie Brown’s attorneys were asserting and later attempted to stipulate that Hynie Brown was the Wife of James Brown. We had worked with assistant AG Jowers on that issue even before the Lukich decision and were confident based on Hynie Brown’s settlement and promise never to claim to be James Brown’s common law spouse (See Brown’s Reply to counterclaim and Order, Aiken County Family Court and counsel letters). If she were the wife, which was not likely, Estate Taxes would be less.

⁸² When we were able to review the documents presented on January 1, 2009 and March 26, 2009, it appeared that the “settlement” as drafted disqualified the Estate Tax Deduction, creating a \$40 Million Estate Tax and interest liability and the Right of First Refusal to Terry Brown (and other impermissible family control) not only secured the loss of the Estate Tax Deduction but disqualified the “I Feel Good” Trust as a private foundation.

**XIX OUR DUTY TO DEFEND JAMES BROWN'S RIGHT TO
CONTROL SUCCESSION IN HIS ESTATE, GRANDCHILDREN'S
TRUST AND THE "I FEEL GOOD" TRUST"**

174 Our joint affidavit dated August 19, 2008, with all Exhibits, in Cases 872 and 122, which we incorporate by reference, outlines the Cannon/Dallas/Cox proposed sale of assets GT lawyer Jacobs confirms in an email that the sale was authorized on May 17, 2007 Cox was looking for investors by June 15 Cannon, Dallas and PG were involved in the attempts to transfer the 2000 Trust to Georgia as the \$900,000 00 misappropriation was about to be discovered Hammond was designated a successor Trustee, and Hammond, Dallas and Cannon were in contact with Sr Assistant AG Jones in S C and Assistant AG Grace Lewis in Georgia to falsely discredit us and keep alive the deal which would pay about \$10 Million to Cannon and Dallas

175 We believe that it is our duty to defend James Brown's Succession Plan for the fiduciaries of his Estate, the Grandchildren's Trust and the "I Feel Good ' Trust We do not believe, as has been asserted in Court, that the "I Feel Good" Trust is, or will be, "the Attorney General's money ' We do not believe, as has been asserted in Court, that the Attorney General has the right to take a private estate, a private trust and a private charitable foundation, change their terms and succession plan, and place them under his personal control

176 On November 26, 2007, less than a week after out appointment, Terry Cox wrote Marion Heflin, to say

I had a conversation with the Senior Assistant Attorney General of South Carolina He is preparing a petition to have them [Buchanan and

Pope] removed and told me that he would select a trustee for me to work with [Cox email to Heflin, 11/26/07, Exhibit 18]

He reported that he was meeting with Jones and Lewis the following week

177 Seven years before his death James Brown established a Succession Plan in his Will and the 2000 Trust. As this affidavit and the referenced documents and transcripts show, we believe James Brown had a right to determine his own succession plan, and that it is our duty to uphold it as part of the defense of his Estate Plan.

178 Because Cannon, Dallas and Bradley resigned without naming successors, we were appropriately appointed by the Court. As is outlined in the letters to the AG, our attempts to add a third PR/Trustee were always contravened by AG Jones.

179 During our service we have worked hard to establish a Succession Plan that will avoid some of the problems of the Dallas/Cannon era. While we have faithfully performed our duties as PRs and Trustees, we do not believe there is any basis for ignoring James Brown's succession plan for his Will and 2000 Trust and placing James Brown's assets under the direct personal control of Attorney General McMaster.

XX INCORPORATION BY REFERENCE

180 In support of our commissions, payments and reimbursements for us and our counsel we incorporate by reference all other affidavits we have filed in each above-referenced case, the Pullman Litigation, and the Corbis cases, together with the pleadings and Court Orders in those cases.

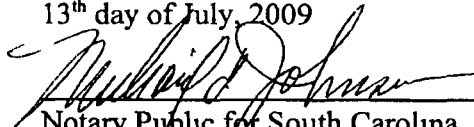
181 We also incorporate by reference our Time records which are made a part of this affidavit as additional explanations of many other acts we performed for the benefit of

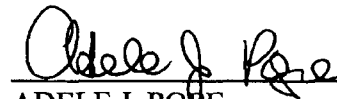
the Estate of James Brown and the James Brown 2000 Irrevocable Trust

FURTHER DEPONENTS SAYETH NOT

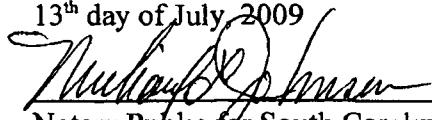

ROBERT L BUCHANAN, JR

SWORN TO before me this
13th day of July, 2009

 (L S)
Notary Public for South Carolina
My Commission expires 24 FEB 14


ADELE J POPE

SWORN TO before me this
13th day of July, 2009

 (L S)
Notary Public for South Carolina
My Commission expires 24 FEB 14

**Exhibits to
Joint Affidavit of AJP and RLB dtd July 13, 2009**

- Exhibit 1 Complaint in the Declaratory Judgment (part of Case 122)
- Exhibit 2 ~~January~~ 8, 2008 Order
- Exhibit 3 February 20, 2008 Order
- Exhibit 4 April 1, 2008 Order
- Exhibit 5 Commission Calculations
- Exhibit 6 Resume, Robert L Buchanan, Jr
- Exhibit 7 Resume, Adele J Pope
- Exhibit 8 Time Records, Adele J Pope
- Exhibit 9 Time Records, Robert L Buchanan, Jr
- Exhibit 10 Copy, Letter to Mr Jones from Mrs Pope, dtd 11/21/07
- Exhibit 11 Summary of Charges, James D Bailey, Esquire
- Exhibit 12 Summary of Charges, Tressa T H Hayes, Esquire
- Exhibit 13 Copies, correspondence between PR/Trustees Buchanan and Pope and Office of Attorney General
- Exhibit 14 Letter of Mr Rosen to Judge Early dtd 8/12/08
- Exhibit 15 Letter of Mr Jones dtd 8/12/08
- Exhibit 16 Letter of the Honorable Henry D McMaster dtd 7/30/08
- Exhibit 17 Emergency Petition dtd 6/26/08 and Letter of Mr Jones dtd 7/7/08
- Exhibit 18 Email of Terry Cox to Marion Heflin dtd 11/26/07

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

HENRY DARGAN McMASTER in his
capacity as Attorney General of the State
of South Carolina and others

Petitioner,

v

ALBERT H DALLAS and others

Respondents

IN RE

The Estate of James Brown and the James
Brown 2000 Irrevocable Trust

) IN THE COURT OF COMMON PLEAS
) SECOND JUDICIAL CIRCUIT

)

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Case No 08-CP-02-1647

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AFFIDAVIT OF ADELE J POPE

SUPPORTING ACCESS TO DOCUMENTS

AND COURT PROTECTION RELATED

TO DETERMINATION OF

COMMISSIONS AND ATTORNEYS' FEES

7-17-9

Adele J. Pope

Adele J. Pope

430

PERSONALLY APPEARED BEFORE ME, ADELE J POPE, who being duly sworn,

deposes and says

1 James D Bailey, Esquire and Tressa T H Hayes, who have represented Robert L Buchanan Jr and me in our capacities as Personal Representatives of the Estate of James Brown and as Trustees of the James Brown 2000 Irrevocable Trust (the 'Estate/Trust '), and will continue to represent us in connection with respect to our fiduciary duties related to the Estate/Trust, will not represent us in connection with our requests for our full PR/Trustees' commissions, fees and related expenses

2 For the reasons set forth herein, I am informed and believe that the Court should grant Robert Buchanan and me, and request the following relief

- a Release and/or unseal all filings related to attorneys' fees or costs related to the Estate/Trust, including but not limited to documents submitted to the Court, without a copy to us, of the fees and/or costs of Louis Levenson [Exhibit A], Robert Rosen, Russell Bauknight,
- b Require all attorneys and/or accountants and/or Russell Bauknight to the extent that any assert that their fees and/or commissions and/or expenses,

including attorneys' fees and costs, should be paid prior to and/or have equal priority of payment from the Estate and/or Trust and/or any Brown Entity with, our commission deposit (Order dtd 1/1/08), our full commissions, the fees of Hogan & Hartson (Order dtd 8/20/08) the fees of Massey, Thurmond (Order dtd 10/23/08), the fees and costs of James D Bailey prior to May 26, 2009, or the fees and costs of Tressa T H Hayes prior to May 26, 2009, to disclose to us and file with the Court, the following

- 1 A statement of all such fees and costs to date
- 2 A statement of the basis for the calculation of such fee,
- 3 An estimate of the expected amount to be incurred for future services to be rendered and the basis on which such projection is based
- 4 The hourly rate, if applicable, for such services

3 I am informed and believe that unsealing the documents and obtaining the above information is necessary for the following reasons

- a The commissions, fees and costs to be paid from the Estate/Trust are relevant to the appeal
- b The Court has not issued any Order or made any findings pursuant to SCRPC Rule 41.1 as to why the attorneys purporting since August 12, 2008 to be representing the Attorney General of the State of South Carolina, Hynie Brown and others as Settling Parties should be allowed to present their fees under seal, for consideration by the Court but not by us
- c The Court's receipt of documents from certain counsel which are not disclosed to other parties prejudices the parties who do not receive the communications [See Exhibit A]
- d No basis exists for sealing from the fiduciaries of and Estate/Trust and Interested Parties information requested or required by the IRS (See Exhibit B) and necessary to determine what other expenses of the Estate and/or Trust have the same priority as our commissions and certain other expenses under S C Probate Code §62-3-805 (Subject to relevant confidentiality Orders)
- e To the extent that anyone takes issue with our commissions which exceed the commission deposit already Ordered by this Court on January 8, 2008 [See

Exhibit C], one basis for our full commission is our combined moderate fiduciary commission and counsel fees. [The claimed fiduciary fees and counsel fees of others will serve as a basis of comparison]

- f The disclosure of the information requested will help reduce undue burden and harassment of Mr Buchanan and me by the multiple counsel for the Settling Parties

4 Mr Levenson provided the Court with certain fee information, but did not provide copies to us as shown in Exhibit A

5 I am a sole practitioner So is Mr Buchanan I am informed and believe that the Court should protect us from harassment and/or undue burden such as that suggested by Mr Rosen on behalf of the Attorney General Hynie Brown and other Settling Parties See Exhibits D, E and F, attached hereto

6 As I understand it, since August 12, 2008 the Attorney General, Ms Hynie Brown and other Settling Parties have been jointly represented by at least the following attorneys

- a Robert N Rosen, Esquire
- b S Alan Medlin, Esquire
- c T Heyward Carter, Esquire
- d David Michel, Esquire
- e Andrew Chandler, Esquire
- f Louis Levenson, Esquire
- g A Peter Shahid, Esquire
- h Thornton Morris, Esquire
- i C Havird Jones, Esquire
- j Mary Frances Jowers Esquire
- k J C Nicholson, Esquire

7 As I understand it, in addition the Attorney General and other Settling Parties may now also be represented by David B Bell, a Georgia attorney who has participated in this case without being admitted *pro hac vice* from its commencement to May 15, 2009 when he filed an application to be admitted *pro hac vice* [Exhibit G]

8 On December 7, 2007 the Attorney General of Georgia, then admitted *pro hac vice*

under the Attorney General of South Carolina, communicated with the Court as shown on Exhibit H

9 If my deposition is to be taken, I request that it be done after I have received all of the information about claimed and projected attorneys' fees and commissions of any prior PR/Trustee who claims he should still serve as PR/Trustee (Cannon, Dallas and/or Bradley), claimed PR/Trustees' commissions and attorneys' fees of Mr Bauknight, and any other attorneys' fees and/or costs which are to be charged against any funds of the Estate, 2000 Irrevocable Trust or Brown Entities

10 I am informed and believe that the analysis of the above-claimed commissions and attorneys' fees will show that the commissions claimed by Mr Buchanan and me are, for the extraordinary services we have performed extremely moderate in comparison to Estates of comparable size, challenge and complexity and the fiduciary service of persons of comparable ability and experience

12 I am informed and believe that Mr Buchanan, who has worked fewer hours but accepted equally with me all of the daunting responsibility of the tasks we have performed as PR/Trustees, is entitled to the commissions we request for him, as I am of those requested for me

13 I am informed and believe that the division of a full fee weighted partially on responsibility and partially on time is fair to both of us and fair and reasonable to the Estate /Trust for the services we have performed and the actions we have taken

14 I plan to continue to act in the best interest of the Estate/Trust unless and until I believe I have been relieved of my duty to the Estate Plan of James Brown

15 I request that the Court protect me and protect Mr Buchanan from undue hardship

and harassment as follows

- a Allowing us to serve all documents by email or fax only, and not by hard copy as requested by Mr Rosen
- b Providing us 10 days' notice before all hearings so that we may return to our other responsibilities without undue interference
- c Protecting me for 10 days after the birth of my grandchild, anticipated for September, 2009
- d Granting me protection for August 26 - September 6 when I will be in New York
- e Granting me 2 weeks' protection in January or February 2010 when I plan to be in Africa
- f Relieving Bob Buchanan and me of any duty to produce documents, since 145 boxes of documents have been transferred for temporary management to Russell L Bauknight, the majority of those documents, while in our possession, were available to the parties for almost 2 years, and requiring us to go through or produce documents in Mr Bauknight's possession would be unduly burdensome and costly
- g To the extent that the settling parties wish to question us about any document, that they be required to produce it to us 10 days prior to the properly-noticed deposition or hearing discussed below
- h That we be allowed to attend hearings for which there is no notice of any matter related to our commissions ourselves, without counsel, and not be subject to being called to testify without notice [This will enable us to not be burdened with the expense of counsel at hearings]
- i That the 10 or more attorneys for the Attorney General and other Settling Parties be required, after they have reviewed all documents in possession of Russell Bauknight which they desire to review, reviewed our affidavits and the entire public record to the extent they deem appropriate and provided us a copy of documents about which they have questions, depose us in a single deposition to be conducted on a single day with a single examiner
- j Granting us the right, if we elect, to take a single deposition of any party to this action or counsel to a party to this action claiming attorneys' fees, accounting fees, costs or commission having equal or higher priority than payment of our commissions after all information requested above has been provided

k In lieu of f and g , Scheduling a 1-day hearing to be held by this Court to examine us solely on the issue of the amount in excess of the previously Ordered commissions to which we may be entitled

16 Attached as Exhibit I is a bill of Ray Gonzales and recent correspondence This bill exemplifies how carefully we used attorneys in the period from November 20, 2007 to May 26, 2009

17 I did not attend the hearing on June 30 because it was my understanding that the only matter to be considered was the various Reconsideration, etc motions of the Court's Orders in this case, including the Order dated May 26, 2009

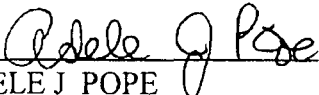
18 Based on the documents attached hereto as Exhibit D (Email of Rosen, dtd July 14, 2009), Exhibit E (Ltr Buchanan/ Pope to Attorney General McMaster dtd July 16, and Exhibit F (Ltr Rosen dtd July 15, 2009), I am informed and believe that Mr Rosen, as one of the many attorneys for Ms Hynie Brown, the Attorney General of South Carolina and other Settling Parties, is seeking to place an undue burden on us and harass us

19 These same counsel asserted no discovery was necessary prior to this Court's hearing and ruling on a settlement which removed about 65% (more than \$50 Million) from Mr Brown's Estate and Trust

20 Counsel for the Settling Parties (except Mr Jones and other Attorney General staff) supported our appointment and repeatedly praised our service until after November 3, 2008 Exhibit J is just a small example of the changed attitude of the Settling parties after it became clear that we could not in good conscience support their proposed settlement

21 I ask the Court to protect us from all discovery other than as set out above, which, on information and belief, would solely harass and unduly burden us

FURTHER DEPONENT SAYETH NOT


ADELE J POPE

SWORN TO before me this
17th day of July, 2009

(L S)
Notary Public for South Carolina
My Commission expires 7/13/16

EXHIBIT A

LEVENSON & ASSOCIATES
Attorneys At Law

125 Broad Street, SW
Atlanta, Georgia 30303
www.levensonlaw.com

Louis Levenson
Dylan Littlejohn
Lori Christman

Office (404) 659-5000
Fax (404) 659-1355

Writer's email louis@levensonlaw.com

April 9, 2009

Via E-mail dearlyj@sccourts.org, dearlylc@sccourts.org
And First Class U.S. Mail

Honorable Doyet A. Early III
Ms. Carra Henderson, Law Clerk
Aiken County Court of Common Pleas
Post Office Box 90
Bamberg, South Carolina 29003

Re: Henry Dargan McMaster et al. v. Russell L. Baucknight et al.
Court of Common Pleas of Aiken County
Case No. 08-CP-02-1647

Estate of James Brown, Deceased a/k/a James Joseph Brown
Court of Common Pleas of Aiken County
Estate No. 2007 CP-02-0122

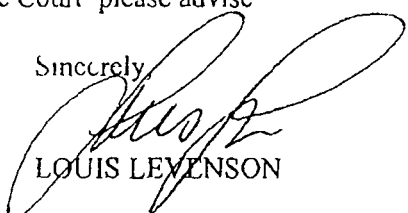
Daryl J. Brown, et al. vs. Adele Pope, et al.
Court of Common Pleas Second Judicial Circuit, Aiken County
Civil Action No. 2008 CP-02-0872
(Will/Trust/Heirs Contest)

Dear Judge Early:

Per Your Honor's instructions in Court at the hearing on Monday, April 6th, enclosed are copies of the executed fee agreements and conflict waivers from my clients. These agreements reflect a contingency fee to my firm plus reimbursements of expenses to be paid by the awards or amounts due to my clients. It is my understanding that these documents are for Your Honor's consideration only in connection with the motion to approve the settlement.

If there is anything further I need to provide to the Court, please advise.

Sincerely,


LOUIS LEVENSON

2577

LL/lvc
Enclosures

Cc: Clients

*All Interested Counsel (without enclosures)

Specially Appointed Special Administrator and Special Trustee

Russell Bauknight CPA/Via Email rbauknight@bpscpas.com

Fred L. Kingsmore, Esq. / Via Email FKingsmore@nexsenpruet.com

Counsel for PRs in State Court

Adelle Pope adele@popelawfirm.com

Robert Buchanan rbuchananjr@bellsouth.net

James D. Bailey jdbaileylaw@bellsouth.net

Tressa Hayes thayes@shupleighayes.com

Attorney General's Office of South Carolina

Sonny Jones AGSJONFS@ag.state.sc.us

JC Nicholson JCNicholson@ag.state.sc.us

Mary Francis Jowers mjowers@ag.state.sc.us

Counsel for Tommie Ray Hynie Brown

David L. Michel d_michel@yahoo.com

Robert Rosen rrosen@rosenlawfirm.com

Alan Medlin amedlin@sc.rr.com

Heyward Carter Carter@eckb.com

Andrew Chandler Chandler@eckb.com

Counsel for Guardian Ad Litem Stephen Slotchiver

A. Peter Shahid Jr. shahidjo@bellsouth.net

Counsel for Terry, Fernando and Romunzo Brown - Circuit Court

Matt Bodman Mattbodmanlaw@aol.com

David Bell davidbell@davidbelllawfirm.com

Counsel for Jeanette Mitchell

Robert A. Young robtyoungatty@yahoo.com

William J. Barr barrlaw@ftc-i.net

Counsel for LaRhonda Pettit and Cinnamon Parris

H. Wesley Kirkland Jr. [wes Kirkland@bellsouth.net](mailto:weskirkland@bellsouth.net)

James Mixon Griffin jmg@jmggriffinlaw.com

EXHIBIT B

Estate/Trust of James Brown
212 Newberry Street NW
Aiken, South Carolina 29801

Robert L. Buchanan Jr. Personal Representative

Adele J. Pope Personal Representative

BY FAX ONLY

April 10 2009

The Honorable Henry Dargan McMaster
Attorney General for the State of South Carolina
State of South Carolina
P O Box 11549
Columbia SC 29211-1549

Louis Levenson, Esquire
Levenson & Associates
125 Broad Street SW
Atlanta Georgia 30303

I Heyward Carter Jr Esquire
Andrew Chandler Esquire
Evans Carter, Kunes & Bennett, PA
115 Church Street
PO Box 369
Charleston South Carolina 29402-0369

David B. Bell, Esquire
Bell & Bell Associates
619 Greene Street
Post Office Box 1011
Augusta, Georgia 30903-1011

R. Wayne Byrd Esquire
Turner Padgett Graham & Laney PA
P O Box 2116
Myrtle Beach South Carolina 29587

Re: Estate Tax Audit Estate of James Brown

Dear Attorney General McMaster and Counsel:

I write to ask you to provide the information **2579** RS requests on the attached form

Letter to Attorney General McMaster and Counsel

April 10, 2009

Page 2

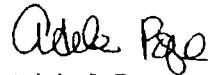
We have written and spoken with John Stewart to request a conference and advised him we would be in touch in mid April

We need from the former PR/Trustees the pre-death and first year information

We need for any 'settling parties the amount of attorneys' fees and expenses you project would be paid from the funds for which we have now claimed an Estate Tax Deduction [the entire residue] We also need to know if you would propose to claim any fees and costs as Estate Administration expenses -

Thank you in advance for your attention to this matter and prompt responses

Sincerely



Adele J Pope

for Robert L Buchanan, Jr and myself

Enclosure Ltr of John Stewart IRS - Estate Tax Attorney

cc Robert L Buchanan, Jr

(By Mail) The Honorable Sue H Roe (for Probate File # 2007-ES 02-0056)

EXHIBIT D

Adele J Pope

From Law Office of James Bailey [jdbaileylaw@bellsouth.net]
Sent Wednesday, July 15, 2009 9:47 AM
To adele@popelawfirm.com; ribuchananjr@bellsouth.net; thayer@shipleyhayes.com
Subject FW: Estate/Trust of James Brown Case Nos. 08 CP 021647, 07 CP 02-122, 08 CP 02 0872, 09 CP 02 1140, 09 CP02 1341 #4
Attachments JOINT AFFIDAVIT EXHIBIT 18.pdf; JOINT AFFIDAVIT EXHIBIT 13.pdf; JOINT AFFIDAVIT EXHIBIT 14.pdf; JOINT AFFIDAVIT EXHIBIT 15.pdf; JOINT AFFIDAVIT EXHIBIT 16.pdf; JOINT AFFIDAVIT EXHIBIT 17.pdf

Shirley H. Martin
 Legal Administrator
 Law Office of James D. Bailey, PC
 P.O. Box 1376
 Aiken, SC 29801

From Robert Rosen [mailto:rrosen@rosenlawfirm.com]
Sent Tuesday, July 14, 2009 6:00 PM
To James D. Bailey; Tress Hayes
Cc louis@levensonlaw.com; Sonny Jones; davidbell@davidbelllawfirm.com; mattbodmanlaw@aol.com; jcnicholson@ag.state.sc.us; Kingsmore, Fred L.; shahidlo@bellsouth.net; Marcia Jones; Danielle Polley; Byrd, R. Wayne; Brown, Stephen L.; Jan Warner; amedlin@sc.rr.com; Andrew Chandler; david@michellawoffice.com; Carter@eckb.com; Jean Lee
Subject FW: Estate/Trust of James Brown Case Nos. 08 CP 021647, 07 CP 02 122, 08 CP 02 0872, 09 CP 02 1140, 09 CP02 1341 #4

Counsel

Please ask your clients to refrain from communicating directly with the Court. I believe this to be an ex parte improper communication.

We are now entering into a new phase of this litigation. We wish to communicate with you so that we (The Settling Parties) will have directly from you the complete set of affidavits, exhibits and other evidence you intend to introduce on the issue of fees. We do not wish to communicate with your clients or receive emails or faxes from them. We wish this matter to be conducted in an orderly way and to receive all communication from you or other appropriate counsel.

Under separate cover I am sending you a letter setting out a plan for discovery on this very important issue. We all look forward to working with you on this issue.

Sincerely,
 Robert Rosen

From Adele J. Pope [mailto:adele@popelawfirm.com]
Sent Tuesday, July 14, 2009 2:44 PM
To Early, Doyet A.; Early, Doyet A.; Law Clerk (Carra Henderson)
Cc Louis Levenson; Robert Rosen; shahidlo@bellsouth.net; eckb.com; amedlin@sc.rr.com; d_michel@vahoo.com; tmorris@morrishlawpartners.com; j2581; idbelllawfirm.com; mattbodmanlaw@aol.com; WByrd@TurnerPadgett.com; Sonny Jones; Griffin, Jim; wes Kirkland@bellsouth.net; Jan Warner; barrilaw@fci.net; Frank Kingsmore; sbrown@ycrlaw.com; thayer@shipleyhayes.com; ribuchananjr@bellsouth.net; jdbaileylaw@bellsouth.net; jdbailey@bellsouth.net

Subject Estate/Trust of James Brown Case Nos 08 CP 021647 07 CP 02 122 08 CP 02 0872, 09 CP 02 1140
09 CP02 1341 #4

This message including attachments is from the Law Office of Adele J Pope PC. This message contains information that may be confidential and/or protected by the attorney-client or attorney work product privileges. If you are not the intended recipient, promptly delete this message and notify the sender of the delivery error by return e-mail or call us at 803 779 1870. You may not forward, print, copy, distribute, or use the information in this message if you are not the intended recipient.

IRS CIRCULAR 230 DISCLOSURE

To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended or written to be used and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein. Please do not hesitate to contact me, however, if you have any questions regarding this matter.

Checked by AVG www.avg.com

Version: 8.5.375 / Virus Database: 270.13.13/2237 Release Date: 07/14/09 05:56:00

EXHIBIT E

212 Newberry Street NW
Aiken, South Carolina 29801

July 16, 2009

The Honorable Henry D. McMaster
Attorney General for the State of South Carolina
State of South Carolina
P O Box 11549
Columbia, SC 29211 1549

Re McMaster and Others v Dallas and Others
Aiken County Case No 08 CP 02-1647

Dear Attorney General McMaster:

We are writing quickly in response to the email letter of your attorney Robert Rosen dated July 14, 2009 a copy of which is attached.

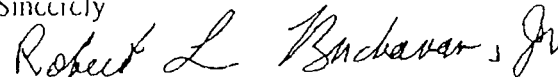
Mr. Rosen asserts that there was an ex parte communication from Adele to the Court on July 14, 2009. We want to make sure that your records related to the James Brown 2000 Irrevocable Trust confirm that Mr. Rosen's assertion is incorrect.

The email transmission from Adele's office was not ex parte or improper. It was simultaneously delivered to the judge and all parties or counsel and is self explanatory.

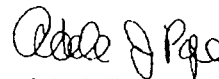
By copy of this letter we will advise you, beneficiaries under the Will of James Brown and the James Brown 2000 Irrevocable Trust, and others that James D. Bailey Esquire and Tressa T. H. Hayes Esquire will not be representing us in relation to our request for commissions in the suit you brought to remove us as Personal Representatives and Trustees which resulted in the May 26th Order.

If you or your counsel should have any questions regarding this issue prior our selection and the appearance of our counsel for these issues, kindly direct them to us.

Sincerely,



Robert L. Buchanan, Jr.



Adele J. Pope

Enclosure: Email of Robert Rosen Esquire dtd July 14, 2009
cc: Other Counsel for Attorney General McMaster
Devises of the Will of James Brown or counsel
Beneficiaries of the James Brown 2000 Irrevocable Trust or counsel
Tressa T. H. Hayes Esquire
James D. Bailey Esquire

2583

EXHIBIT F

ROBIN LAW FIRM, LLC

ATTORNEYS AT LAW

THE PROTEST BUILDING

P.O. Box 1840 (29402)

11 BROAD STREET SUITE 201

CHARLESTON, SOUTH CAROLINA 29401

TEL

PHONE (843) 577-1700

FAX (843) 577-1709

PO Box 1840
Charleston, SC 29402

July 15, 2009

Via Regular Mail & Email

James D. Bailey Esquire
P.O. Box 2376
Aiken, SC 29802

Re: *Estate of James Joseph Brown, Jr.*

Dear Jim:

I am writing to ascertain when you will provide us with final detailed affidavits from Adair Pope and Bob Buchanan and any other witnesses relative to their fees.

I received emails from Ms. Pope and Mr. Buchanan on July 14, 2009, but wonder if this is all you intend to present to the Court. We would all like to receive hard copies from you so that we can proceed in an orderly fashion.

All of the settling parties wish to conduct discovery on this important issue, and we would like preliminarily a list of all of your witnesses, a summary of their testimony, copies of all relevant records (i.e., all timesheets and billing records, all correspondence, memoranda, or other documents your clients billed the estate and/or trust for which we do not already have and any other documents you plan to introduce into evidence).

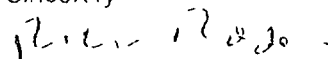
We plan to send formal interrogatories and request for production of documents and schedule depositions.

If we send our interrogatories and document requests in the next two weeks, can you respond in fifteen days?

Assuming these responses will be in our hands by the end of August, can we schedule your clients' depositions in September? We should probably block out several days, which we will need to coordinate with all counsel of record. I would appreciate your sending me a list of dates you and your clients are available.

Please advise.

Sincerely,



Robert N. Rosen

RNR:mj

xc All counsel of record via email
Mrs. Tommie Rae Brown

2584

EXHIBIT G

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS FOR THE
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	
	)	CASE NO 2008-CP 02 1647
HENRY DARGAN MCMASTER, in his	)	
Capacity as Attorney General of the	)	
State of South Carolina and others,	)	
Petitioners	)	NOTICE OF MOTION AND MOTION TO ADMIT
v	)	DAVID B. BELL <i>PRO HAC VICE</i>
	)	
ALBERT H. DALLAS, ALFRED A. BRADLEY	)	
And DAVID G. CANNON and others	)	
Respondents	)	
	)	
IN RE	)	
The Estate of James Brown and the	)	
James Brown 2000 Irrevocable Trust	)	
<i>u/a/d</i> August 1, 2000	)	

MOTION TO ADMIT DAVID B. BELL *PRO HAC VICE* IN CASE No. 2008 CP 02 1647

YOU WILL PLEASE TAKE NOTICE that at the hearing on May 27, 2009 in the Aiken County Court of Common Pleas or as soon thereafter as can be heard, Matt Bodman, South Carolina Bar No. 11143 on behalf of Terry Brown and Romunzo Brown, will move that David B. Bell, a licensed Georgia attorney, be admitted *pro hac vice* in the above captioned case pursuant to Rule 404 of the South Carolina Rules of Court.

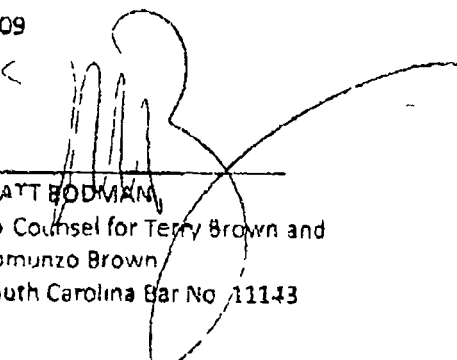
Undersigned counsel certifies that the attached written Application for Admission *Pro Hac Vice* has been submitted to the South Carolina Supreme Court and the Aiken County Clerk of Court along with the required filing fee with the South Carolina Supreme Court.

Mr. Bell has acted as lead counsel for Terry Brown and Romunzo Brown in the James Brown estate and trust litigation for about two years under the case numbers 2007 CP 0122 and 2008 CP 02 0872 and has previously been admitted *pro hac vice* by this Court in those cases. Undersigned counsel respectfully asks this Court to admit Mr. Bell under this case number as well.

I certify that pursuant to Rule 11 of the South Carolina Rules of Civil Procedure that prior to filing

this Motion dated May 15, 2009. I communicated orally or in writing with opposing counsel and have attempted in good faith, to resolve the matter contained herein, or that consultation would serve no useful purpose.

Respectfully submitted on this 15th day of May 2009



MATT BODMAN
Co Counsel for Terry Brown and
Romunzo Brown
South Carolina Bar No. 11143

MATT BODMAN P.A.
1500 Calhoun Street
Columbia, SC 29201
(803) 806 8605
Fax (803) 758 6087
mattbodmanlaw@aol.com

17821

101

**VERIFIED APPLICATION FOR ADMISSION PRO HIC VICE
IN THE STATE OF SOUTH CAROLINA**

Henry Dargan McMaster and Others 08-CP-02-1547 Aiken County Common Pleas
 Plaintiff Case No Court

vs

Mailing Address of Court Hon. Liz Godard
P.O. Box 583
Aiken, SC 29802

Albert H. Dallas and Others
 Defendant

Comes now David B. Bell, applicant herein and respectfully represents the following

RECEIVED

MAR 23 2009

1 Applicant resides at
777 Somerset Way
 Street Address

Augusta Richmond Georgia 30907
 City County State Zip Code
(706) 738-0833
 Telephone

S.C. SUPREME COURT

2 Applicant is an attorney and a member of the law firm of (or practices law under the name of)
Law Offices David B. Bell with offices at at
619 Greene Street
 Street Address

Augusta Richmond Georgia 30907
 City County State Zip Code
(706) 724-1882 (706) 722-2507
 Telephone Fax Number

3 Applicant has been retained personally or as a member of the above named law firm by Terry Brown,
Brown Brown & Forland Brown to provide legal representation in connection with the above case now
 pending before the above named court of the State of South Carolina

4 Since June 16 of 1977 applicant has been and presently is a
 member in good standing of the bar of the highest court of ~~the State of South Carolina~~ the State of Georgia
 where applicant regularly practices law. Attached is a certificate of good standing.

5 Applicant has been admitted to practice before the following courts (List all of the following courts
 applicant has been admitted to practice before: United States District Courts, United States Circuit Courts of Appeals, the
 Supreme Court of the United States, and courts of other states or the District of Columbia.)

Court	Date Admitted
<u>U.S. Supreme Court</u>	<u>Aug. 7, 1987</u>
<u>Georgia Supreme Court</u>	<u>Sept. 29, 1977</u>
<u>Georgia Court of Appeals</u>	<u>Sept. 29, 1977</u>
<u>11th Circuit</u>	<u>Oct. 1, 1981</u>
<u>U.S. District Court (Southern, Middle & Northern Dist. of GA)</u>	<u>Aug. 30, 1978, June 2, 1987, July 27, 1987</u>

RECEIVED

MAR 23 2009

2587

S.C. SUPREME COURT

Applicant is presently a member in good standing of the bars of those courts listed above except as stated below. List any court named in the preceding paragraph that applicant is no longer admitted to practice before.

5 Applicant presently is not subject to any suspension or disbarment proceedings and has not been formally notified of any complaints pending before disciplinary agency except as provided below (give particulars e.g. jurisdiction, court, date).

7 Applicant never has had any application for admission *pro hac vice* in this or any other jurisdiction denied or any *pro hac vice* admission revoked except as provided below (give particulars e.g. date, court, docket number, judge, circumstances, attach a copy of any order of denial or revocation).

8 Applicant never has had any certificate or privilege to appear and practice before any administrative body suspended or revoked except as provided below (give particulars e.g. date, administrative body, date of suspension and reinstatement).

9 Local counsel of record associated with applicant in this case is Matthew Axman of the _____ law firm, which has offices at _____

1500 Calhoun Street
Street Address

Columbia
City

Richland
County

South Carolina
State

29201
Zip Code

(803) 806-8605
Telephone

If applicable list all other firms/attorneys you are associated with in this matter.

N/A

10 Applicant has previously filed an application to appear *pro hac vice* in the following South Carolina cases (give case name and status of litigation, date of application, local counsel of record in each case, and state whether application is pending or was granted):

See Attachment "A"

11 Applicant agrees to comply with the applicable statutes, laws and rules of the State of South Carolina and will harmonize him/herself with and comply with the South Carolina Rules of Professional Conduct. Applicant consents to the jurisdiction of the South Carolina courts and Commission on Lawyer Conduct.

12 Applicant respectfully requests to be admitted to practice in the above named court for this case only.

DATED this 17th day of March, 2009

APPLICANT

2588

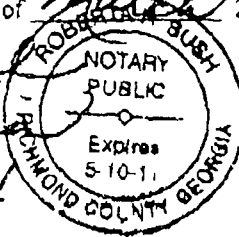
VERIFICATION

STATE OF GEORGIACOUNTY OF RICHMOND

I David B. Bell do hereby swear or affirm under penalty of perjury that I am the applicant in the above styled matter, that I have read the foregoing application and know the contents thereof and that the contents are true of my own knowledge except as to those matters stated on information and belief and in as to those matters I believe them to be true

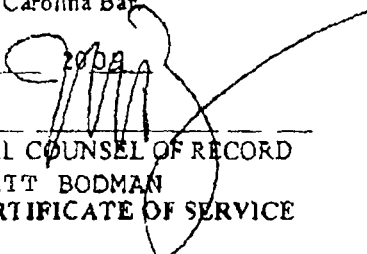

 APPLICANT/AFFIANT

 Subscribed and sworn to before me this 14th day of March 2009
Robert A. Bush
 Notary Public for the State of Georgia

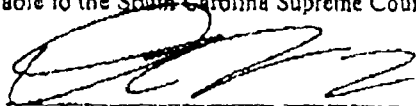
 My Commission Expires 05-10-11


LOCAL COUNSEL CONSENT

I hereby consent as local counsel of record to the association of applicant in this cause pursuant to Rules Governing Admission Pro Hac Vice to the South Carolina Bar.

 DATED this 23rd day of March 2009

 LOCAL COUNSEL OF RECORD
 MATT BODMAN
 CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of this application upon the South Carolina Supreme Court by mail addressed to South Carolina Supreme Court Office of Bar Admissions PO Box 130 Columbia SC 29211 accompanied by payment of the \$250 filing fee payable to the South Carolina Supreme Court on this 13th day of March 2009


 APPLICANT/AFFIANT
 DAVID B. BELL

STATE BAR OF GEORGIA



Lawyers Serving the Public and the Justice System

Mr. David B. Bell
Bell & Bell
P O Box 1011
Augusta, GA 30903 1011

CURRENT STATUS Active Member Good Standing
DATE OF ADMISSION 06/16/1977
BAR NUMBER 047750
TODAY'S DATE February 24 2009

Listed below are the public disciplinary actions, if any, which have been taken against this member:

State Disciplinary Board Docket #	Supreme Court Docket #	Disposition
N/A	N/A	N/A

The prerequisites for practicing law in the State of Georgia are as follows:

- Must be certified by the Office of Bar Admissions either by Exam or on Motion (Reciprocity)
Sworn in to the Superior Court in Georgia, which is the highest court needed for individuals to practice law in the State of Georgia
- Enrolled with the State Bar of Georgia, which is an arm of the Supreme Court of Georgia

Attorneys licensed in Georgia and whose membership is current are eligible to practice law in Superior Court. Attorneys may, upon application, apply for admission to the Supreme, District and State Court of Appeals.

Under the privacy/confidentiality provision of the Bar Rule 4-221(d), any complaint against a member resolved prior to the filing and docketing of a disciplinary case in the Supreme Court is not a matter of public record and may not be revealed without a waiver from the member. It is the policy of the State Bar of Georgia to answer any inquiry about a member by disclosing only those complaints that have been docketed in the Supreme Court. With respect to matters that are currently pending as active undocketed cases, when an inquiry is received, the State Bar of Georgia shall not disclose the existence of those complaints. Such non-disclosure should not be construed to confirm the existence of confidential complaints since the vast majority of members in good standing are not the subjects of such confidential complaints.

This member is currently in 'good standing' as termed and defined by State Bar Rule 1-204. The member is current in license fees and is not suspended or disbarred as of the date of this letter.



STATE BAR OF GEORGIA

Brandi J. Doster

Official Representative of the State Bar of Georgia

HEADQUARTERS

104 Marietta Street, Suite 100
Atlanta, Georgia 30303
(404) 527-8700 • (800) 734-6835
FAX (404) 527-8717
www.gabar.org

SOUTH GEORGIA

244 E. Second Street, Zip 31794
PO Box 1390
Tifton, Georgia 31793-1390
2291-787-0446 • 800-330-0446
FAX 2291-787-1390

2590



The Supreme Court of South Carolina

DANIEL E SHEAROUSE
CLERK OF COURT

BRENDAN S. KALY
CHIEF DEPUTY CLERK

PRISTINE FILM CO
COLUMBIA SOUTH CAROLINA 29
TEL: 803-739-1101
X (803) 739-1101

March 24 2009

Aiken County Clerk of Court
P O Box 583
Aiken, SC 29802

RE Henry Dargan McMaster and others v Albert
Dallas and others
Civil Action No. 2008-CP 07-1647

Dear Clerk of Court:

I certify that the Office of Bar Admissions has received a verified application requesting David B. Bell be admitted *pro hac vice* in the above case. The \$250 filing fee for the applicant has been paid.

Yours truly,

David B. Wells

Deputy Clerk for Bar Admissions

GBW/sp

EXHIBIT H



THURBERT E. BAKER
ATTORNEY GENERAL

Department of Law
State of Georgia

40 CAPITOL SQUARE SW
ATLANTA, GA 30334-1300

Writer's Direct Dial
(404) 651-9457
Fax (404) 657-3239

CORRECTED ORIGINAL LETTER OF DECEMBER 7, 2007

VIA FEDERAL EXPRESS AND U.S. MAIL

December 7, 2007

Honorable Hoyet A. Early III
2nd Judicial Circuit
2959 Main Highway
Bamburg County Courthouse
Room 201
Bamburg, South Carolina 29003

Re: *The Estate of James Brown aka James Joseph Brown*
C/A No. 07-CP 02 122
Request for Emergency Hearing on Georgia Attorney General's Motions
to Set Aside Orders dated November 20, 2007, Authorizing Commingling
of Funds and Appointing Successor Trustees and Successor Personal
Representatives

Dear Judge Early,

On the conference call today, this Court indicated that it would not allow the Attorney General's pending motions to be heard at the December 21st scheduled hearing in this matter. I am writing to ask this Court to reconsider its decision.

We respectfully request that the referenced motions be given priority and heard on an emergency basis. The motions place in issue the power of this Court to appoint successor representatives of the Estate and successor trustees of the I Feel Good Trust. The power of this Court to appoint successors contrary to Mr. Brown's testamentary plan and without due process to the Attorneys General of South Carolina is at issue. We respectfully

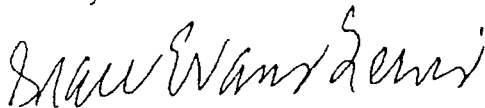
Hon Hoyet A. Early III
December 7, 2007
Page 2

submit that this Court should inquire into its power to take such action and to exercise jurisdiction without delay

Moreover, the charitable beneficiaries are continuing to suffer irreparable harm from the challenged Orders. Today, the Court agreed to hear a request by Ms. Pope and Mr. Buchanan for a \$317,000.00 attorney's fee award at the December 21st hearing, even though no motion has been filed. Under this Court's commingling Order, trust funds would be used to pay this amount since the estate funds are insufficient. Further, the 'I Feel Good Trust' continues to be represented by trustees whose interests are in conflict with the interests of the charitable beneficiaries. The charitable beneficiaries' objections, by and through the Attorneys General of Georgia and South Carolina, still have not been heard.

Thank you for your consideration of this matter.

Sincerely,



GRACE EVANS LEWIS
Senior Assistant Attorney General

GEL:wt
Enclosure

cc Robert Rosen Esq
Louis Levenson Esq
Robert L. Buchanan, Jr. Esq
Adelle J. Pope Esq
David Bell Esq
Ronnie A. Maxwell Esq
Eric S. Bland Esq
Ronnie Richter Esq
A. Peter Shahid, Jr. Esq
C. Harvid Jones, Jr. Esq
Stanley Jackson

ZUMWALT, ALMON & HAYES PLLC

1014 16th Avenue South Nashville Tennessee 37212

Music Row

Established 1983

EXHIBIT I

Ray Gonzalez

Direct (615) 850 2280

E Mail rgonzalez@zahlaw.com

Also admitted in CA

July 14, 2009

Via Fax (803) 779-1673

Adele J. Pope, Esq.

Law Office of Adele J. Pope P.C.

1218 Taylor Street

PO Drawer 7125

Columbia SC 29202-7125

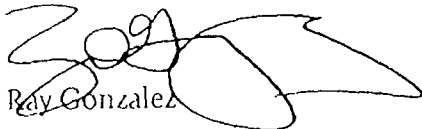
RE James Brown

Dear Adele

Attached please find a copy of a statement and invoice totaling \$6,493.75, relating to legal services rendered by this law firm in 2008 during your tenure (with Robert I. Buchanan, Jr.) as Personal Representatives of the James Brown Estate and Trust. Please note that the majority of the fees incurred (\$5,005.00) reflected services rendered in connection with the License Agreement dated as of March 27, 2008 with Double D Entertainment, The Dick Clark Company, and Jeff Margolis Productions relating to a possible television special based on the music of James Brown (the License Agreement). The License Agreement provided for a fee to be paid to our firm upon funding of the TV special, but as you are aware, to date that special has not been funded.

Please feel free to contact me with any questions you may have concerning the attached documents.

Sincerely,


Ray Gonzalez

2594

Zumwalt, Almon & Hayes, PLLC

1014 16th Avenue South

Nashville, TN 37212

Invoice

Date	Invoice #
7/14/2009	5668

Bill To

Adele Jeffords Pope
Law Office of Adele J. Pope P.C.
1218 Taylor Street 29201
Columbia, SC 29202 7125

Description

Amount

TRIBUTE SPECIAL AGREEMENT

01/07 Telephone conversation w/ Adele Pope re James Brown estate intellectual property issues general background and master tape storage/rehabilitation
01/09 Telephone conversation w/ Adele Pope re storage of James Brown master tapes
02/13 Review/analysis of deal proposal re James Brown 75th Birthday TV special
02/14 Telephone conversation w/ Adele Pope and Bob Buchanan re proposed James Brown 75th birthday special
02/14 Prepared e-mail response to deal proposal for James Brown 75th Birthday special transmitted response to Jeff Springer
02/14 Telephone conversation w/ Jeff Springer informing him of representation of estate/trust re James Brown 75th Birthday TV special
02/19 Telephone conversation w/ Jeff Springer re response to counterproposal for James Brown 75th Birthday Tribute Special
02/19 Telephone conversation w/ Adele Pope re conversation w/ Jeff Springer and open deal points re James Brown 75th birthday tribute special
02/20 Telephone conversation w/ Adele Pope re James Brown 75th Birthday TV Special
02/21 Telephone conversation w/ Jeff Springer responding to payment proposal for James Brown 75th birthday TV special
02/26 Telephone conversation w/ Jeff Springer re James Brown television special agreement
02/26 E-mail correspondence with Adele Pope transmitting draft agreement between production entities and Estate/Trust of James Brown re TV special
02/26 Review/analysis of draft agreement re James Brown 75th birthday television special
02/27 Telephone conversation w/ Adele Pope and Bob Buchanan re TV special license agreement review of Adele Pope mark up of draft agreement
02/28 Telephone conversation w/ Jeff Springer re status of comments to draft agreement for James Brown TV special e-mail to Adele Pope and Bob Buchanan summarizing call
02/29 Prepared mark up of initial draft of agreement re James Brown TV special transmitted markup to Jeff Springer for review/comment

2595

Total

Zumwalt, Almon & Hayes, PLLC
1014 16th Avenue South
Nashville, TN 37212

Invoice

Date	Invoice #
7/14/2009	5668

Bill To
Adele Jeffords Pope Law Office of Adele J. Pope P.C. 1218 Taylor Street, 29201 Columbia SC 29202 7125

Description	Amount
03/03 Telephone conversation w/ Jeff Springer re comments to James Brown TV tribute agreement and revised draft	
03/03 Review/analysis of revised draft agreement re James Brown 75th birthday special e-mail correspondence to Adele Pope and Bob Buchanan summarizing open points	
03/04 Telephone conversation w/ Bob Buchanan re open issues of payment timing and representations and warranties re 75th birthday TV special	
03/04 Telephone conversation w/ Jeff Springer re proposed agreement re James Brown birthday TV special	
03/07 Telephone conversation w/ Adele Pope and Bob Buchanan re TV special agreement	
03/12 Telephone conversation w/ Adele Pope re James Brown television special	
03/12 Telephone conversations w/ Adele Pope re James Brown TV special and AG approval	
03/13 Telephone conference w/ Jeff Springer re James Brown tribute TV special attorney general approval and court order transmitted docs to Springer via e-mail	
03/18 Telephone conversation w/ Jeff Springer re review of court order and Attorney General approval of TV special opportunity e-mail summary of call transmitted to Adele Pope and Bob Buchanan	
03/20 Telephone conversation w/ Adele Pope re TV special open issues	
03/21 Review/analysis of redraft to agreement re James Brown TV special	
03/24 Telephone conversation w/ Adele Pope re comments to draft agreement re James Brown TV special	
03/25 Telephone conversation w/ Jeff Springer re comments to agreement re James Brown TV special	
03/26 Telephone conversation w/ Jeff Springer re termination of license agreement for failure to pay estate/trust for TV special	
03/26 Review/analysis of revised agreement re James Brown TV special forwarded agreement via e-mail to Adele Pope and Bob Buchanan for review and comment.	
03/27 Revised James Brown TV special agreement to include date and transmitted revised document via e-mail to Adele Pope and Bob Buchanan for signature	
04/14 Telephone conversation w/ Adele Pope re proposed commercial license agreement and possible conflict w/ TV special deal discussion re W 9 for Estate/Trust.	
04/14 E-mail correspondence w/ Jeff Springer re W 9 for Estate/Trust and status of payment	
04/18 Telephone conversation w/ Adele Pope re status of TV special and other developments re James Brown estate/trust	
04/21 Telephone conversation w/ Jeff Springer re status of signed agreements re James Brown TV special	
04/21 Telephone conversation w/ Adele Pope re James Brown TV special and status of signed agreements	
04/28 Telephone conversation w/ Adele Pope re approval of fully executed agreement re James Brown TV special sent confirming e-mail to Jeff Springer	
TOTAL ATTORNEYS FEES--RAY GONZALEZ	5,005.00
2596	Total

Zumwalt, Almon & Hayes, PLLC
1014 16th Avenue South
Nashville, TN 37212

Invoice

Date	Invoice #
7/14/2009	5668

Bill To
Adele Jeffords Pope Law Office of Adele J. Pope P.C. 1218 Taylor Street 29201 Columbia, SC 29202 7125

Description	Amount
OTHER MATTERS 05/20 Conference call w/ Adele Pope, Bob Buchanan and Jim Zumwalt re various matters for James Brown Estate/Trust, including film option play/musical and PPV special 06/05 Drafted tolling agreements re Universal Music and Warner/Chappell royalty audits re James Brown estate 08/11 Review/analysis of DVD license opportunity (AVO Session) e-mail correspondence w/ client summarizing analysis 08/26 E-mail correspondence w/ Kadijah Shanf Drinkard at BEI re 1991 James Brown PPV special TOTAL ATTORNEYS FEES-RAY GONZALEZ	866.25
05/06 Phone conference w/ Adele Pope, Bob Buchanan and Ray 4-4 30PM 05/20 Telephone conference w/ Adele Pope, Bob Buchanan and Ray Gonzalez re various topics TOTAL ATTORNEYS FEES-JIM ZUMWALT	622.50
2597	Total \$6,493.75

1014 16th Avenue South
Nashville, TN 37212

Date
7/14/2009

Adele Jeffords Pope
Law Office of Adele J Pope P C
1218 Taylor Street 20201
Columbia SC 29202 7125

Date	Transaction	Amount Due	Amount Enc
		\$6 512 99	
06/13/2008 07/14/2009	Balance forward INV #5668	6 493 75	19 24 6 512 99
			Amount Due
			\$6 512 99

2598

EXHIBIT J

Adele J Pope

From Alan Medlin [amedlin@sc rr com]
Sent Friday, October 10, 2008, 11:44 AM
To adele@popelawfirm.com
Subject Family settlement form

Adele: I believed you mentioned in our conversation of 8/19/08 that you would provide your form for family settlement agreements. I meant to take you up earlier on that but forgot to. If you have an electronic version handy, I'd like to see it if you don't mind. It's always nice to see how an expert handles these things.

Thanks and take care

2599

10/10/2008



HENRY McMASTER
ATTORNEY GENERAL

December 10, 2008

Lia email only

The Honorable Doyet A. Early III

P.O. Box 90

Bimberg, South Carolina 29003

dearly@sccourts.org

- Re (1) McMaster et al v Dallis et al
C/A No. 2008-CP 02 1647
(2) Daryl Brown et al v Adele Pope et al
C/A No. 2008 CP 02 0872
(3) C/A No. 2007 CP 02 122

Dear Judge Early

This letter is written on behalf of the Attorney General Robert Rosen et al and Louis Levenson to address some objections raised to the Proposed Order from the November 25, 2008 hearing in Aiken. Enclosed please find our Proposed Order appointing Mr. Bauknight as Special Administrator and Special Trustee.

We object to Mr. Bailey's suggestion in his letter of December 1, 2008 that you delay signing the Proposed Order regarding the appointment of a special administrator and a special trustee until after hearing Cannon's recusal motion, which we agree is frivolous and completely without merit. There is no possible benefit to deferring the signing of your special appointment order until after a recusal hearing is held. To the contrary, continued delay in moving forward, particularly on consideration of the settlement, will only continue to harm the estate administration. It is unclear if Mr. Bailey is implying that any order signed by you before you might recuse yourself would somehow be invalid. If that is so, then, using his presumed logic, wouldn't your previous appointment of his clients, as well as any other order you have previously issued, be similarly problematic?

As we have previously stated on the record, we do not believe that you should recuse yourself. Nor do we believe that you should delay signing the Order appointing Mr. Bauknight as special administrator and special trustee. We also recall that it was your ruling at the November 25, 2008 hearing not to hear any recusal arguments.

2600

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Both Mr. Warner and Mr. Byrd have sent written objections to the Proposed Order that object to that portion of the Order that restrains their clients as trustees based on a lack of subject matter jurisdiction and a perceived lack of notice. We disagree with the positions of Mr. Warner and Mr. Byrd as set forth in their letters of December 8th and 9th. The Circuit Court certainly has jurisdiction and the matter is properly before the Circuit Court.

We do agree that the Court should deal as soon as possible with Mr. Cannon's frivolous recusal motion but that should not delay signing the Order appointing a Special Administrator and Special Trustee.

We have also now received Mr. Bailey's Supplemental Return and accompanying letter dated December 9, 2008. We consider the Supplemental Return to be at least as frivolous as Mr. Cannon's recusal motion. We understand that the Court has already ruled on the appointment issue; consequently, we do not intend to waste the Court's time responding scrutinizing the allegations in the Supplemental Return unless directed to do so by the Court if it intends to revisit the issue already ruled on from the bench.

Generally, however, we remind Mr. Bailey that despite all the posturing in the Supplemental Return, the simple fact is that we had the right to commence a removal action against his clients and by statute (S.C. Code section 62-3-611) his clients are immediately restrained thereby from acting as Personal Representatives. Because his clients themselves admit that they cannot determine which assets belong to the Estate or to the Trust, appointment of a Special Administrator and a Special Trustee is essential to ensure that the proper fiduciary oversees the process of our submission of our settlement agreement for the Court's approval.

We did not ask the Court to give Mr. Bauknight the authority to approve the settlement. Rather, we simply asked the Court to appoint him to facilitate the process by conducting a duly diligent investigation of the proposal and making recommendations to the Court. The ultimate decision belongs to the Court, not to any fiduciary. We understand that is what the Court did on November 25, 2008. Mr. Bailey continues to sabotage the process of allowing the Court to determine whether to approve the settlement agreement. The longer the delay in properly appointing a fiduciary to facilitate the process, the longer it will take for the Court to get the issue before it for a decision. The Estate has floundered for two years, with much of the time being spent dealing with fiduciaries fighting over their authority. Meanwhile, the beneficiaries of the Estate, including the charitable beneficiaries properly and solely represented by the Attorney General, continue to be ignored. All of the fiduciaries should remember that fiduciaries serve beneficiaries, not the other way around.

Mr. Bailey's Supplemental Return includes many frivolous allegations for

The Honorable Doyet A. Early III

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example the fiduciaries' constitutional rights are being violated, that this Court does not have jurisdiction to appoint a Special Trustee (yet had jurisdiction to appoint Mr. Bailey's clients) that institutions, as opposed to poor children, named in a trust that Mr. Bailey's clients have never recognized as valid and have themselves failed to ever include as parties are charitable beneficiaries (which implicitly the Attorney General is also incapable of representing) that the Estate is worth a value that has never been substantiated by Mr. Bailey's clients and is inconsistent with the value they asserted on the federal estate tax return, similarly chosen out of thin air without substantiation and that the proposed settlement will cost tens of millions in unnecessary taxes again without any substantiation.

As noted above, we do not intend to respond specifically to those allegations unless the Court decides to revisit the issue of appointment. Nevertheless, we do feel it necessary to protect the name of Mr. Bauknight, who is inaccurately portrayed in the Supplemental Return as someone who has no experience. Unlike Ms. Pope and Mr. Buchanan, who had no prior experience as professional trustees, Mr. Bauknight is a professional trustee who administers substantial trusts, much of which are charitable whose values exceed even the trifling value Mr. Bailey's clients assert as the value of Mr. Brown's Estate. True, Mr. Bauknight is not an attorney as Mr. Bailey's Supplemental Return observes, but we assert that this Estate needs a real fiduciary, not another attorney who has no experience as a fiduciary.

Please advise as to any additional assistance that we may provide. Thank you for your attention.

Very truly yours,

C. Havard Jones Jr. by /s/ [Signature]
C. Havard Jones Jr.
Senior Assistant Attorney General

CHJ jr/shb

cc James D. Bailey, Esquire jdbai@law.a.bellsouth.net
Louis Levenson, Esquire louis@levensonlaw.com
David M. Yount, Esquire david@levensonlaw.com
Robert N. Rosen, Esquire rrosen@rosen-lawfirm.com
A. Peter Shahid, Jr., Esquire shahidlo@bellsouth.net
David L. Michel, Esquire dmichel@yahoo.com
I. Heyward Carter, Jr., Esquire Carter@eckh.com
S. Alan Medlin, Esquire smedlin@scn.com

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R. Wayne Byrd Esquire WByrd@turnerjoyet.com

David B. Bell, Esquire davidbell@dividbelllawfirm.com

James Mixon Griffith Esquire jmg@jmggriffithlaw.com

H. Wesley Kirkland, Esquire [wes Kirkland@bellsouth.net](mailto:weskirkland@bellsouth.net)

Thornton Morris Esquire tmorris@morrislawpartners.com

Jan L. Warner Esquire jlw@janwarner.com

Adele J. Pope Esquire adele@popelawfirm.com

Robert L. Buchanan Jr. Esquire rlbuchanmjr@bellsouth.net

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	) SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)
	)
	) Case No 08-CP-02-1647
HENRY DARGAN McMASTER, in his	)
capacity as Attorney General of the State	)
South Carolina and others	)
Petitioner,	) AFFIDAVIT ADELE J POPE
	) SUPPORTING RULING ON FULL
	) COMMISSION ON RECORD OR HOLDING
v	) ALL EXCEPT CURRENT JUDGMENT
	) IN ABEYANCE PENDING APPEAL
ALBERT H DALLAS and others	)
	)
Respondents	)
	)
IN RE	)
	)
	)
The Estate of James Brown and the James	)
Brown 2000 Irrevocable Trust	)
	)
	)

PERSONALLY APPEARED BEFORE ME ADELE J POPE, who being duly sworn,
deposes and says

1 This affidavit is made from my own personal knowledge

2 On July 15, 2009, Robert Rosen, Esquire, purporting to speak as an attorney for the
Attorney General of South Carolina, Tommie Rae Hynie and others¹, announced that he intended

¹ Since August 12, 2008, Mr Rosen, along with Mr Levenson, Mr Medlin, Mr Carter and others, have purported, in addition to speaking on behalf of their Will/Trust contestant clients Tommie Rae Hynie Brown, Daryl, Terry and Venisha Brown, Deanna Thomas, Yamma Lumar as "Settling Parties," to speak as attorneys for the Attorney General of South Carolina Mr Rosen's July 15, 2009 letter states, in part

I am writing to ascertain when you will provide us with final detailed Affidavits from Adele Pope and Bob Buchanan and any other witnesses relative to their [PR/Trustee Commissions] [Emphasis supplied]

All of the settling parties wish to conduct discovery on this important issue

to conduct discovery, apparently on the following issues

- a Should the PR/Trustee commissions of Robert L. Buchanan, Jr. and Adele J. Pope be limited to the \$2,153,983, plus interest at the legal rate from September 1, 2009, which the Court has already Ordered?
- b Are we entitled to our full PR/Trustees' commission as requested, allocated as requested?
- c Are we entitled to reimbursement and/or payment for costs incurred in our services as PR/Trustees, as stated in the motion?

3 I am informed and believe that the Court has an adequate record in this case, case 2007-CP-02-0122 ("Case 122"), the Forlando Brown Federal Suit, Civil Action No. 3:08-cv-00014-WOB (the Federal Suit) (See Exhibits A and B), and the Will/Trust/Heirs Matter Case No. 2008-CP-02-0872 ("Case 872") to determine

- a Is the service provided and the hardship incurred by Mr. Buchanan and Mrs. Pope in the management of the Estate and Trust adequate to grant full PR/Trustees' commissions even though the Court, without finding and fault, terminated their service prior to its conclusion?
- B Is the allocation requested by Mr. Buchanan and Mrs. Pope, namely 2/3 of -

and we would like, preliminarily, a list of all your witnesses, a summary of their testimony, copies of all relevant records i.e., all timesheets and billing records, all correspondence, memoranda, or other documents your clients billed the estate and/or trust for which we do not already have and any other documents you plan to put into evidence

We plan to send formal interrogatories and request for production of documents and schedule depositions

Can we schedule your clients' depositions in September? We should probably block out several days, which we will need to coordinate with all counsel of record [Ltr. Rosen, Exhibit F, Aff. A. Pope dtd 7/17/09]

Mr. Rosen used the term "fees", but we assume that he was referring to our PR/Trustees' commissions in excess of the \$2,153,983 plus interest from September 1, 2009 at the legal rate, already granted to us by unappealed Order of this Court dated January 8, 2008 in Case 122

full commission divided equally, based on responsibility and 1/3 of full commission based on time with reimbursement for all costs, fair and reasonable for the service of Buchanan and Pope?

4 I am informed and believe that no further discovery should be conducted or allowed on the above issues, and that the Court should rule in our favor based on the record for at least the following reasons

- a It is undisputed in the record that Robert L. Buchanan and I were well qualified for our service, performed our service well, and have exhibited total and complete loyalty to the Estate of James Brown, the James Brown 2000 Irrevocable Trust and the Estate Plan of James Brown
- b Mr. Rosen and others whose clients have contested the 2000 Trust and Will have an irreconcilable conflict, and no standing, to purport to carry out the statutory duty of the Attorney General of South Carolina to protect charities ²
- c Since the Court has, at the request of Mr. Rosen and others, repeatedly refused to conduct discovery or grant motions to dismiss and/or for summary judgment in this case, Case 122 and Case 872 on the following critical matters, it would be manifestly unjust to conduct post-trial discovery ³
 - 1 Whether Tommie Rae Hynie Brown was the surviving spouse of James Brown,
 - 2 Whether removing \$50+ Million from the Estate Plan of James Brown is reasonable

² On August 10, 2008 Tommie Rae Hynie Brown, client of Mr. Rosen, Mr. Medlin and others, and Deanna Thomas and other clients of Louis Levenson signed an irrevocable agreement to withdraw their contest to the Will of James Brown and the James Brown 2000 Trust. They have repeatedly asserted that the irrevocable agreement is binding on them whether or not approved by the Court [See transcript hrg 9/23/08, Case 122, pp 80-81, other cites]. Almost one year later, however, they have not withdrawn their contests to the Will and/or Trust (See file, Cases 122 and 872 for Hynie Brown's failure to withdraw. See case 872 for Levenson clients' failure to withdraw.)

³ See transcript of hearing 9/28/08 in which discovery was stayed

- 3 Who the heirs of James Brown are,
- 4 Whether, as the PR/Trustees assert, the copyright claims of Hynie Brown and the Levenson clients have negligible current value in relation to the James Brown assets,
- 5 Whether the 5 tax attorneys working for Hynie Brown and the Levenson clients, who failed to testify, could possibly assert that the settlement will not cause the Estate a \$40 Million tax and interest loss by disqualifying the Estate Tax Charitable Deduction,
- 6 Whether as is confirmed by undisputed expert testimony, the right of first refusal given to Terry Brown will not only assure loss of the \$80+ Million Federal Estate Tax Charitable Deduction taken by the Estate of James Brown on its Estate Tax Return, but will also disqualify The James Brown "I Feel Good" Trust as a private charitable foundation,
- d The attempted discovery is made in bad faith
- e The Rosen and Levenson clients are not entitled to discovery in Cases 122 and 872, and discovery in this case (Case 1647) has been rendered moot by the Court's removal of Bob Buchanan and Adele Pope as PR/Trustees without discovery and without cause
- f The attempted discovery in this case will either be stayed by the appeal or should be held in abeyance pending the outcome of the appeal

5 Every action Robert L. Buchanan, Jr. and I have taken since we were appointed Special Administrators, and while we were serving as PR/Trustees, has been for the benefit of the Estate and Trust of James Brown. We have not acted for our personal benefit in any respect

6 I am informed and believe that if the Court, upon review of the voluminous record contained in all of the James Brown cases, our multiple days of testimony in this case (Case 1647), our depositions taken in September 2008 in the Federal Suit, and our testimony of November 18 and 19 in the Federal Suit can, and should determine that, based on both hardship

and service, we are entitled to the full commission we have requested

7 If the Court cannot rule on the amount of our full commission above the \$2,153,983 it has already ordered from the record as it stands today, I respectfully request that the Court honor all applicable stays, or, if no stay is in effect or applicable, that the Court hold in abeyance all discovery and all rulings on our commissions in excess of the \$2,153,983 plus interest from September 1, 2009, which the Court has already Ordered to be paid as a priority expense of administration of the Estate and the Trust

**MESSRS ROSEN, LEVENSON AND MEDLIN CANNOT SERVE AS COUNSEL TO
THE ATTORNEY GENERAL OF SOUTH CAROLINA IN THIS CASE**

8 I am informed and believe that it is inappropriate for Mr Rosen, Mr Levenson and Mr Medlin to purport to speak for the Attorney General of South Carolina in this case or any other James Brown case

9 These gentlemen represent persons with a direct and continuing conflict of interest with the Estate/Trust

10 Neither Hynie Brown nor the Levenson clients has withdrawn their contests to the Will of James Brown or the James Brown 2000 Trust even though they asserted in Court that they had a binding agreement to do so on August 4, 2008, almost a year ago ⁴

**HYNIE BROWN, THE LEVENSON CLIENTS AND JAMES II HAVE NO STANDING
TO CONDUCT DISCOVERY**

11 On August 4, 2008, Hynie Brown and the Levenson clients executed what they have

⁴ See Transcript hrg 9/28/08 prior to the commencement of this suit in which Mr Medlin states we already have a private agreement He can't do anything about that " (p 81) and asserted that the "settlement entity is a valid agreement which does not need Court approval to be legally valid ' and was in place before the September 28, 2008 hearing (Trans p 85)

represented to be a binding agreement. The agreement included a representation that they would withdraw all contests to the Will and Trust.

12 On September 28, 2008 the Settling Parties, in seeking to prevent all discovery in James Brown cases, represented to the Court that their private agreement would have no effect on Federal Court matters such as copyright renewal rights under Federal law.⁵

13 Even prior to filing this suit, the Rosen and Levenson clients, in their successful attempt to prevent any discovery in this and other cases, conceded they have no rights to control the Federal copyright rights of any party, including the Trust and Estate. Our notes from the September 28 hearing reflect that the following colloquy took place:

P 78-79 MR MEDLIN you don't have the jurisdiction to deal with the Federal copyright issues and I agree with that, although I am no copyright expert either.

THE COURT Who is the Copyright expert?

MR MEDLIN Well, we're bringing that in, your honor, to help our settlement entity, but every piece of litigation we've read has been in the Federal Court. It is a Federal Copyright Act. We think the proper place is the federal court.

MR MEDLIN he wants you to rule so that it will affect the federal copyright case. He wants you to conduct discovery and prove that Tomi [sic] Rae Brown is not the spouse, that Little Man is not the child, and maybe some of Mr. Levenson's clients aren't –

THE COURT But can't he do that in the Federal Case?

MR MEDLIN Of course he can.

THE COURT If it did prejudice his right, I would have a whole different outlook on it. He is getting a clean bite of the apple on the Federal Case on the copyright issue.

⁵ Prevention of attempted exercise by non-heirs of claimed federal copyright termination rights is a valuable right owned by the Estate of James Brown.

14 While the State Court discovery was stayed, at the request of the Levenson and Rosen clients, discovery continued in the Federal Court, conducted by David Bell and Powell Goldstein, now attorneys for settling party Terry Brown, through depositions of Forlando Brown. In the Federal Case, the following has been shown, and is not disputed

a Hynie Brown was not the surviving spouse of James Brown⁶,

b James [REDACTED] was not the son of James Brown⁷

DISCOVERY WOULD CAUSE UNDUE HARDSHIP AND IS INTENDED TO HARASS

15 Neither Mr. Rosen nor other settling parties has taken advantage of 2 years of opportunity for discovery

16 I am informed and believe that the discovery which they are now seeking is intended to harass and unduly burden Mr. Buchanan and me

17 The following is a brief chronology of all of the opportunities Mr. Rosen, Mr. Levenson and other settling parties have had to learn everything they need to know about our service

August, 2007 -

November, 2008

More than 100 boxes of documents and daily access to Bob

⁶ See September 27, 2008 deposition of Forlando Brown, pp. 185-187, 294-295 [See Exhibit C], testimony of Robert L. Buchanan, Jr. and me at November 18 and 19, 2008 hearing, attached as Exhibit B

⁷ At the November 18/19 hearing, counsel for Forlando Brown announced that Senior Assistant Attorney General Jones was "available by telephone, should for some reason the Court wish to speak with him" (See Exhibit A, 11/18/08 hrg., p. 11). Judge Bertlesman opined that the Attorney General, despite 11th Amendment considerations

THE COURT AND I DON'T KNOW IF THEY WOULD APPEAR AS TRUSTEE -- REGARDLESS, THEY CERTAINLY COULD APPEAR AS FRIENDS OF THE COURT, IF THEY ARE INTERESTED IN THESE PROCEEDINGS (See Exhibit A, 11/18/08 hrg., p. 12.)

Buchanan and Adele Pope by any interested person

- August 12, 2008 AG advises Judge Early of "settlement" and Mr. Rosen directs Bob Buchanan and me to "stand down" and stop administering the Estate
- September 22, 2008 Robert Buchanan deposed at length in Forlando Brown Federal Suit
[David Bell, now one of counsel for settling parties, and Powell Goldstein ("PG") are counsel for Forlando]
- September 23, 2008 Adele Pope deposed at length in Forlando Brown Federal Suit
- September 28, 2008 In hearing in Case 872 Mr. Medlin announces parties have binding agreement, but also announces that he does not know when he can provide the actual agreement. Based on possibility of settlement, Rosen, Levenson, Medlin clients and Attorney General request, and are granted, a stay of discovery in various Brown cases.
Discussion of Court
THE COURT: Mrs. Pope and Mr. Buchanan have done an admirable job in my opinion. They have – a professional job.
MR. JONES: YES, SIR, I DON'T DISAGREE WITH THAT.
[9/28/08 Transcript, pp. 88-90]
- September 28, 2008 Attorney General files Petition for Removal and Restraint of Cannon, Dallas and Bradley. He does not elect to make us parties. Removed to Circuit Court as Case No. 2008-CP-02-1647 ("Case 1647").
- October 23, 2008 Hearing before Judge Early
MR. MEDLIN: YOUR HONOR, WE APPRECIATE THE DESIRE OF THE PRS [us] TO MAINTAIN THE CONFIDENTIALITY (OF THE ESTATE TAX RETURN), AND WE WANT TO PROTECT THEM IN A PRACTICAL WAY. THIS SEEMS SO [SIC] ANTICIPATE THAT WE ARE GOING TO WANT MORE DISCOVERY THAN JUST THE ESTATE TAX RETURN. THAT'S ALL WE WANT. WE JUST WANT THE ESTATE TAX RETURN SO WE CAN CONCLUDE OUR SETTLEMENT AGREEMENT.
- October 24, 2008 Bob Buchanan and Adele Pope file a motion to intervene in this case (Case 1647).

November 7, 2008 AG, along with Hynie Brown and Levenson Clients file a Summons and Amended Petition for Removal and Restraint of Trustees Albert H. Dallas, Alfred A. Bradley and David Cannon and Removal and Restraint of Personal Representatives and Trustees Adele J. Pope and Robert L. Buchanan, Jr. and a Motion for Emergency Appointment of Special Administrator and Special Trustee

November 21, 2008 Robert L. Buchanan, Jr. and I serve our Answer to the Amended Petition, Counterclaim, Cross Claim, Return to Petitioner's Emergency Motion. Our counterclaim and cross-claim sought, in part, the following relief:

- 1 Declaratory Judgment as to the Settlement
- 2 Declaratory Judgment as to our service and obligations as Trustee
- 3 Declaratory Judgment Regarding Former PR/Trustees
- 4 Declaratory Judgment regarding James Brown Enterprises, Inc.⁸

⁸ Our Answer, Cross-claim and Counterclaim, and other filings, included the following

SUMMARY OF RELIEF REQUESTED

This action is the culmination of attempts by Hynie Brown and the Plaintiff Brown Children to interfere, threaten, intimidate and coerce the PR/Trustees and abuse this Court and the judicial system in order to transfer to themselves and take over the James Brown Legacy, destroying James Brown's Estate Plan, its charitable beneficiary, The James Brown "I Feel Good" Trust, and its mixed charitable and non-charitable beneficiary, the Brown Family Education Trust. Said beneficiaries by so doing are not entitled to half of Mr. Brown's property. On the contrary, such actions are an affront to Mr. Brown's wishes. Said beneficiaries should be declared to have forfeited all rights to any asset under either the Will or the James Brown 2000 Trust which the PR/Trustees are duty bound to defend. These documents provide:

ARTICLE XXI

Provision as to any Contest of Grantor's Estate Plan. Should any beneficiary under this Irrevocable Trust or Grantor's Will dated after or of even date with this Trust and as referred to herein become an adverse party in a proceeding for the probate of Grantor's Will or in any manner contest the validity of Grantor's Irrevocable Trust, such beneficiary shall forfeit his or her entire interest thereunder and such interest shall pass to such other beneficiaries as would be entitled to take as if such beneficiary predeceased Grantor. Furthermore, any person not provided for in this Irrevocable Trust, Grantor's Will or other such instrument, whether or not claiming to be a beneficiary, party in interest or otherwise shall not have standing or be qualified to contest, claim an interest in or otherwise dispute the disposition of Grantor's estate as he herewith disclaims and disinherits any such person. Any such alleged claim shall be considered an affront to the Grantor's wishes and shall be vigorously challenged as such by his fiduciaries.

ARTICLE XVIII

Beneficiary's [sic] Spouse. The Grantor is now not married. It is the Grantor's intention that the trust estate be available only to the beneficiaries and not to be [sic] the Grantor's past or future spouse. The Trustee(s) are directed to enforce this provision.

18 Robert L Buchanan and I thereafter sought by numerous and continuing means to have full discovery It was resisted at every turn by Mr Rosen, who repeatedly insisted that the case should proceed to the merits hearing with no discovery, no motions to dismiss, no motions to join proper parties heard, no summary judgment motions heard, and not even consideration for the matters barred by statutes of limitations

19 I believe that the action of Mr Rosen is intended to distract, harass and unduly burden us so that we cannot properly continue our protection of the Estate, 2000 Trust and Estate Plan of James Brown in the conduct of our Appeal

20 I also wish to correct the typographical error in our Affidavit dated July 13, 2009 Paragraph 103 should be corrected to say

both of our professional liability policies were cancelled – Adele's at the end of **2008** and Bob's effective August 16, **2009**

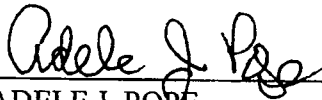
Paragraph 105 should be corrected to say

The premium for Adele's insurance for **2009**, obtained after the cancellation, was more than 4 times that of **2008** [The original years were, through scrivener's errors, wrong]

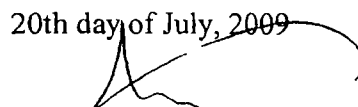
If a court having jurisdiction over this trust issues a valid, legally enforceable order requiring distribution to a past or future spouse then Grantor requests that such distribution shall be the minimum amount necessary to provide sustenance to the said spouse, it being the Grantor's intention that the trust estate not be used to provide said spouse with funds to support said spouse in the manner to which she may be accustomed

Even if it had jurisdiction to act at this time on the issue of succession of PR/Trustee this Court should appoint successors only if the current PR/Trustees do not appoint their own successors or the successors they appoint are improper and after the time specified in the documents the duly appointed and acting Advisory Board consisting of (retired) Judge Walter Williams Dr Ann Carmichael Dr Leonard McIntyre and Mrs Inez Tenenbaum have in accordance with the Estate Plan failed to unanimously appoint successors

FURTHER DEPONENT SAYETH NOT


ADELE J POPE

SWORN TO before me this
20th day of July, 2009



Notary Public for South Carolina

(L S)

My Commission expires 7/13/16

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	) SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)
	) Case No 08-CP-02-1647 (Original)
	) Case No 07-CP-02-0122 (Copy)
HENRY DARGAN McMASTER, in his	) Case No 08-CP-02-0872 (Copy)
capacity as Attorney General of the State of	)
South Carolina, and others	)
Petitioners,	)
	)
ALBERT H DALLAS and others	)
Respondents	)
	)
IN RE	)
The Estate of James Brown and the James	)
Brown 2000 Irrevocable Trust u/a/d August	)
1, 2000	)
_____	)

**AFFIDAVIT OF
W STEVEN JOHNSON**

AND

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	) SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	) Case Number 2009-CP-02-1140
	)
Robert L Buchanan, Jr and Other,	)
Plaintiffs,	)
vs	)
	)
The Honorable Henry Dargan McMaster,	)
as Attorney General for the State of South	)
Carolina,	)
Defendant	)
	)
IN RE The Estate of James Brown	)
and the James Brown 2000 Irrevocable	)
Trust	)
_____	)

AND

THE STATE OF SOUTH CAROLINA
IN THE CIRCUIT COURT FOR THE
SECOND JUDICIAL CIRCUIT

APPEAL FROM AIKEN COUNTY
PROBATE COURT

WJ

THE HONORABLE SUE H ROE,
PROBATE COURT JUDGE

Case No 09-CP-02-01341

IN THE MATTER OF James Brown

Robert J Buchanan Jr and Adele J Pope as Personal Representatives of the Estate
of James Brown and Trustees of the James Brown 2000 Irrevocable
Trust

Appellants

PERSONALLY APPEARED BEFORE ME W Steven Johnson who being duly sworn deposes
and says

(1) This affidavit is being given at the request of Robert L Buchanan, Jr and Adele
J Pope relative to the above captioned cases

(2) I am an attorney licensed to practice law in the State of South Carolina having
received such license in 1973

(3) Since 1980 I have practiced law with the firm of Todd and Johnson in Columbia
South Carolina and my practice has been concentrated in the areas of estate planning and probate
administration

(4) I am certified as a specialist by the South Carolina Supreme Court in estate
planning and probate. I currently serve as chairman of the specialization committee for Estate
Planning and Trust Law for South Carolina. I am a member of the American College of Trust and
Estate Counsel where I serve as State Chair. I have frequently lectured at the University of South
Carolina Law School in the Bridge the Gap program as well as other programs produced by the
South Carolina Bar Association. I am a former Chairman of the Estate Planning and Trust
Section of the South Carolina Bar Association.

- (5) In preparation of this affidavit, I have reviewed the following Court filings
- (a) Brief of Trustees and Co Personal Representatives BUCHANAN AND POPE SUPPORTING VALIDITY AND INCONTESTABILITY OF THE 2000 TRUST, LACK OF PROBABLE CAUSE TO CHALLENGE THE WILL OR TRUST, LACK OF CAUSE TO REMOVE BUCHANAN AND POPE REJECTION BY COURT OF MARCH 26 DOCUMENT AND RELATED RELIEF signed by Tiessa T H Hayes dated April 23 2009
 - (b) Order Approving Settlement Agreement dated May 26 2009 signed by the Honorable Doyet A Early III relative to cases 08-CP-02-1647 01 CP-02 0122 and 08 CP 02 0872 filed on May 26 2009
 - (c) Motion to ALTER OR AMEND AND/OR RECONSIDER AND VACATE MAY 26 2009 ORDER APPROVING SETTLEMENT AND REPLACING CO PERSONAL REPRESENTATIVES AND TRUSTEES BUCHANAN AND POPE signed by James D Bailey Esquire and dated June 1, 2009
 - (d) Motion for payment of commissions and related relief and various attachments of James D Bailey dated June 24 2009 relative to Cases 08-CP-02-1647 and 09-CP 02 1140
 - (e) Joint Affidavit of Robert J Buchanan Jr and Adele J Pope related to commissions and Expenses dated June 24 2009 in support of the Motion above referenced
 - (f) Supplemental Affidavit (and attachments) of Robert J Buchanan Jr and

Adele J Pope in support of commissions and payment of certain priority expenses of administration dated July 13 2009 relative to cases 08 CP-02-1647 07 CP 02-0122 and 08 CP-02-0872

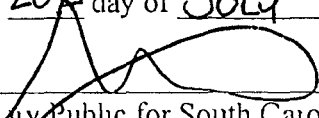
(6) Based on my review of the above it is my opinion that this estate is the most complicated estate I have ever reviewed or been associated with in my career. The issues such as elective share, omitted child, alleged fiduciary misconduct, lack of liquidity, sale of estate assets, lack of clarity as to ownership of estate and or trust assets, claims by and against the estate, illegitimate/persona rights litigation for and against the estate, will's contest, appointment of special administrators, replacement and appointment of successor personal representatives and trustees, estate tax liability, income tax liability, and valuation (which list is not to be inclusive of all issues) created tremendous problems for the estate. When you mix these issues with the size of the estate, the result was a quagmire. In my further opinion it took extraordinary effort on the part of the Pope and Buchanan to bring a measure of stability to this estate and the estate/trust and resulting recipients of the estate have benefitted from the co-fiduciaries' substantial experience and due diligence.

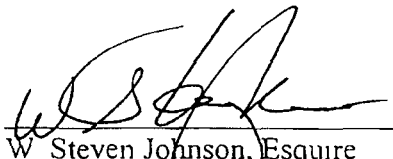
(7) South Carolina Probate Code Section 63-3-719 sets forth the compensation of a personal representative. Subsection (a) allows the Court the discretion to award additional compensation over and above the 5% of the appraised value and 5% of the income earned upon a showing of extraordinary services. Based on my review of the above pleadings, the successor co-personal representatives and co-trustees, Robert I. Buchanan, Jr. and Adele J. Pope, have contributed extraordinary services to this estate, benefiting the ultimate recipients of the assets of this estate.

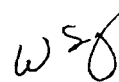
WSX

Further Deponent Sayeth Not

SWORN to before me
this 20th day of July, 2009


Notary Public for South Carolina
My Commission Expires 7/13/16


W. Steven Johnson, Esquire
Todd and Johnson, LLP
609 Sims Avenue
Columbia SC 29205
803-252 1500



STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED
OCT 14 2009
SC Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

The Honorable Doyet A. Early, III Circuit Court Judge

Case No 2008-CP-02-1647

Case No 2007 CP 02 0122 (copy)

Case No 2008 CP 02 0872 (copy)

Henry Dargan McMaster, in his capacity as Attorney General of the State of South Carolina and others

v

Albert H. Dallas and others

OF WHOM

Robert L. Buchanan, Jr. and Adele J. Pope, as Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust are **Appellants**

AND

Albert H. Dallas and others are

Respondents

IN RE

The Estate of James Brown and The James Brown 2000 Irrevocable Trust u/a/d August 1, 2000

AFFIDAVIT OF ROBERT L. BUCHANAN, JR. AND ADELE J. POPE
SUPPORTING PARTIAL ENFORCEMENT OF STAY

PERSONALLY APPEARED BEFORE ME ROBERT L. BUCHANAN, JR., AND
ADELE J. POPE, who being duly sworn, depose and say

1 We are the only persons¹ supporting the 2000 Estate Plan of James Brown and his
backup 1999 Estate Plan

¹ Except former PR/Trustees David Cannon, Albert Dallas and Alfred Bradley (the Cannon Group)

2 We are informed and believe that irreparable harm will result to the Estate of James Brown and the James Brown 2000 Trust (the '2000 Trust') if this Court does not modify and/or clarify the Order of the Honorable Doyet A. Early, III dated September 16, 2009 in connection with this appeal as follows

A Confirming that the stay is lifted, without prejudice, pending the outcome of the appeal, but subject to the conditions set out below in B and C, and with Estate/Trust records shared as agreed,

B Enforcing the stay to prevent Bauknight from abandoning the Estate/Trust's defense of James Brown's 2000 and 1999 Estate Plans, abandoning the Estate/Trust's defense of the Hynie Brown claims, or distributing any assets to the Legacy Trust, thereby rendering moot this appeal, and

C Enforcing the Bauknight/Legacy Trust beneficiaries agreement that neither they nor their attorneys will receive funds from the Estate/2000 Trust pending this appeal

3 Some of the reasons why we believe this is necessary are set out herein

4 Between December 19 and 26, 2007, in violation of the *In Terrorem* forfeiture clauses of James Brown's 2000 and 1999 Estate Plans, Hynie Brown and 5 of James Brown's potential heirs brought separate actions to set aside his Will and 2000 Trust. Motions to dismiss the petitions and other dispositive motions, as well as the Estate/Trust's counterclaim for alternate probate of James Brown's 1999 Will with similar dispositive provisions, are pending as part of Case 2008 CP-02-0872 ("Case 872")

5 On August 12, 2008, the contestants announced that they had reached a secret settlement which did not include the PR/Trustees, Estate or Trust. No written settlement was produced.

6 On November 7 the contestants commenced an action seeking appointment of

Bauknight as Special Administrator and Special Trustee of the 2000 Trust ("SA/ST")² No signed settlement agreement was attached

7 On November 25 certain documents were distributed, including an unsigned "Legacy Trust" with no named trustee. The documents placed all of James Brown's assets in the Legacy Trust, returning 50% after payment of estate taxes and expenses. [The James Brown 2000 Irrevocable Trust pays no estate taxes.] The parties to the documents "recognized and stipulated" that Hynie Brown was the "legal wife" of James Brown. The documents further provided, in part

5

b) a "charitable trust substantially similar to the August 1, 2000 Irrevocable Trust (hereinafter the "charitable Trust") shall be created and/or maintained including but not limited to the possibility of amendment to the August 1, 2000 Irrevocable Trust by all of the parties hereto"³ [Emphasis supplied.]

8 No Trustee of the Legacy Trust or copy of the referenced charitable trust was disclosed

9 On January 7, 2009, as requested by the *McMaster v. Dallas* plaintiffs, Bauknight was appointed SA/ST "for the sole purpose of providing input and recommendations for the proposed settlement agreement." [Order dtd 1/7/09 Emphasis Supplied⁴]

10 On January 27, 2009 the settling parties filed a Motion to Approve Settlement. Attached were different proposed settlement documents, including a Legacy Trust with the Brown Family LLC as a Settlor. (See Exhibit). Members of the Brown Family, LLC have

² Case No. 2008 CP 02 1647 Case 1647 or *McMaster v. Dallas*

³ August 10, 2000 document ¶5 b) No such trust or amendment to the 2000 Trust has been produced

⁴ Appeal of this Order is pending

never been identified. Trustees were removed and replaced by majority vote of beneficiaries [Article VI, Paragraph 7.2 (sic)]

11 Over strenuous and continuing objections, a hearing on approval of the proposed settlement was held on January 30

12 Just prior to the January 30 hearing, Bauknight was advised in the hallway that the *McMaster v. Dallas* plaintiffs had offered Terry Brown a percentage of the James Brown assets and a 10-year right of first refusal to purchase all of James Brown's assets to join the settlement.⁵ No written agreement was produced.

13 With no appropriate due diligence, no knowledge of James Brown's desires for his estate plan, and no knowledge of the litigation, Bauknight recommended that the court approve the unwritten, unsigned settlement [Transcript 1/30/09, pp 119-138]

14 Unrefuted testimony, including expert testimony, is that the settlement and right of first refusal will likely cause loss of the \$83 million estate tax deduction, generating up to \$40 million in estate taxes and interest. Further, it will probably disqualify The James Brown "I Feel Good" Trust as a 501(c)(3) private foundation.⁶

15 On March 26, after the conclusion of Plaintiffs' presentation, modified settlement documents were produced (the "March 26 Documents"). Among the many changes in the

⁵Terry Brown is a joint venturer with the Cox/Forlando Brown group in connection with a \$92-\$102 Million letter of intent to purchase the James Brown assets in March of 2008. From this transaction the Cannon Group sought Kickback or options. Terry Brown is now represented by Powell Goldstein (PG), former attorneys for the Cannon Group. The Cannon Group in violation of the Court's August 10, 2007 Order, Case 122, has refused to direct PG to turn over the file for which they billed the Estate \$48,225. PG has refused delivery of the file.

⁶ Bauknight appeared on March 4, 2009 as an expert for Hynie Brown. Although an accountant, he gave no testimony about the Estate Tax consequences of the settlement, deeming it beyond the scope of his appointment.

March 26th Documents were Terry Brown's detailed right of first refusal (Addendum, ¶5 and

10) and a change in 5(b) to say

Trust agreement (w/parent's son)
A charitable^{and} substantially similar to the charitable trust in the August 1, 2000 Irrevocable Trust (hereinafter the "Charitable Trust") shall be created by the Attorney General with the advice and counsel of the parties. The trustee and any successor trustee of the Charitable Trust shall be chosen by the [AG]

The parties shall create a trust called the Legacy Trust. The Distributional Interest of the parties shall now be (1) 47.5% to the Charitable Trust [Addendum, ¶ 11, revising ¶ 5(b) of August 10 document]

16 The AG's charitable trust has never been produced, and it is unknown whether Bauknight is the trustee. It is also unknown whether any portion is for education of needy children.

17 The Plaintiffs then announced that Bauknight was the trustee of the Legacy Trust and sought his appointment as PR/Trustee, a position with which we believe he has a direct and irreconcilable conflict.

18 The May 26 Order followed.

19 Some of the conflicts between Bauknight's service as Trustee of the Legacy Trust and as PR/Trustee of the Estate/2000 Trust are outlined below.

Will/ 2000 Trust

- 1 2000 Trust gets entire residue
All for private education trusts
- 2 Backup 1999 Trust, Voorhees, U S C Salkehatchie, U S C Aiken
get scholarships and residue
- 3 Estate/Trust protects its
Copyright interests by baseline
determination of "Heirs" for
future action, excluding

Settlement/Legacy Trust

- 1 2000 Trust gets less than 35%
May get zero, if AG's Trust takes
- 2 No backup Voorhees, Salkehatchie,
Aiken out
- 3 Bauknight stipulates Hynie Brown is wife,
[Estate/2000 Trust not protected by
proper baseline determination]

Hynie Brown

4 Each Grandchild (7) has \$285,000 education fund under Brown Family Education Trust

5 *In Terrorem*, spendthrift provisions

6 Very little income tax because all paid or permanently set aside for charity

7 Hynie Brown Omitted even if spouse

8 Terry Brown gets 1/6 personal/household effects ("PHE")

9 Estate/Trust pay no Estate Taxes

10 90+% to Education Trusts for needy & deserving students

11 Succession under 2000 Trust, 3 Trustees

12 Attempt Recovery of \$13 million from Cannon Group

13 No finders fee upon asset sale

4 Brown Family Education trust for (unnamed) "grandchildren, over next 90 years. Materially diminishes shares

5 No such provisions. Substantially more than half of 2000 Trust to non-beneficiary contestants

6 Substantial income taxes, since death

7 Hynie Brown spouse & get 23 1/2 %

8 Terry Brown get 10-year right of First refusal to buy James Brown assets + 4 79% [Destroys charitable status]

9 Estate/Trust pay 47.5% of up to \$40 Million in Estate Taxes

10 Less than 35% to educate needy and deserving students

11 Single Trustee serves at pleasure of AG

12 Damage to Cannon Group recovery through attacks on Buchanan/Pope, allegiance Terry Brown

13 2% finder's fees if asset sale

14 Defend Estate Plan as directed
in Will and 2000 Trust

14 No defense of 2000/1999 Estate Plans

20 We are informed and believe that a stay as requested above will help prevent destruction of James Brown's two valid Estate Plans pending the outcome of the appeal, rendering the appeal moot. These Estate Plans do not provide, or provide only modest benefits for, Legacy Trust settlor/beneficiaries Hynie Brown, Terry, Larry, Daryl, Deanna, Yamma and Venisha Brown.

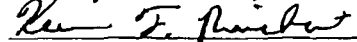
21 Prior to the order waiving bond herein, Bauknight and his Legacy Trust beneficiaries agreed that none of the Legacy Trust beneficiaries, Bauknight or any of their attorneys would be paid pending the appeal. On information and belief, the court, in failing to require bond, had a right to rely on this representation.

FURTHER DEPONENTS SAY YETH NOT


ROBERT L. BUCHANAN, JR.

SWORN TO BEFORE ME THIS

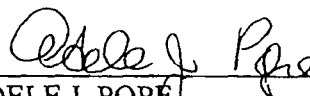
14th day of October, 2009



(L S)

Notary Public for South Carolina

My Commission Expires 3/9/16


ADELE J. POPE

SWORN TO BEFORE ME THIS

14th day of October, 2009



(L S)

Notary Public for South Carolina

My Commission Expires 3/9/16

**THE STATE OF SOUTH CAROLINA
IN THE CIRCUIT COURT FOR THE
SECOND JUDICIAL CIRCUIT**

**APPEAL FROM AIKEN COUNTY
PROBATE COURT**

**THE HONORABLE SUE H ROE
PROBATE COURT JUDGE**

**Probate Court Case No 2007-ES-02-0056
(Circuit No assigned to Notice of Intention Appeal 2009-CP-01810)**

Ex Parte Robert L Buchanan, Jr , and Adele J Pope, as Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust,	Appellants,
Ex Parte Henry Dargan McMaster, in his capacity as Attorney General of the State of South Carolina and others	Respondents,
In Re The Estate of James Brown,	Respondent

**AFFIDAVIT OF ADELE J POPE OPPOSING HEARING WITHOUT PROPER
NOTICE, REQUESTING DUE PROCESS NOTICE AND HEARING,
AND CONFIRMING THAT NO EMERGENCY EXISTS**

PERSONALLY APPEARED BEFORE ME ADELE J POPE, who being duly
sworn, deposes and says

1 For the reasons set forth herein I ask that the Court not hear the motion to dismiss
in the above matter, related to the James Brown 2000 Irrevocable Trust (the '2000 Trust')
and James Brown's Estate (the 'Estate') until the following have occurred

a The Grounds of Appeal, due 45 days after the Notice of Appeal, which
will raise serious Due Process and jurisdictional questions, among others,
have been filed in accordance § 62-1-308 of the S C Probate Code (Exhibit

A), and

b the Probate Court has filed the return as required by §62-1-308, and

c Robert L Buchanan, Jr , (RLB, Jr), our counsel and I are given proper notice to prepare to argue the serious constitutional and other issues raised by the appealed order and the motion to dismiss

2 I deny that any emergency exists or that any response time should be shortened
I am informed ^{and} believe that the State of South Carolina acting through an Assistant Attorney General (AG), with knowledge of my requested Court protection, is attempting to cause us undue burden in defending James Brown's Estate Plan I believe I have a legal duty to defend the Estate Plan of James Brown, and that RLB, Jr and I are the only persons defending the Estate Plan

3 I deny any suggestion that giving proper notice and opportunity to be heard will in any way damage the Estate/2000 Trust

4 I am informed and believe the AG knows, as we advised the Ct of Appeals in the Cannon appeal in Case 2008-CP-02-1022 that

on May 27 2009 without prejudice, and reserving all objections to any appointment of Mr Bauknight as SA/ST and/or PR/Trustee, we voluntarily surrendered to him the temporary management of the Estate and Trust subject to the following

- a his agreement that all Estate/Trust books and records delivered to him (now 145 boxes) would remain available to us throughout the appeal process,
- b his authority will be limited to the management, preservation and protection of the assets of the Estate and Trust and the protection of creditors, taxing authorities and non-settling parties, including the 2000 Trust and its beneficiaries, pending the outcome of the appeal of both the settlement and his appointment

5 I believe the AG also knows that on June 3, 2009 we met with Mr Bauknight and his counsel in Aiken to discuss our desire to facilitate his temporary management and offered to meet with him weekly to discuss administrative issues, including the best way to handle the 20+ pending cases during the appeal ¹

6 Mr Bauknight refused these offers He has recently made false and wholly unsupported allegations regarding our service as PR/Trustees which, I am informed and believe, damage the Estate/Trust in its attempt to recover from Forlando Brown, David G Cannon, Albert H Dallas and others ²

7 Several weeks ago I requested court protection from the Honorable Doyet A Early, III, all of the James Brown cases for August 27 - September 6, 2009 ³

8 On Friday, August 21 2009, with notice of my request, the AG served a motion to dismiss this appeal and transmitted a proposed Order, with no facts to support it, that a hearing on August 27 was necessary to avoid prejudice [Exhibit B]

9 Based on my more than thirty years of experience with estate and trust matters

¹ Bauknight's direct and irreconcilable conflict in asserting that \$50+ Million should be transferred from the Estate/2000 Trust to a Trust Bauknight manages for the benefit of Terry Brown joint venturer with Cannon, Hynie Brown [who Bauknight asserts is the surviving spouse of James Brown], and other non 2000 Trust beneficiary Plaintiffs prevents his protection of the Estate/Trust in matters related to Plaintiffs Cannon or Dallas

² See our joint Affidavit opposing further lifting of the stay Case 2008-02 CP 164^{ar} and filed in the Cannon Appeal S C Ct Appeals [Bauknight is not a party to this action]

³ At the time the only James Brown matter scheduled was a hearing on August 27 in Case 2008 CP 02-0122 related to David Cannon We knew that the Cannon matter was still pending in the Court of Appeals, and assumed that it could not be heard on August 27 [See Ltr of James B Richardson to Judge Early]

such as this, I am informed and believe that there are numerous good faith reasons to appeal the *ex parte* Order which is the subject of this appeal. These reasons, as required by statute, will be set out in the grounds of appeal to be filed within 45 days of our receipt of our August 10 notice of the entry of the appealed order.

10 On August 21 the AG also delivered a letter with the proposed order. No facts in either the proposed order or the motion support the proposed findings or that it was necessary to hear this matter on August 27.

11 I request that the motion to dismiss not be heard before September 6 when I return, and with adequate notice to us and to all Interested Persons.

Our attending hearings reduces legal costs to the Estate/2000 Trust

12 RLB, Jr. and I were appointed PR/Trustees of Estate and 2000 Trust by Order of the Honorable Doyet A. Early III dated November 20, 2007. Prior to that we served as Special Administrators ("SAs") of the Estate from March 7, 2007.

13 As SAs and PR/Trustees, we participated in Court proceedings *pro se* between March 7, 2007 and December 31, 2007. That background, attending all possible hearings in the 20+ Brown matters, and the fact that we are both trained attorneys, has enabled us to efficiently use attorneys, and minimize costs to the Estate/2000 Trust.

14 Since RLB, Jr. and I are the only persons defending the Estate Plan of James Brown, I consider it important that we continue to attend each hearing. My long-standing flight plans do not allow me to be in Aiken on the 27th.

Procedural History of this Case

15 This case involves the 2000 Trust, sole residuary beneficiary of James Brown's

Estate None of the adult Petitioners is a beneficiary of the 2000 Trust, which has been in existence since August 1, 2000 If upheld in the appeal which RLB, Jr and I are perfecting, the 2000 Trust will divide into two Trusts, as follows

- a The Brown Family Education Trust, a private noncharitable trust for the benefit of certain designated grandchildren of James Brown, and
- b The James Brown "I Feel Good" Trust, a private non-operating charitable trust

16 James Brown's valid August 1, 2000 Will and the 2000 Trust both contain *In Terrorem* clauses, with forfeiture and the 2000 Trust contains a Spendthrift Clause

17 I am informed and believe that the 2000 Trust, its beneficiaries and RLB, Jr and I, are Interested Persons in the Estate and Trust and have property rights in this matter which should be protected

18 The appeal stems from a case commenced on July 29, 2009 by the AG and others with an *Ex Parte* Application/Petition for Emergency Appointment of Special Administrator ("Petition") The Petition contained no summons

19 The Petition incorrectly identified the AG as a beneficiary of the Estate and was not supported by affidavit or other showing of "emergency" The Petition was not served on or sent to RLB, Jr, to me, or to other Interested Persons in the Estate/ Trust ⁴

13 On July 29, 2009, Probate Judge Sue H Roe issued an Order removing this trust-

⁴ Necessary parties and Interested Persons not joined or notified include but are not limited to

A Beneficiaries of the Brown Family Education Trust Romunzo Brown Forlando Brown Lindsey Delores Brown (not a minor) Jason Brown Lewis (not a minor) GAL for Minor and

B Potential Heirs James Brown II Lisa Brown [See Divorce proceeding dtd July 17 1969 Richmond County Superior Court Case No D 8803] Deon Brown (incarcerated) See Petition and request for counsel filed Probate Court 7/21/09 Jeanette Mitchell Nicole Paris

C Claimed or named Fiduciaries Buchanan, Pope, Bradley, Dallas and Bauknight

related matter to the Circuit Court for Aiken County pursuant to S C Probate Code 62-1-302(d)

14 On July 30, 2009, without appeal or request for reconsideration, the AG communicated *ex parte* with Judge Roe about the July 30 Removal Order. The AG, under the seal of the Office of AG, advised Judge Roe that “removal is no longer allowed,” and provided legal authorities. The AG’s *ex parte* communication was accompanied by copies of legislation and a proposed Order which contained incorrect “Findings of Fact and Conclusions [sic] Law” including, but not limited to, the incorrect statement that “all of the interested persons in the Estate have joined in the Petition to seek the Appointment of Russell Bauknight as Special Administrator.” The AG did not send the July 30 letter to RLB Jr, to me, or to other interested persons⁵

15 The AG’s statement that regarding Bauknight is incorrect. We do not seek appointment of Bauknight ⁶

16 On August 6, 2009, even though the case was still pending in Circuit Court, Judge Roe, without notice or hearing, signed the “emergency” *ex parte* Order sent to her by the AG

⁵ Under §62-1-201(19) “Interested persons” includes heirs, devisees, children, spouses, creditors, beneficiaries and any other person having a property right in or claim against a trust estate or the estate of a decedent. It also includes persons having priority for appointment as personal representatives or other fiduciaries representing interested persons.

⁶ We have consented to his temporary management of assets for the benefit of non-settling parties, creditors and taxing authorities. We do not agree that he should have authority to damage the Estate and 2000 Trust through his conflicts of interest or be involved in litigation in which his conflicts benefit Cannon, Dallas Forlando Brown and the Settlers of his ‘Legacy Trust’. These are all persons whose interests are adverse to the Estate/2000 Trust.

Necessity for Careful Preparation and Proper Notice

17 RLB Jr began a mediation training program last week, prior to the AG's delivery of the August 21 motion and proposed order. Although we have spoken briefly on the phone, he remained in training over the weekend, and will not complete training until today.

18 The Grounds of Appeal on which we are working with our counsel raise serious questions of the AG's violation of Due Process rights as guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution, and S C CONST Art I, § 22, jurisdictional issues, and issues of whether the AG has exceeded and/or abused his authority and/or violated his regulations by allowing as his co-counsel attorneys for, and representing the private interests of, persons seeking to take \$50+ Million from the Estate Plan of James Brown and to pay their attorneys secret contingency attorneys' fees estimated to be \$12-\$14 Million. Our concerns over Bauknight's loyalty to Hynie Brown, Terry Brown and others whose interests are adverse to the Estate/2000 Trust are also at issue. Just one issue example is the Estate/2000 Trust's property right to assert and determine that Hynie Brown is not an heir, thereby preserving the Estate/Trust's rights under Federal Copyright laws. Bauknight's assertion that Hynie Brown was Brown's surviving spouse⁷ is in direct conflict with the interest of the Estate/200 Trust. Serious issues arise over whether the AG's association as a Plaintiff with Terry Brown and other plaintiffs precludes his participation in matters related to the 2000 Trust and has required the AG to forgo his allegiance to the public interest.

⁷ Bauknight asserts Hynie Brown was the surviving spouse despite the fact that she was married to someone else when she entered into a marriage ceremony with Brown.

19 I have been an attorney for more than 30 years, working with trusts and estates, including private charitable trusts such as The James Brown "I Feel Good" Trust. I have never been involved in a case or known of a case in South Carolina, where the AG, after confirming the validity of an Estate Plan, supports transferring millions of dollars away from a private charitable trust to private non-beneficiaries. Nor have I ever known ^{an} AG to attempt to assert direct control of the management of an Estate or a private non-charitable Trust. I am informed and believe that many of these issues are difficult matters of first impression, and that we should be allowed adequate time and notice to address them. I believe this will be in the best interest of the Estate Plan of James Brown.

20 I am informed and believe that careful deliberation will help prevent what I consider to be an incorrect proposed transfer of as much as \$50 Million from James Brown's Estate and Trust to persons against whom he affirmatively demanded in his documents we defend his Estate Plan.

FURTHER DEPONENT SAYETH NOT


ADELE J POPE

SWORN TO BEFORE ME THIS
24th DAY OF AUGUST, 2009

 (L S)

Notary Public for South Carolina

My Commission Expires 04-08-2012

§ 62-1-308. Appeals

Exhibit A

Except as provided in subsection (g) appeals from the probate court must be to the circuit court and are governed by the following rules:

(1) A person interested in a final order, sentence, or decree of a probate court and considering himself injured by it may appeal to the circuit court in the same county. The notice of intention to appeal to the circuit court must be filed in the office of the circuit court and in the office of the probate court and a copy served on all parties within ten days after receipt of written notice of the appealed from order, sentence, or decree of the probate court. The grounds of appeal must be filed in the office of the probate court and a copy served on all parties within forty-five days after receipt of written notice of the order, sentence, or decree of the probate court.

(b) Within thirty days after the grounds of appeal has been filed in the office of the probate court as provided in subsection (a) the probate court shall make a return to the appellate court of the testimony, proceedings, and judgment and file it in the appellate court. Upon final disposition of the appeal all papers included in the return must be forwarded to the probate court.

(c) When an appeal according to law is taken from any sentence or decree of the probate court all proceedings in pursuance of the order, sentence, or decree appealed from shall cease until the judgment of the circuit court, court of appeals, or Supreme Court is had. If the appellant in writing waives his appeal before the entry of the judgment, proceedings may be had in the probate court as if no appeal had been taken.

(d) When the return has been filed in the circuit court as provided in subsection (b) the court shall hear and determine the appeal according to the rules of law. The hearing must be strictly on appeal and no new evidence may be presented.

(e) The final decision and judgment in cases appealed as provided in this code shall be certified to the probate court by the circuit court, court of appeals, or Supreme Court as the case may be and the same proceedings shall be had in the probate court as though the decision had been made in the probate court.

(f) A judge of a probate court must not be admitted to have any voice in judging or determining an appeal from his decision or be permitted to act as attorney or counsel.

(g) If the parties not in default consent either in writing or on the record at a hearing in the probate court a party to a final order, sentence, or decree of a probate court who considers himself injured by it may appeal directly to the Supreme Court and the procedure for the appeal must be governed by the South Carolina Appellate Court Rules.

HISTORY 1986 Act No. 539 § 1, Amended by 1990 Act No. 521 § 9, eff. June 5, 1990, 1997 Act No. 152 § 4, eff. June 11, 1997, 1999 Act No. 55 § 56, eff. June 1, 1999.

Exhibit B



HENRY McMASTER
ATTORNEY GENERAL

August 21, 2009

The Honorable Liz Goddard
Aiken County Clerk of Court
109 Park Avenue SW
Second Floor
Aiken, SC 29801

Re In Re the Estate of James Brown
C/A No 2009-CP-02-01810

Dear Ms Goddard

Enclosed please find the original and one copy of the **Notice of Motion and Motion to Dismiss Appeal**. Also enclosed is the Motion Cover Sheet and the filing fee of \$25.00. I appreciate your filing the original and returning a clocked-in copy to me in the enclosed stamped envelope.

Also enclosed is a Proposed Order in connection with this matter.

By copy of this letter, I am serving counsel of record with the Motion.

As always, thank you for your attention to this matter. If you have any questions or need additional information, please do not hesitate to contact me.

With kind regards, I am

Very truly yours

Mary Frances Jowers
Assistant Attorney General

Enclosure
Cc
See attached Certificate of Service

IN THE STATE OF SOUTH CAROLINA
IN THE CIRCUIT COURT
SECOND JUDICIAL CIRCUIT

APPEAL FROM AIKEN COUNTY
PROBATE COURT

THE HONORABLE SUE H ROE
PROBATE COURT JUDGE

Case No 2007-ES-02-0056
Circuit Court Case No 2009-CP-02-01810

Ex Parte Robert L Buchanan, Jr , and Adele J Pope, as Personal
Representatives of the Estate of James Brown and Trustees of the
James Brown 2000 Irrevocable Trust

Appellants

Henry Dargan McMaster, in his capacity as Attorney General of the State of South
Carolina, Daryl J Brown, individually and on behalf of his minor children, Lindsey
Delores Brown and Janise [REDACTED] B [REDACTED] Deanna J Brown Thomas, individually and
on behalf of her minor children, Jason Brown Lewis, Yamma N Brown, individually and
on behalf of her minor children, Sydney L [REDACTED] and Carrington L [REDACTED], Tonya Brown,
Vanisha Brown, Larry Brown, Terry Brown, and
Tommie Rae Brown,

Respondents

In Re the Estate of James Brown

Respondent

Order

This matter came before the Court in connection with the Motion to Dismiss the
f the Order for Special Administrator signed by the Honorable Sue H Roe, dated

August 6, 2009 The movants request the Court to shorten the time for hearing pursuant to Rule 6(d)

I find that the arguments that the Estate and Trust will suffer prejudice if the motion to dismiss is delayed beyond August 27, 2009, which date has been set for several weeks, and where it is unknown when the next hearing will be scheduled, require that the hearing be scheduled as soon as possible. Further, the parties have had adequate time to prepare for the hearing and adequate notice of the pending motion. Accordingly, based on the concern about potential prejudice if the matter is not heard, I find that this matter shall be heard on August 27, 2009, in Aiken County, at the time previously scheduled to hear other matters in connection with the James Brown Estate and Trust.

AND IT IS SO ORDERED

The Honorable D A Early, III

August __, 2009



HENRY McMASTER
ATTORNEY GENERAL

July 30, 2009

The Honorable Liz Godard
Aiken County Clerk of Court
P O Box 583
Aiken, South Carolina 29802

Re Henry Dargan McMaster, et al
In Re Estate of James Brown

- (A) Application/Petition For Emergency Appointment
of Special Administrator
Case No 2007-ES02-0056
- (B) Application/Petition For Emergency Appointment
of Special Trustee
Case No 2009-ES02-_____

Dear Ms Godard

Per my conversation with your office, please find enclosed a check in the amount of \$150.00 as the filing fee for a new case number as to this Office's Application/Petition for Emergency Appointment of Special Trustee that was filed in the Probate Court and removed to the Circuit Court per Order of the Honorable Sue Roe, Probate Judge, on July 29, 2009 (See attached) In that we have requested an emergency appointment by the court, a draft Order is enclosed for Judge Early's review

It has also been noted that our request for emergency appointment of a special administrator that was filed in the Probate Court was also removed by Judge Roe pursuant to a July 29, 2009, Order (See attached) It is our understanding that the authority for this removal was changed this past year by the amendment to Probate Code § 62-1-302(d)(1) and such a removal is no longer allowed (See attached) Based upon this change, I am copying Judge Roe on this correspondence and including a proposed Order for her review as to the emergency appointment of a special administrator

Filed 8-3-2009

Sue H Roe
Judge of Probate

By: H. G. McMaster

2639

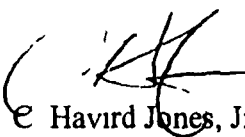
The Honorable Liz Godard

Page 2

July 30, 2009

Please advise of any questions you may have or any assistance we may offer

Very truly yours,



E. Havird Jones, Jr.
Senior Assistant Attorney General

CHJ,jr/shb

Enclosures

cc The Honorable Sue H. Roe
 Louis Levenson, Esquire
 Matt Bodman, Esquire
 Robert N. Rosen, Esquire
 David B. Bell, Esquire

STATE OF / /)
COUNTY OF /) PRENUPTIAL AGREEMENT

This Prenuptial Agreement is made this / / day of AUGUST , 2001, by and between Tommie Ray Hyne and James J Brown

WHEREAS, James J Brown has disclosed to Tommie Ray Hyne that he has certain income, property, and liabilities, and

WHEREAS, Tommie Ray Hyne has disclosed to James J Brown that she has certain income, property, and liabilities, and

WHEREAS, each party has full knowledge of all rights conferred by law upon him or her by virtue of the proposed marriage, but it is their desire that their respective rights be determined and fixed by this Agreement, and,

WHEREAS, the parties acknowledge that they have ascertained and weighed all the facts, conditions, and circumstances likely to influence their judgment in entering into this Agreement, that they have had the opportunity to seek advice, instruction, and explanation from independent counsel of their choice, that they have each given due consideration to such matters and questions, and, that they clearly understand and consent to the provisions of this Agreement, and that they are entering into this Agreement freely, voluntarily, and with full knowledge

NOW THEREFORE, in consideration of the mutual promises herein contained and the marriage about to be entered into, the parties mutually covenant and agree as follows

SECTION 1
Acknowledgement

James J Brown acknowledges that

(a) He is fully acquainted with the business and resources of Tommie Ray Hyne,

(b) She has answered all the questions he has asked about her income and assets,

(c) He understands that by entering into this Agreement he will receive, as her widower or in the event of divorce, substantially less than the amount he would otherwise be entitled to receive,

(d) He has at all times had the opportunity to receive the advice of counsel of his own

choosing,

(e) He has carefully weighed all the facts and circumstances, and desires to marry Tommie Ray Hyne regardless of any financial arrangements made for his benefit, and,

(f) He is entering into this agreement freely, voluntarily, and with full knowledge

Tommie Ray Hyne acknowledges that

(a) She is fully acquainted with the business and resources of James J Brown,

(b) He has answered all the questions she has asked about his income and assets,

(c) She understands that by entering into this Agreement she will receive, as his widow or in the event of divorce, substantially less than the amount she would otherwise be entitled to receive,

(d) She has at all times had the opportunity to receive the advice of counsel of her own choosing,

(e) She has carefully weighed all the facts and circumstances, and desires to marry James J Brown regardless of any financial arrangements made for her benefit, and,

(f) She is entering into this agreement freely, voluntarily, and with full knowledge

SECTION 2

Estate Waiver

Subject to the further provisions of this Agreement, neither of the parties, if surviving the other, nor such survivor's heirs, executors, administrators, and assigns shall make any claim to statutory distributive share, or any claim of any other nature whatsoever in and to any part of the estate of the other to which he or she might be entitled as surviving spouse were it not for the execution and delivery of this Agreement, and each party hereby waives, discharges, and releases

(a) all such rights as a spouse to share in or make any claim against the estate of the other to devolve in the same manner as if he or she had predeceased the other,

(b) any right, title, or interest whatsoever which he or she may acquire or be entitled to

acquire at any time hereafter by reason of their marriage in the property of the other or the other's estate under the laws of any state or country,

(c) any right of election against a decedent spouse's estate accorded pursuant to the laws of any state in which the parties may reside,

(d) any right as an omitted spouse pursuant to the laws of any state in which the parties may reside, and,

(e) any right to act as Personal Representative, Conservator, or Administrator of the other's estate

Nothing set forth herein, however, shall limit or otherwise affect either party's entitlement to receive such benefits as the other may voluntarily elect to provide for him or her by will or other instrument disposing of property upon death

SECTION 3 WAIVER OF PROPERTY SETTLEMENT AND ALIMONY

Each party expressly waives, discharges, disclaims, and releases any right, title, interest, or claim in or to (a) the other party's real or personal property, and (b) any non-marital property, as defined by the laws of any state where a domestic action is brought. Each party expressly agrees not to make any claim or demand for alimony and hereby waives any right to receive alimony, or other such payment of support, in the event of separation or divorce of the parties

SECTION 4 Separate Assets

Except as otherwise specifically provided herein, each of the parties shall hold in his or her own name and right, and keep and retain the sole ownership, control, and enjoyment of, any and all property, real, personal, and mixed, which he or she shall own at the time of said marriage or may thereafter acquire or receive as his or her own absolute property, without interference by or from the other party and in like manner as if said marriage had not taken place, and each party may dispose of said property during his or her life or by his or her last will or other testamentary disposition, to any legatee or legatees, or devisee or devisees, whom he or she may select (albeit to the exclusion of the other party), and in default of such will or other disposition, each party's entire estate, real, personal, and mixed, shall descend according to the statute of distribution then in force in this state relative to the distribution of intestate estates (or to the comparable statute of the state in which the party is domiciled at the time of his or her death) to

the exclusion of the other party, who shall in no event take any part as widow or widower, heir-at-law or next of kin, except to the extent provided in such will

SECTION 5
Income from, and Reinvestment of, Separate Assets

Any assets obtained by either party as a consequence of the use, investment, reinvestment, or any transfer of any portion of their separate estate, and any income therefrom, and any appreciation in the value thereof, shall remain part of such separate estate

SECTION 6
Separate Property, Debts

Each of the parties shall remain solely liable for any of the debts incurred prior to the marriage. The payment of any portion of the party's premarital debts by the other party shall not obligate the payor to make any further payments with regard to such debt, nor shall such payment create any interest in any property securing such debt unless the party owning the property acknowledges, in writing, that such payment creates any interest in such property, the writing need not be executed in the same manner as this Agreement

SECTION 7
Consequences of Commingling Income and Assets

(A) Notwithstanding the provisions of this Agreement that allow the parties to maintain their separate income and assets, the parties recognize that it is possible, through accident or intent, for their income or assets to become, or appear to be, commingled. It is the parties' intention that such commingling or pooling of assets not be interpreted to imply any abandonment of the terms or provisions of this Agreement and that the provisions contained herein addressing the parties' interest in jointly-held property be applied. In other instances each party shall be determined to be the owner of that proportion of the total fund of value of the assets in question which reflects the proportionate amount deposited or invested by each party

(B) Nor shall the fact that the parties may file joint state or federal income tax returns, or make gifts of property or cash to each other, or not account to each other with regard to the expenditure of the income, be interpreted to imply any abandonment of the terms and provisions of this Agreement

SECTION 8
Divorce

In the event that James J. Brown files for a divorce from Tommie Ray Hyne, then Tommie Ray Hyne shall be entitled to

receive from James J Brown Seventy-Five Thousand Dollars (\$75,000 00) as a full and final property settlement

In the event that Tommie Ray Hyne files for a divorce from James J Brown, then Tommie Ray Hyne shall be entitled to receive from James J Brown Fifty Thousand Dollars (\$50,000 00) as a full and final property settlement

SECTION 9

Voluntary Gifts to Spouse

Nothing contained herein shall in any manner bar or affect the right of either party to claim or receive any additional property of any nature and character that the other party, by last will and testament or other testamentary disposition, or by instrument executed or any act done during his or her life, may give, devise, or bequeath, or transfer, assign, or set over, to the other

SECTION 10

Amendment

During their joint lives and so long as the marriage has not been terminated by divorce, dissolution of marriage, or annulment, the parties reserve the right to amend this Agreement by an instrument in writing, executed by each of them before witnesses Any such amendment shall be valid and binding to the full extent as though the provisions of such amendment had been set forth herein

SECTION 11

Effective Date

The terms of this Agreement are intended to have effect only in the event that the contemplated marriage shall be entered into and shall be effective on that date

SECTION 12

Partial Invalidity

If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provisions) and the application thereof to other persons or circumstances shall not be affected thereby

SECTION 13

Supplementary Documentation

The parties agree to execute, acknowledge, and deliver from time to time such instruments as may be necessary or appropriate to release any right which either might have in the property of the other but for this Agreement, so as to enable the other to

make such transfer or other disposition of his or her property as he or she may from time to time desire in the same manner as if their proposed marriage had never been entered into

SECTION 14 **Counterparts**

This Agreement may be executed simultaneously in two or more multiple original copies, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement

SECTION 15 **Section and Other Headings**

The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement

SECTION 16 **Entire Agreement**

This Agreement embodies the entire understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof

SECTION 17 **Waiver**

The waiver by either party of a breach of any term of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof

SECTION 18 **Binding Agreement**

This Agreement shall inure to the benefit of and be binding upon the heirs, legatees, executors, administrators, successors, and assigns of the parties hereto

SECTION 19 **Attorneys' Fees**

In the event any action is brought to enforce, or for the breach of, any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees

SECTION 20 **Governing Law**

This agreement shall be construed in accordance with, and the rights and duties of the parties hereto shall be governed by, the laws of the State where the parties reside

IN WITNESS WHEREOF the parties have duly executed this Agreement
as of the date first above written

In the Presence of

Tommie Rae

John P. [Signature] (L S)

Jewel L. Libby

John P. [Signature] (L S)

STATE OF Georgia)
COUNTY OF Lincoln)

PERSONALLY appeared before me the undersigned who, on oath,
says that (s)he was present and saw the within named James J
Brown and Tommie Rae Hynle sign seal and as their acts and
deeds deliver the foregoing Prenuptial Agreement, and that (s)he,
with the other witness subscribed above witnessed the execution
thereof

[Signature]

SWORN to and subscribed
before me this 27 day of November, 2001

Frieda H. Carter
Notary Public for the State of Georgia

My Commission expires 8/1/04

JUL 22 2009

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PROBATE COURT

IN THE MATTER OF ESTATE OF JAMES BROWN
JAMES BROWN 2000 IRREVOCABLE TRUST

CASE NUMBER 2007-ES-02-0056

Decedent's Date of Death (if known) December 25, 2006
Decedent's Last Mailing Address 430 Douglas Drive
Beech Island, SC 29842

PROTECTIVE STATEMENT AND NOTICE OF CREDITOR'S CLAIM

Creditor Robert L Buchanan, Jr and Adele J Pope
Address c/o 212 Newberry Street
P O Box 463
Aiken, South Carolina 29802-0463
Telephone 803/649-2586

Basis of claim In accordance with Section 62-3-804(2)

Amount of claim

(a) Full PR/Trustees' commissions in the amount of \$4,993,151, with immediate deposit payment of \$2,153,983 plus interest at the legal rate from September 1, 2009, pursuant to Judgment dated January 8, 2008, in Case No 2007-CP-02-0122, together with all other relief sought in the Motion for Payment of Commissions and Related Relief and Joint Affidavit of Robert L Buchanan, Jr , and Adele J Pope Related to Commissions and Expenses dated June 24, 2009, supplemental Affidavit of Adele J Pope and Robert L Buchanan, Jr , Affidavit of Adele J Pope dated July 17, 2009, Complaint for Declaratory Judgment, Review of Compensation and Employment, Guidance as to Succession Plan, Approval of Accounting of PR/Trustees and for Order Granting Protection for Trustees upon Resignation dated May 22, 2009 and filed in this Court, which matters are now being heard in the Circuit Court for Aiken County in Case No 08-CP-02-1647, each of said referenced documents being incorporated herein by reference and made a part hereof as fully as if set out herein

(b) The relief requested herein, in addition to payment of PR/Trustees' commissions, with applicable interest, includes, but is not limited to, payment or reimbursement for all attorneys' fees incurred by Mr Buchanan and Ms Pope in connection with their service to the Estate of James Brown, the James Brown 2000 Irrevocable Trust and Brown Entities, including payment of all attorneys' fees and costs of the Forlando Brown Federal lawsuit referenced therein and all other relief requested therein

FORM #371PC (1/91)
62-3-804, 62-5-428

PAGE 1 OF 2

Filed 7-17-2009
Sgt. H. Roe
Judge of Probate
26486
[Signature]

JUL 22 2009

(c) Reference to the said documents is craved for a more specific description and detail of the claim

Date claim will become due (if not already due) Commissions now due Other amounts due or to become due as stated

Nature of uncertainty as to amount of claim and due date, if any

Description of any security as to claim

Signature

Date

Signature

Date

INSTRUCTIONS Claims must be filed with the Probate Court of this county and delivered or mailed to the Personal Representative appointed to administer the estate (see Section 62-3-803, 62-3-804 and 62-3-806 on reverse)

The law provides that a creditor has up to thirty days from mailing of notice of disallowance to file a petition for the allowance of the claim (Form #373PC) in the Probate Court or to commence a proceeding on the claim against the Personal Representative (see Section 62-3-806 on reverse) Failure to file such a petition or to commence such a proceeding will result in the claim being forever barred

SOUTH CAROLINA CODE OF LAWS, 1976 AS AMENDED

§ 62-3-803 Limitations on presentation of claims

"(a) All claims against a decedent's estate which arose before the death of the decedent including claims of the State and any subdivision thereof, whether due or to become due absolute or contingent, liquidated or unliquidated, founded on contract, tort, or other legal basis, if not barred earlier by other statute of limitations are barred against the estate, the personal representative the heirs and devisees of the decedent, unless presented within the earlier of the following dates

- (1) one year after the decedent's death or
- (2) within the time provided by Section 62-3-801(b) for creditors who are given actual notice, and within the time provided in Section 62-3-801(a) for all creditors barred by publication, provided, claims barred by the nonclaim statute at the decedent's domicile before the giving of notice to creditors barred in this State are also barred in this State

(b) All claims against a decedent's estate which arise at or after the death of the decedent, including claims of the State and any subdivision thereof whether due or to become due absolute or contingent, liquidated or unliquidated founded on contract tort or other legal basis, are barred against the estate, the personal representative, and the heirs and devisees of the decedent, unless presented as follows

- (1) a claim based on a contract with the personal representative within eight months after performance by the personal representative is due
- (2) any other claim within the later of eight months after it arises or the time specified in subsection (a) (1)
- (c) Nothing in this section affects or prevents
 - (1) any proceeding to enforce any mortgage, pledge, lien, or other security interest upon property of the estate, or
 - (2) to the limits of the insurance protection only, any proceeding to establish liability of the decedent or the personal representative for which he is protected by liability insurance, or
 - (3) collection of compensation for services rendered and reimbursement for expenses advanced by the personal representative or by the attorney or accountant for the personal representative of the estate "

§ 62-3-804 Manner of presentation of claims

"Claims against a decedent's estate may be presented as follows

- (1) The claimant may deliver or mail to the personal representative a written statement of the claim indicating its basis, the name and address of the claimant and the amount claimed and must file a written statement of the claim in the form prescribed by rule with

the clerk of the probate court. The claim is deemed presented on the first to occur of receipt of the written statement of claim by the personal representative or the filing of the claim with the court. If a claim is not yet due, the date when it will become due must be stated. If the claim is contingent or unliquidated, the nature of the uncertainty must be stated. If the claim is secured, the security must be described. Failure to describe correctly the security, the nature of any uncertainty, and the due date of a claim not yet due does not invalidate the presentation made.

- (2) The claimant may commence a proceeding against the personal representative in any court where the personal representative may be subjected to jurisdiction to obtain payment of his claim against the estate, but the commencement of the proceeding must occur within the time limited for presenting the claim, and the claimant must file a written statement of the claim as in (1) above with the clerk of the probate court. No presentation of claim is required in regard to matters claimed in proceedings against the decedent which were pending at the time of his death.
- (3) If a claim is presented under subsection (1), no proceeding may be commenced more than thirty days after the personal representative has mailed a notice of disallowance with warning of the impending bar, but, in the case of a claim which is not presently due or which is contingent or unliquidated, the personal representative may consent to an extension of the thirty day period, or to avoid injustice the court, on petition presented to the court prior to the expiration of such thirty day period, may order an extension of the thirty day period, but in no event may the extension run beyond the applicable statute of limitations."

§ 62-3-806 Allowance of claim

"(a) As to claims presented in the manner described in Section 62-3-804 within the time limit prescribed in Section 62-3-803, the personal representative may mail a notice to any claimant stating that the claim has been disallowed. If, after allowing or disallowing a claim, the personal representative changes his decision concerning the claim, he shall notify the claimant. The personal representative may not change a disallowance of a claim after the time for the claimant to file a petition for allowance or to commence a proceeding on the claim has run and the claim has been barred. Every claim which is disallowed in whole or in part by the personal representative is barred so far as not allowed unless the claimant files a petition for allowance in the court or commences a proceeding against the personal representative not later than thirty days after the mailing of the notice of disallowance of partial allowance if the notice warns the claimant of the impending bar. It is the responsibility of the personal representative to notify the claimant if a claim is disallowed."

ALSO SEE TITLE 62 ARTICLE 3 PART 8 (I E , SECTIONS 62-3-801 ET SEQ)

EXHIBIT A

STATE OF SOUTH CAROLINA In the Court of Appeals

APPEAL FROM AIKEN COUNTY Court of Common Pleas

The Honorable Doyet A Early, III Circuit Court Judge

Case No 2007-CP-02-0122

IN RE THE ESTATE OF JAMES BROWN A/K/A JAMES JOSEPH BROWN

Albert H Dallas and Alfred A Bradley,
Trustees of the Irrevocable Trust Agreement
of James Brown

Appellants,

v

Adele J Pope and Robert L Buchanan, Jr
Putative Trustees of the Irrevocable Trust
Agreement of James Brown

Respondents

BRIEF OF RESPONDENTS

Tressa T H Hayes
Shipley & Hayes, PC
445 Meeting Street
West Columbia, SC 29169
Telephone 803-794-7588
Facsimile 803-739 2024

James D Bailey
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Attorneys for Respondents

FILED 1-21-09
- - James D Bailey
- - Attorneys
Aneta Knoepfle 215
Deputy Clerk ABN

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STATEMENT OF ISSUES ON APPEAL

- I Where the parties entered into a binding agreement and the circuit court accepted Appellants' voluntary resignations as trustees, the agreement is valid on its own and the consent order is unappealable**
- A The order accepting resignations is unappealable because it was entered with consent
 - B The agreement between parties is binding because there was no fraud or mistake
 - C Assuming *arguendo* that the court lacked subject matter jurisdiction to enter a consent order in this case, the agreement itself is nonetheless valid because the Trust Code does not require court approval of trustee resignations, and Appellants are estopped from attempting to withdraw their resignations and agreement
- II The circuit court had subject matter jurisdiction, personal jurisdiction, and legal authority to follow the provisions of the Estate Plan by accepting Appellants' resignations and appointing Respondents as trustees**
- A Subject matter jurisdiction was obtained by the circuit court through statutorily authorized *sua sponte* removal by the probate court
 - B The removed proceedings had been appropriately commenced in probate court by the filing of petitions, and Appellants had waived personal service of summons by voluntary appearance and submission to statutorily mandated personal jurisdiction
 - C Both the law and Mr Brown's Estate Plan authorized court appointment of successor trustees where resigning trustees had not appointed successors and where no Trust Advisory Board existed at the time of their resignation
- III The circuit court properly declined to recuse itself where Appellants made no showing of extrajudicial bias or prejudice and where judicial economy indicated the court's retention of jurisdiction**

STATEMENT OF THE CASE

Celebrated entertainer James Brown died on December 25, 2006, as a resident of Beech Island, South Carolina. Mr. Brown left an estate plan consisting of a Will and the James Brown 2000 Irrevocable Trust (the “2000 Trust”), both executed on August 1, 2000 (the “Estate Plan”). He had very little formal education himself but had a deeply profound commitment to the education of children. Mr. Brown spent years formulating a plan that would preserve his legacy by providing needy and deserving children with funds necessary to obtain an education. He honored his home state of South Carolina by providing that The James Brown “I Feel Good” Trust, the vehicle for his perpetual legacy, would be a South Carolina private charity.¹

Appellants and David G. Cannon accepted designated trusteeships on the date of the 2000 Trust’s creation. By accepting the trusteeship of a trust having its principal place of administration in South Carolina, they submitted to the personal jurisdiction of the courts in this State regarding any matter involving the trust.² They further submitted to jurisdiction of the court in any proceeding related to the Estate by accepting appointments as Personal Representatives on January 18, 2007.³

¹The “I Feel Good” Trust is a subtrust of the 2000 Trust. In the discretion of the trustees, it could have been funded during Mr. Brown’s lifetime. It was not. It was required to be created as a qualified charity at his death (even prior to funding). When funded, the “I Feel Good” Trust will contain Mr. Brown’s entire residuary estate and all net assets of the 2000 Trust less approximately \$2 Million, which goes into the Education Trust for Brown’s grandchildren. (Will Item II, R. p. 2689; Trust Art. VII, R. p. 2669; App. For Rec., R. pp. 2731-2747). If current challenges to the validity of the Will and 2000 Trust are successful, the “I Feel Good” Trust will not receive anything.

S.C. Code Ann. Section 62-7-202(a)

³S.C. Code Ann. Section 62-3-602

On January 24, 2007, an Emergency Petition was filed by certain family members of Mr. Brown, and served on Appellants' attorneys of record. The Petition, in part, alleged

Additionally, petitioners show and aver that all of the personal representatives have not qualified as trustees nor have all accepted their positions of trust since August 1, 2000, they have never properly funded the subject alleged trust, have failed to maintain such trust separate and apart from other assets of the purported beneficiary of the trust, James Brown, have mismanaged and otherwise dissipated assets and income of the trust to the detriment of James Brown, the life beneficiary of the alleged trust.

Thereafter, various cases involving Mr. Brown's estate and the 2000 Trust were commenced in the probate court for Aiken County. Most were commenced by petition. Most did not designate plaintiffs or defendants in the caption. After being filed in the probate court, these contested matters were removed to circuit court *sua sponte* by the Honorable Sue H. Roe, Probate Judge.⁴ After removal, certain pleadings continued to be filed in the probate court and were thereafter removed to circuit court either by order or return. In the circuit court, most captions contained only a reference to the Estate of James Brown, without regard to the parties.

Most cases removed to circuit court were assigned to Case No. 2007-CP-02-0122 ('Case 122'). By April 8, 2008, Case 122 included the January 24, 2007 Petition to Remove Dallas, Cannon and Bradley, the Application/Petitions for Special Administrator filed on February 1 and February 5, requests for accountings⁵, an Elective Share/Omitted Spouse Petition, a Declaratory Judgment Petition⁶, various petitions by putative children not

⁴See, for example, Order dtd. 1/26/07 (R. p. 1).

Appellants were ordered to submit an accounting for the Trust on April 8, 2008. They have not complied with the order or preserved that issue for appeal.

⁶ This Petition and subsequent orders were the subject of this Court's earlier inquiry into and permitting allowance of the Christie's sale. See Orders of the Honorable Jasper M. Cureton dated July 9 and July 14, 2008 (R. pp. 177-179).

included in Mr. Brown's Estate Plan, and various contempt proceedings related to resigned Personal Representative and Trustee ('PR/Trustee') David G. Cannon, and others

This matter began under the following caption

IN RE JAMES BROWN AKA
JAMES JOSEPH BROWN

Neither the initial pleadings, filed on January 24, 2007, nor the initial Order for Removal dated January 26, 2007, was limited to either the Estate or the 2000 Trust. The pleading encompassed both the Estate and Trust.⁷ (Pet. 1/24/07, R. pp. 160-188, Rem. Order 1/26/07, R. p. 2.)

For more than a year the parties have conducted discovery and joint hearings under the Case 122 caption. Much of Case 122 became known as the "Removal/Appointment/Accounting" proceeding, a reflection of its subject matter. Two matters related to the Removal/Appointment/Accounting case are now before this Court:

- a. the appeal of David G. Cannon, which he is now pursuing *pro se* (Cannon Order dtd 12/18/07, R. pp. 56-64),
- b. the appeal of Messrs. Dallas and Bradley, which is the subject of the current appeal and this brief.

By direction of the circuit court and otherwise, matters removed to the circuit court have been developed and expanded by motions of the Interested Persons addressed to the circuit court.⁸

⁷ At no point thereafter the word "Estate" began to be used in the caption. No order or findings support this change.

⁸ See S.C. Probate Code Section 62-1-302(d), which provides that matters removed to circuit court proceed *de novo*. The issues and parties expand and contract accordingly.

The interested Persons⁹ who have appeared in the various cases collected under Case 122 have alternately been petitioners and respondents. Parties such as M&T Bank have joined in the Case 122 proceedings and parties such as Cannon are no longer Interested Persons in some of the Case 122 matters.

The Interested Persons in Case 122, their current positions, and counsel are

- 1 Albert ("Buddy") Dallas, David G. Cannon and Alfred A. Bradley, resigned PRs/Trustees. Represented by Massey, Thurmond & Miller (1/07 - 2/07), Peebles, (1/07 - 8/07), Hammond & Tucker (2/07 - 8/07), Lewis, Babcock, King & Harling (2/07 - 10/07), Jackson (7/07 - 2/08), Byrd, Byrd (Barrett, Ott)¹⁰ (2/08 present), Huff (Cannon only) 9/07, Bland Richter (Cannon only) (10/07 - 3/08), Lydon¹¹ (Cannon only) (3/07 - present).
- 2 Tommie Rae Hynie Brown - Putative Spouse¹². Claims Elective Share/Pretermitted Spouse rights, has contested Will and Trust. Represented by Rosen, Medlin, Carter, Morris, Michel (2/07 - present).
- 3 Daryl Brown, Venisha Brown, Larry Brown, Deanna B. Thomas, Yamma Brown (Lumar), and their 7 children - acknowledged children of James Brown, and their children. Sought removal and accountings of Dallas, Cannon and Bradley. Have contested Will and 2000 Trust in what is now Case No. 2008-CP-02-0872. Represented by Levenson (1/07 - present).
- 4 Terry Brown, and grown children, Forlando and Romunzo Brown - acknowledged child of James Brown. Represented by Levenson (1/07 - 3/07), Bell (3/07 - present), Maxwell (3/07 - 2/08), Bodman (2/08 present).
- 5 I. B. [REDACTED], Jeannette Mitchell and C. Nicole Parris, and others. Putative children - filed various Heirs petitions and claims, now Part of Case 122.

⁹ Interested person includes heirs, devisees, children, spouses, creditors, beneficiaries, personal representatives, other fiduciaries, and any others having a property right in or claim against a trust, estate or the estate of a decedent. S.C. Probate Code Section 62-1-201(20).

¹⁰ Byrd and Byrd also represent Dallas and Bradley in petitions filed claiming approximately \$10.5 Million against the Estate which were incorrectly filed in Case 122 and recently assigned a different case number.

¹¹ Lydon represents Cannon in his petition seeking approximately \$6 Million from the Estate. Cannon asserts he is now pro se in Case 122 (Tr. 4/25/08 p. 14; R. p. 2049; Tr. 3/7/08 pp. 61-63; R. pp. 1929-1931).

¹² But see *Lukich v. Lukich*, Op. No. 26541 (SC Filed Sept. 8, 2008).

Represented by T B [REDACTED] Slotchiner (CAL) and Shal d, Mitchell and Parnis - Griffin and Kirkland¹³

- 6 Robert L. Buchanan, Jr. and Adele J. Pope – appointed Special Administrators (SAs) on March 7, 2007 Appointed PR/Trustees on November 20, 2007 Represented by Bailey (12/07 - present), Hayes (7/08 - present, for appeal)
- 7 The Attorney General of Georgia - Asst AG Grace E Lewis Admitted *pro hac vice* orally September 24, 2007 under S C Attorney General *Pro hac vice* admission revoked February 7, 2008 with consent of S C Attorney General Not appealed (Tr 2/7/08 pp 93-113 R pp 1703-1723)
- 8 The Attorney General of South Carolina - Sr Asst AG Havird ('Sonny') Jones, Asst AG Mary Frances Jowers (September 24 2007 - present)

Between January 24 and February 5, various Interested Persons filed petitions in the probate court for the removal or restraint and accountings by Cannon, Dallas and Bradley and for the appointment of a Special Administrator (Pet 1/24/07 R pp 160-188, Pet 2/1/07 R pp 189-197, Pet 2/5/07, R pp 198-216) The Petitions were removed to circuit court

A hearing was held in circuit court on February 9, 2007 The PRs/Trustees appeared in person and with counsel Peebles, Massey and Thurmond (Tr 2/9/07 p 4, R p 1143) On February 19, 2007, the circuit court issued an Order notifying the parties that a Special Administrator (SA) would be appointed out of an abundance of caution The February 19 Order contemplated continuing court jurisdiction and oversight of the issues raised in the various petitions, including the selection process for a special administrator (SA Petition Order 2/19/07, R pp 5-10)

¹³ Also pending since December 2007 are four separate contests of Mr. Brown's Estate Plan brought by Hynie Brown and six of his children – two to contest the Will and two to contest the Trust All four were removed to circuit court *sua sponte* and placed in Case 122 The Hynie Brown cases are still part of Case 122 The children's suits by consent Order were consolidated and assigned case No. 2008-02-CP-0872

On March 7, 2007, after a nomination process in which Cannon, Dallas and Bradley participated, Robert L. Buchanan, Jr. and Adele J. Pope, both attorneys, were appointed SAs (Order 3/7/07, R. pp. 11-13). The SAs were given a limited non-fiduciary oversight role and were directed to work with the PRs. Where they could not obtain agreement, the SAs were required to move the court for guidance. The March 7 Order clearly continued the court's oversight and inquiry into matters of impropriety of the PRs/Trustees alleged by interested persons. It did so by imposing certain sale or disposition limits on the PRs/Trustees, requiring the SAs to work with the fiduciaries, and directing that the SAs file motions to resolve matters as to which they and the PRs/Trustees could not reach agreement (Order 3/7/07 pp. 1-2, R. pp. 11-12).

On April 16, 2007, a petition for accounting against Dallas, Cannon and Bradley was filed in the Court by several family members. Through counsel, the three accepted service, answered and objected to the relief sought (Pet., R. pp. 217-255, Notice, Acceptance of Service, R. pp. 256-262).

On June 5, 2007, the SAs moved to obtain access to books and records of the Estate, the 2000 Trust and Brown Entities necessary to evaluate estate and gift tax and administration issues.¹⁴ (Mtn 6/5/07, R. pp. 263-266)

On June 12, 2007, the SAs moved to terminate the Greenberg Traurig law firm ("GT") as counsel in litigation brought by GT in New York against the Pullman Group, LLC (the "Pullman Litigation"), and obtain new counsel. The motion was based on GT's potential financial stake in a sale of Mr. Brown's royalties which arose after the Pullman Litigation.

¹⁴ Brown Entity was later defined to broadly include various Brown companies and entities in which the Estate or Trust had an interest. Order 6/22/07.

began (Mtn and Rec, R pp 267-274) The PRs/Trustees opposed the GT term that o not o1 (Return, R pp 275-303)

At the June 13 hearing, the SAs outlined the need for access to both Estate and Trust records (Tr 6/13/07 pp 2-9 R pp 1207-1214) Other matters such as the GT potential conflict were presented to the court (Tr 6/13/07 pp 15-23, R pp 1215-1223) On June 22, 2007, the circuit court directed the PRs/Trustees to give the SAs access to the books and records of the Estate Trust and Brown Entities (the Access Order) No reconsideration or appeal of the Access Order was sought (SAs Access Order 6/22/07, R pp 14-22) A June 25, 2007 Order terminated GT as counsel in the Pullman Litigation (GT Order 6/25/07 Vol I Supp R pp 1-6) No reconsideration or appeal of the GT Order was requested¹⁵

On July 17, 2007, the SAs were given access to the checkbook of the 2000 Trust for the first time They discovered that \$900,000.00 had been misappropriated and placed in the 2000 Trust's account in 2006 By December 28, 2006, Cannon had removed the entire \$900,000.00 from the Trust's account¹⁶ (Aff Pope 2/18/08, R pp 2425-2514)

On July 27, 2007, the SAs moved the court to temporarily remove one or more PRs and Trustees for a serious breach of trust in connection with the \$900,000.00 taking (Mtn Rec 7/27/07, R pp 304-308)

On August 3, 2007, the PR/Trustees filed affidavits in which all claimed that only Cannon had knowledge of the \$900,000.00 misappropriation (Affs, Cannon, Dallas, Bradley, 8/3/07, R pp 2054-2061) Between August 3 and 10, 2007, the PR/Trustees

¹⁵ New counsel in the Pullman Litigation represented Cannon, Dallas and Bradley as representatives of the Estate Trust and Brown Entities until their respective resignations

¹⁶ Of the \$900,000.00 taking, \$180,000.00 was paid to a valid creditor. The \$900,000.00 check, however, belonged to the TIAA Trustee. The \$180,000.00 bill should have been paid by them.

negotiated an agreement with the SAs regarding Cannon's resignation and the continuation of Dallas and Bradley's service. (Aff. Pope 2/18/08 R. pp. 242, 2514) The Agreement required Cannon to return \$350,000.00 of the misappropriated funds by August 10, 2007.¹ Dallas and Bradley accepted restrictions as PR/Trustees. In exchange for the additional safeguards, the SAs, without knowledge of undisclosed events, agreed to support Dallas and Bradley in requesting a delay in their removal hearing.

The Agreement was stated on the record at the August 10 hearing by Pope and Jackson. (Tr. 8/10/07 pp. 7-30 R. pp. 1225-1248) The record and Order confirmed that Cannon, Dallas and Bradley entered into the Agreement PR/Trustees and as fiduciaries/officers and directors of the Brown Entities. (Tr. 8/10/07 pp. 8, 10, 12, 13 R. pp. 1226, 1228, 1230, 1231 Cannon Rem. Order 8/10/07 R. pp. 23-32.)

All Interested Persons consented to the August 10 Agreement. Cannon returned the \$350,000.00, which was delivered to the Court by counsel for Dallas and Bradley. (Tr. 8/10/07 p. 47 R. p. 1249) After the record was closed, all counsel participated in preparing a draft order. The court entered its order the same day. (Order 8/10/07 R. pp. 23-32.)

The August 10 Agreement and Order directed Cannon to file an accounting of his acts as PR and as Trustee. He has not done so.¹⁸ (Order 8/10/07 R. pp. 23-32.) The Order also terminated a number of attorneys and accountants for the Estate and Trust, several of

¹ The \$350,000.00 returned on August 10, 2007 represented the amount which was taken from the Trust's account on December 28, 2006, 3 days after Mr. Brown's death. (Motion and Recommendation dtd 7/27/07 R. pp. 304-308.)

¹⁸ The August 10 Agreement and Order applied to all actions of the Estate, Trust, and its PRs/Trustees. It delayed attempts to remove Dallas and Bradley as PRs/Trustees. It disqualified them from acting as PRs/Trustees in conflict situations. Where a conflict was identified, the SAs would act and would assume fiduciary responsibility. (Tr. 8/10/07 pp. 20-21, 27-28 R. pp. 1238, 1239, 1245, 1246 Cannon Removal Order 8/10/07 R. pp. 23-32.)

whom had been closely associated with Cannon including William Hammond and Phil Farr CPA.¹⁹ None of the parties sought timely reconsideration or timely appeal of the August 10 Order.²⁰

On August 19, 2007, Dallas and Bradley, as both PRs and Trustees, joined the SAs in seeking a consent order by which M&T Bank gave the Estate a loan of \$100,000.00 to assist with the recovery of funds from Cannon. (Consent Order 8/19/07 pp. 2-3, R. pp. 34-35).

On August 27, 2007, Dallas and Bradley, as both PRs and Trustees, filed a Motion for Cannon to account as PR/Trustee. That matter is still pending. (Mtn. 8/27/07 R. pp. 311-312.)

On August 31, 2007, Dallas and Bradley, as both PRs and as Trustees, filed a motion to have the court declare Mr. Brown's company, James Brown Enterprises, Inc. (JBE, Inc.), an asset of the Estate and not of the 2000 Trust. (Mtn. 8/31/07 R. pp. 313-338). Supporting the motion were JBE, Inc.'s tax returns for 2000-2005 showing Brown individually to be the owner and an affidavit of the terminated CPA, Phil Farr. (Aff. Farr 9/24/07 R. pp. 2066-2185.) That matter was pending when they resigned.

¹⁹ William Sellars was named as the accountant for the Estate/Trust and Brown Entities.

²⁰ After Dallas and Bradley resigned seven months after consenting to the August 10, 2007 Order, they moved for reconsideration. (Motion Reconsideration, dtd. 3/15/08 R. pp. 1070-1072.) Respondents and others opposed the Motion as untimely.

Cannon Dallas and Bradley each filed claims against the Estate of James Brown in September 2007. These claims total about \$16 Million.¹ (Aff. Pope 12/14/07, Ex. H, I, J, R pp. 2201, 2215, 2261, 2271.)

On September 24, the SAs asked the Court to freeze, impound or otherwise preserve Cannon's assets. The filings asserted that losses by Cannon were believed at that time to exceed \$7 Million. (Add'l Rec. SAs 9/24/07, R. pp. 339, 341.)

At the September 24 hearing, Dallas and Bradley argued that JBE, Inc. was never properly transferred to the Trust. (Tr. 9/24/07 pp. 44, 48, R. pp. 1257, 1261.) Dallas, Bradley and all Brown family members stipulated that the only assets properly transferred to the 2000 Trust before Mr. Brown's death were the Beech Island Home Estate (Beech Island) and possibly \$50,000. (Tr. 9/24/07, Ex. P, 3, R. pp. 1250, 1262, 2719, 2727.)

On October 2, 2007, the circuit court ordered Cannon to return an additional \$350,000.00 of the misappropriated money.²² (Order 10/2/07, R. pp. 43, 49.) On November 2, 2007, the SAs moved to engage counsel to represent the Estate and 2000 Trust to recover losses to the Estate/Trust and Brown Entities since January 1, 1999. (Motion dtd 11/2/07, R. pp. 342, 345.) On November 9, 2007, an amended petition for removal of Dallas and

¹ The claims were disallowed by the Estate. Each has filed suit, and the matters are now pending in circuit court.

²² Cannon asserted that he was unable to return the \$350,000. He had, however, wired \$866,000.00 to Honduras around August 16, 2007, to prepay for a fully furnished retirement home to be completed in late 2008. After being held in wilful contempt, Cannon was ordered to leave his passport with his counsel. Bland and Richter were relieved as counsel on the basis that they could not fulfill their duties to both the client and the court. Cannon's *pro se* appeal is pending before this Court. (Cannon Order dtd 12/18/07, R. pp. 56, 64, Passport Order dtd 2/20/08, Supp. R. pp. 86A.)

Bradley asserted that among other acts and omissions Dallas and Bradley had willingly failed and refused to account for their acts for at least the last 6 years wherein they purport to claim they were co trustees under the [2000 Trust] (Amd Mtn 11/9/07 R pp 349 351)

On November 15 2007 the SAs and PR/Trustees jointly requested court permission for the Estate and 2000 Trust to maintain certain combined accounts which was granted ²³ (Tr 11/15/07 pp 43 80 R pp 1297 1334 Order 11/20/07 R pp 50 51) Cannon and Farr testified at length (Tr 11/15/07 pp 1 12 289 R pp 1263 1266 1543) The hearing lasted all day and was recessed until November 20 2007

On November 19 2007 Dallas and Bradley as PRs and Trustees moved to dismiss the amended petition for their removal (Mtn Dism 11/19/07 R pp 832 833) On the same day the Georgia AG also filed a motion to dismiss the amended petition to remove Dallas and Bradley ²⁴

On November 19 2007 the SAs moved for relief in the various matters which had come before the circuit court and had been assigned to Case 122 They asked tl at the parties be designated in the captions (Mtn SAs 11/19/07 R pp 834 841)

²³ The combined accounts as requested and allowed provided all Interested Persons with information about the account They never have and never will contain any funds of the charitable subtrust (which has no funds at this time) Records are maintained of the various deposits and payments Once ownership of assets and proceeds are determined and expenses allocated the account will be segregated This is allowed by the Trust (Trust Article X R pp 2672 2676)

The Georgia AG's Motion to Dismiss did not include the signature of the SC AG

On November 20, 2007, the November 15 hearing was reconvened in Bamberg. Hammon testified (Tr. 11/20/07 pp. 324-348, 353-354; R. pp. 1551-1575, 1580-1581). Then Dallas and Bradley, in open court, resigned as PRs/Trustees and officers and/or directors of all Brown Entities except Geronimo LLC.²⁵ (Tr. 11/15/07 pp. 398-408; R. pp. 1604-1614). The court appointed Buchanan and Pope as Personal Representatives and Successor Trustees (PRs/Trustees) with all authority and duties under the Will and 2000 Trust except the obligation to appoint a third PR/Trustee. The written Order confirming the acceptance of the resignation was issued the same day as was the probate court's Certificate of Appointment.²⁶ (Order 11/20; R. pp. 52-55; Certif. Appt. 11/20/07; R. p. 2730).

After their resignations in open court, Dallas and Bradley requested and received a lengthy conference in chambers on the record regarding the future of the James Brown Legacy. Dallas presented witnesses Terry Cox and Toby Byron. Dallas, Cox, and Byron testified about their vision of the James Brown Legacy under oath. The court limited attempted challenges to their statements. (Tr. 11/20/07 pp. 423-454; R. pp. 1616-1647).

On November 28, 2007, Respondents, as PR/Trustees, filed a declaratory judgment action which was removed to circuit court and became part of Case 122. They sought, among other things, a declaration that there was no probable cause to contest either the Will or the

Dallas claims a 5% interest in Geronimo and Cannon a 17% interest. The 2000 Trust owns at least 51%.

²⁶ The November 20 Order contains the date November 19, but it is undisputed that this is a typographical error.

2000 Trust and that the *In Terrorem* clause of the Will was applicable to anyone contesting the Will or Trust (Cmpl DJ R pp 846 858)

On November 30 2007 Appellants filed a motion to alter amend and reconsider the November 20 Order in certain respects ²⁷ It was opposed by all Interested Persons

On December 14 2007 the S C Attorney General filed an objection to the appointment of Buchanan and Pope as Personal Representatives/Trustees (Obj SC AG p 2 R p 924) The S C AG s objection was based on a misapprehension that it was Buchanan and Pope rather than Dallas and Bradley who asked the court to determine JBE Inc to be an asset of the Estate and not the Trust The motion relied on affidavits of Dallas Bradley and Hammond as to their conflicts with the SAs position (Obj SC AG p 4 R p 926)

On or about December 14 and 17 Pope and Buchanan filed affidavits outlining in detail the challenges and problems they encountered in working with Cannon Dallas and Bradley while serving as SAs and asked for an order granting compensation (Aff Pope 12/14/07 R pp 2201 2322 Aff Buchanan 12/17/07 R pp 2323 2335)

The Georgia AG also took various positions to protect Cannon Dallas and Bradley See for example Emergency Motion for Stay 12/13/07 (R p 917 922) The Georgia AG did not however appeal the circuit court s revocation of its *pro hac vice* status The S C AG s objection to the Respondents Appointment was based on procedural argument and false information (from Dallas and Cannon) about the Advisory Board The SC AG has no asserted that the PR/Trustees are improperly managing the Estate/Trust or failing to defend the Estate Plan (Tr 3/7/08 p 9 R p 1878) Respondents assert that the S C AG has not timely preserved its objections if any to either the removal of Dallas and Bradley or their appointments as PR/Trustees

On December 18, 2007, Buchanan and Pope withdrew the motion of the prior PR/Trustees to declare JBE, Inc., an asset of the Estate because evidence had rendered Mr. Bradley and Dallas' motion improvident. (Withdrawal of Mt. 12/18/07 p. 2, R. p. 935).

On December 20, 2007, Appellants filed a motion asking The Honorable Doyet A. Early III, Judge of Circuit Court, to recuse himself and appoint another judge to hear the recusal motion. (Mtn. Recusal R. pp. 937-985; Mtn. Appt. Jdg. Supp. R. 985A). The motion was vigorously opposed, and the alleged facts challenged. (Tr. 1/4/08 pp. 20-43, 48; R. pp. 1660-1683, 1688; Tr. 2/20/08 pp. 35-55; R. pp. 1832-1852; Affs. Carter 1/2/08; Rosen 1/08; Medlin 1/08; Freeman 12/31/07; Smoak 1/1/08; R. pp. 2371-2387). Judge Early denied the motions during hearings on January 4 and 9, 2008. At the request of new counsel for Appellants, he delayed entry of a written order. After new counsel requested that the court proceed with a written recusal order, it was issued on February 19, 2008, and filed on February 20, 2008.

In December, 2007, six of Mr. Brown's seven acknowledged children and Tommie Rae Hynie Brown challenged the validity of both the Will and 2000 Trust, claiming Mr. Brown's \$85.6 Million gross assets for themselves.²⁸

On January 4, 2008, Buchanan and Pope filed a return and opposition to all motions to vacate, alter, amend or reconsider the November 20 Order, supported by Affidavits. (Ret. Recon. 1/4/08; R. pp. 1007-1020; Aff. Buchanan 1/7/08; Aff. s. Pope 1/6/08, 1/7/08; R. pp.

²⁸ Dallas and Bradley have valued Mr. Brown's assets at the time of his death at a gross value of \$85,663,562.99 Million. Respondents are defending against claims in excess of \$46 Million, including approximately \$16 Million in claims asserted by Cannon, Dallas and Bradley.

2388 2597) The circuit court bifurcated the reconsideration motions first granting a hearing on the return of Dallas and Bradley on February 20, 2008.

On or about February 18, 2008, Buchanan and Pope submitted supplemental affidavits recounting in detail the more than \$12 Million of losses from Cannon, Dallas and Bradley between 1999 and 2007 (Ex B to Aff Pope 2/08, R pp 2425, 2440, 2442, 2455), the false statements made by Cannon and Dallas, the violations of Orders by Cannon, Dallas and Bradley, the failure of Cannon, Dallas and Bradley to take even minimal steps to properly administer the Estate and Trust, the discovery of the \$900,000.00 taking, the attempts to move the situs of the 2000 Trust to Georgia while delaying their access under the Access Order, the improprieties of CPA Phil Farr and the contacts Dallas, Hammond and Cannon had made with the AGs (Aff Buchanan 2/08, Aff Pope 2/08 w/atts, R pp 2425, 2589).

On March 7, 2008, the court denied Appellants' request to withdraw their resignations as Trustees and proceeded with a full hearing on reconsideration of the appointment of Buchanan and Pope (Order 3/7/08, R pp 87, 107).

At the March 7 hearing, Dallas testified that in January 2007, five members of an Advisory Board (AB) were appointed, and Katz and Copsidas were appointed in March 2007. He was also questioned about Mr. Brown's designation of Deanna Thomas and others to the Advisory Board. Dallas admitted that no AB members had ever accepted in writing. Among other testimony, Pope testified that Dallas and Bradley informed her in November 2007 that there was no AB (Tr 3/7/08 pp 29, 179, R pp 1897, 2044). No resolution o

written evidence that an AB was in place on November 20, 2007, was presented at the hearing or before the final order presently on appeal.

By Order dated April 6, 2008, and filed April 10, 2008, the court denied all motions to reconsider, amend or vacate the November 20 Order and confirmed Buchanan and Pope as PRs/Trustees with all authority and obligations under the Will and 2000 Trust.²⁹ The April 8 Order specifically named the Interested Persons who are parties to the Removal/Appointment/Accounting proceeding and directed that a corrected caption reflecting these parties be used in all future filings. The April 8 Order also found that there was no properly constituted Advisory Board which could have advised with respect to the selection of the Successor PR/Trustees. (Order 4/8/08, Ex. A, R. pp. 108-156)

No party, including Appellants, has timely challenged Respondents' appointment as PRs under the terms of the Will. Nor has any party asserted that the parties to the Removal/Appointment/Accounting matter are not properly identified in the caption contained in the April 8 Order.

Notices of appeal of the Orders dated November 20, March 7, and April 8 were filed by Appellants on May 9, 2008. The within appeal followed.

On July 9, 2008, Appellants filed certain documents in this Court attempting to prevent the Christie's sale, which had been ordered by the circuit court as part of the

²⁹ Buchanan and Pope were not required to appoint a third Trustee.

November 28, 2007 declaratory judgment action.³⁰ After granting a temporary stay, the Honorable Jasper M. Cureton, Judge of this Court, reviewed the parties' affidavits and memoranda and issued an Order dated July 14, 2008, allowing the Christie's sale to proceed and granting certain interim relief to Respondents. (Ct. App. Order 7/14/08, R. pp. 157-159.)

All except three of Mr. Brown's acknowledged descendants are challenging the validity of both his Will and the 2000 Trust. If successful, they will destroy his Estate Plan. The remaining three are actively seeking the return of Cannon, Dallas and Bradley as Mr. Brown's fiduciaries. Respondents did not seek, but now have, now have the substantial responsibility of being the only persons (1) vigorously defending Mr. Brown's Estate Plan against challenges to its validity which are an affront to [his] wishes to be challenged as such by [his] fiduciaries (Will Item X, R. p. 2692; Trust Article XXI, R. p. 2680) (2) as directed by Article III of the Trust, defending against claims of any past or future spouse of Mr. Brown (3) attempting to recover losses of more than \$13 Million to Mr. Brown and his Estate Plan since 1999, and vigorously defending against more than \$45 Million of claims including about \$16 Million by Cannon, Dallas and Bradley.

³⁰ The Christie's sale action was tried as part of Case 122, Dallas, Bradley, Tommie Rae Hynie Brown and certain members of the family at various stages worked to stop, delay and challenge the Christie's sale of certain Brown memorabilia. (Ret. of Resp. and Joint Aff. of Buchanan and Pope dtd 7/11/08 filed in this Court, R. pp. 2605-2637.)

STATEMENT OF THE FACTS

Respondents incorporate herein all of the facts set forth in their Statement of the Case. In the 1990s, two of James Brown's children sued him over royalties to certain of his more than 800 published songs. In January 1996, Mr. Brown's third wife, Adrienne, died.³¹ Mr. Brown began a relationship with Tommie Rae Hynie in 1997 without knowing that Hynie was already married to Javed Ahmed.

Mr. Brown implemented his charitable plan in 1999 by executing a Will and Revocable Trust which devised most of his Estate at death to South Carolina Educational Institutions (1999 Will, Rev. Trust, R. pp. 2638-2662). The following actions taken by Cannon, Dallas and Bradley between 1999 and Mr. Brown's death are not disputed in the record of this case:

Mr. Brown borrowed \$26 Million on a royalty-backed note in 1999. He pledged future royalties from his most successful songs to the New York Teacher's Union (TIAA) to repay the loan. Cannon received \$4.9 Million of Mr. Brown's TIAA proceeds (Tr. 11/15/07, pp. 74-77; R. pp. 1328-1331). There is no evidence that Mr. Brown ever learned of this \$4.9 Million transfer, and Cannon has exercised his Fifth Amendment rights when questioned about his income (Tr. 11/15/07, pp. 208-209; R. pp. 1313-1462).

In 1999, \$10.5 million of Mr. Brown's TIAA proceeds was deposited in an account at Morgan Stanley in the name of JBE, Inc.

³¹ Adrienne Brown is listed on Mr. Brown's death certificate as his last wife.

On August 1, 2000, Mr. Brown modified his Estate Plan by the execution of a new Will and the James Brown 2000 Irrevocable Trust (2000 Trust, R pp 2663-2683).³² Cannon, Dallas, and Bradley were designated as Trustees. They were also named Personal Representatives under the Will.³³ They were Mr. Brown's personal friends, his attorney (Dallas), and accountant (Cannon), and were individuals in whom Brown placed a great deal of trust.

In 2000, Mr. Brown contributed \$50,000 and Baccus Island to the 2000 Trust. James Brown also signed Schedule A to the 2000 Trust showing JBE, Inc. as transferred to the Trust. He also signed resolutions and documents authorizing Dallas to reissue his JBE, Inc. stock in the name of the 2000 Trust.³⁴ Dallas failed to reissue the JBE, Inc. stock in the name of the 2000 Trust.

Cannon testified that the \$10.5 Million Morgan Stanley account, as part of JBE, Inc., was transferred to the 2000 Trust (Tr 11/15/07 pp 23-25, 129-171, R pp 1277-1279, 1383).

³²The "I Feel Good" Trust is a subtrust of the 2000 Trust. Not having been funded during Mr. Brown's lifetime by Cannon, Dallas, and Bradley, it was required to be created at his death, even prior to funding. Based on Respondents' valuations, the "I Feel Good" Trust will receive Mr. Brown's entire \$86.6 Million of assets, less approximately \$2 Million for the grandchildren's Education Trust, reduced by taxes, debts, and expenses of administration (\$46 Million in pending claims). (Will Trust, R pp 2663-2683, 2685-2693 Inv. And Appr., R pp 358-365, Appl. for Recognition, R pp 2731-2747.) Current challenges by Wynne Brown and the family members, if successful, would reduce the amount ultimately placed in the "I Feel Good" Trust to zero.

³³Bradley was Mr. Brown's road manager. He handled large sums of money when the band was on tour (Tr 11/15/07 p 182, R p 1436).

³⁴JBE, Inc. owns 2/3 of the royalties pledged to pay interest and principal on the TIAA debt. These royalties reduced the TIAA debt from \$26 million in 1999 to about \$19 Million in 2006. It is about \$16 Million today. But for the \$900,000.00 misappropriation, it would have reduced by an additional \$720,000.00 plus interest from August 2006.

1425) Phil Farr CPA testified that he did not learn that JBE Inc was transferred to the 2000 Trust until after Brown's death (Tr 11/15/07 pp 250 251 R pp 1504 1505) Dallas and Bradley Trustees with Cannon for seven years asked the Court to find that JBE Inc had never been properly transferred to the 2000 Trust (Mot dtd 8/31/07 R pp 313 338) Dallas and Bradley joined Mr Brown's entire acknowledged family (most of whom are now contesting the Will) in a filed stipulation that JBE Inc was never properly transferred to the Trust³⁵ (Tr 9/24/07 Ex P 3 R pp 1250 1262 2719 2727)

As part of JBE Inc the Morgan Stanley account (set up as a long term investment plan) was owned by Trustees Cannon Dallas and Bradley Within two years between 2000 and 2002 the entire Morgan Stanley account was depleted at Cannon's directions There is no evidence to date that Mr Brown knew this money was removed from Morgan Stanley

Mr Brown's 2000 Estate Plan devised only his personal and household effects to his six acknowledged children It set aside approximately \$2 Million in an education trust to benefit certain grandchildren³⁶ Mr Brown declared six named children to be his only heirs

He directed his PRs/Trustees to resist all claims to his assets by any past or future spouse family members or those who claimed that status (Will Introductory Clause R pp 2688 2692 Article XVIII Trust Article XXII R pp 2667 2680)

³⁵ Nearly six months later on March 7 2008 Dallas who is an attorney testified he knew the JBE Inc motion and stipulation were false when he presented them to the court but filed them to keep from being removed as Trustee (Tr 3/7/08 pp 159 165 R pp 2024 2030)

³⁶ When each grandchild reaches age 35 his Education Trust benefits end and go to The James Brown I Feel Good Trust

Mr. Brown's Will and the Trust contain *in terrorem* clauses under which a beneficiary forfeits his or her entire interest if he or she contests the validity of the Will or Trust in any manner. The Trust further provides "[a]ny such claim shall be considered an affront to the Grantor's wishes and shall be vigorously challenged as such by his fiduciaries." (Will Article X; Irrevocable Trust Agreement Art. XXI R pp. 2692-2680)

Mr. Brown's Estate Plan remained in place for more than six years before his death. The 2000 Trust was a matter of public record.

In 2001, Hynie's son James was born. Later that year, James Brown and Hynie executed a pre-nuptial agreement and entered into a marriage ceremony.

In 2002, the 2000 Trust defaulted on a deed of trust on a bank building it owned in Augusta. The building was sold. Cannon asserts that he contributed \$41,000 to pay off the judgment when the building sale proceeds fell short. Cannon obtained an assignment – rather than a satisfaction – of the default judgment. The \$900,000.00 judgment held by Cannon was filed in Aiken County after Mr. Brown's death.³⁷ (Tr. 11/15/07 pp. 191-200 R pp. 1445-1454)

In February 2004, after Cannon discovered that Hynie was married at the time of her purported marriage to James Brown, Brown commenced litigation to annul his marriage to Hynie and have James tested to determine if he was Brown's child. The litigation was dismissed upon Hynie's agreement not to claim to be the common law spouse of Brown.

Hynie's marriage to Ahmed was annulled in 2004.

³ It was satisfied in May 2007.

In 2004 the 2000 Trust became the owner of 51% of Geronimo Music Ltd later converted to Geronimo Music LLC a Delaware entity (Geronimo) Geronimo became the owner of certain of Mr Brown s music rights not assigned to TIAA ³⁸

Until shortly before his death at the age of 73 years James Brown continued to earn his reputation as the hardest working man in show business He traveled overseas each year to perform His gross road earnings for the period of 2003 2006 through the William Morris Agency which handled his road bookings were about \$18 Million ³⁹ During these years while Cannon Dallas and Bradley were serving as trustees the William Morris money was deposited into Seventh Decade a corporation owned by Cannon ⁴⁰ (Tr 11/15/07 pp 54 60 R pp 1308 1314)

Just before Brown s death GT sent a proposal which became known as the GT October 18 Letter It provided that Mr Brown s TIAA royalties would be refinanced or sold with the following result

1 Pavoff TIAA Bond	Approximately \$19 000 000 00
2 Cannon	\$ 1 459 640 00 plus 5%
3 Dallas	\$ 549 019 00 Plus 5%

³⁸ Dallas Cannon Bradley Joel Katz of CT and Frank Copsidas on March 5 2007 asserted that the 2000 Trust owned 51% of Geronimo Cannon 17/ Dallas 5/ and Ransom notes a Copsidas controlled entity 17/

This \$18 Million road from road revenues was in addition to and separate from the approximately \$2 \$3 Million per year earned by Mr Brown from royalties which had been pledged for and were reducing the TIAA debt

⁴⁰ On November 15 Cannon who asserted his Fifth Amendment rights about his income from Seventh Decade testified that James Brown was Seventh Decade s employee and Brown was entitled to compensation only if he performed under his contract with Cannon s company No accounting has been made for these road monies (Tr 11/15/07 pp 54-60 R pp 1308 1314)

4	Katz's firm	\$ 5% plus litigation costs
5	Copisidas	\$ 15%
6	Charles Bobbitt	\$ 200 000 00
7	Escrow for Pullman Litigation	12.5%

(October 18 Ltr Motion Recommendation SAs 6/07 R pp 2702 2714 263 266 267 274)⁴¹

James Brown died on December 25 2006

On the following day December 26 2006 Bradley registered the name Soul Brother #1 clothing for himself The name belongs to Mr Brown ⁴² Also on December 26 Frank Copisidas and GT (Katz's firm) formed the James Brown Music Education Foundation That Delaware Corporation is in direct conflict with the 2000 Trust It was discovered by Buchanan and Pope (Tr 6/13/07 pp 18 19 R pp 1218 1219)

By early January 2007 Dallas consulting with Cannon created a second new Schedule B to Mr Brown's 2000 Trust (the Dallas Schedule B) ⁴³ The Trust with the

Cannon Dallas and Bradley continue to assert that the parties named in the GT October 18 letter are entitled to the above amounts Bradley also claims 5% The financial interest of grandchild Forlando (William) Brown a Dallas/Cannon joint venturer is not of record in Case 122 Represented by Cannon Dallas and Bradley's counsel Powell Goldstein F Brown is suing Buchanan and Pope in Federal Court to return Cannon Dallas and Bradley as Trustees Buchanan and Pope vigorously assert that the October 18 letter does not bind the Estate/Trust

In March 2007 Cannon Dallas and Bradley agreed that this registration should be returned It has not been (Minutes 3/5/2007 R pp 2694 2701)

³ The Dallas Schedule B when attached to the 2000 Trust makes it appear that Mr Brown himself transferred all of his royalties image persona and publicity rights to the 2000 Trust before his death The 2000 Trust with the Dallas Schedule B attached has been presented to the family members the SAs and Federal and Circuit Courts as a true copy of the 2000 Trust (Motion for Reconsideration dtd 11/30/07 with attachment Supp Rec 913A R pp 911 913 2663 2684) Dallas first disclosed his creation of the Dallas Schedule B to the S C AG After his resignation it was disclosed to Respondents the court and Interested Persons (Dallas Sch B Tr 2/20/08 pp 37-42 53 55 Buchanan Affid A B F R pp 2533 1834 1839 1850 1852 2515 2542)

Dallas Schedule B attached was represented to be the 2000 Trust in the Motion for Reconsideration in this case⁴⁴ This fabricated Schedule B was provided to the AG of Georgia who relied on it and argued on November 15 2007 as follows It is a major issue here about the Trust being funded In the resolution that s attached the persona and everything else the trademarks appears to be included in there (Dallas Schedule B Tr 2/7/08 pp 148 156 Tr 11/15/07 pp 280 282 R pp 2533 1752 1760 1534 1536)

On February 9 the PR/Trustees appeared before the court and raised and resolved various matters related to both the Estate and Trust (Tr Hg 2/9/07 pp 1 4 6 12 61 63 64 73 75 77 79 85 88 92 103 105 106 R pp 1142 1143 1145 1151 1164 1167 1175 1177 1179 1181 1187 1202 1204 1205)

In February 2007 Dallas Cannon and Bradley engaged Atlanta law firm Powell Goldstein (PG) to assist them in changing the 2000 Trust s situs from South Carolina to Georgia Dallas testified that they did so because of concerns about a false affidavit filed at the February 2007 hearing in Aiken County⁴⁵ (Tr 11/15/07 pp 141 144 Tr 3/7/08 pp 125 139 R pp 1395 1398 1990 2004) PG attorney William Schearer and Hammond were

² On January 2 2008 counsel for Forlando Brown a 21 year old grandson of Mr Brown who became a joint venturer with Cannon Dallas and Bradley filed a pleading in Federal Court asserting that the Trust with the new Dallas Schedule B attached was a true copy of the Trust He was represented in the filings by PG (Tr 2/07/08 pp 22 25 154 156 R pp 1699 1702)

⁵ On September 15 PG billed the Estate \$48 225 00 Cannon asserted on November 15 that he had never been billed (Tr 11/15/07 pp 142 145 R pp 1396 1399) In violation of the August 10 Order Cannon Dallas and Bradley have failed or refused to authorize delivery of the PG file (Order dtd 8/10/07 R pp 73 32)

also engaged to review and advise with respect to all Schedules B (Minutes 5/5/07 Mtg R pp 2694 2701)

On March 5 2007 Dallas Cannon and Bradley met in Atlanta with Katz and Copsidas They secretly voted to allow the Trust to be run by a majority of Cannon Dallas Katz Copsidas and Bradley (Tr 3/7/08 pp 54 55 R pp 1308 1309) This transfer of authority to Katz and Copsidas was not authorized by the Trust and not disclosed to the court the SAs or Interested Persons

In March 2007 Cannon began planning to retire in Roatan Honduras by the end of 2008 (Tr 11/15/08 pp 81 83 R pp 1335 1337)

On March 26 2007 Cannon Dallas and Bradley met with Buchanan and Pope for the first time Buchanan and Pope were told that if they did not approve a sale of Mr Brown s TIAA royalties for \$26 Million the Estate and Trust would be bankrupt and it would be their fault (Aff Pope dtd 12/14/07 R pp 2201 2215)

Between March and June 2007 Cannon Dallas and Bradley refused access to what were customary documents related to Mr Brown s estate and the 2000 Trust Buchanan and Pope filed a motion for access when reasonable requests proved unsuccessful Access was ordered on June 25 2007 (Order 6/25/07 R pp 14 22)

During the same March June period Cannon and Dallas were working with GT Terry Cox and Forlando Brown in a venture to buy out all of Mr Brown s assets ⁴⁶ Cox sent

⁴⁶The asset buyout as proposed would include all assets of the Estate and 2000 Trust including the Estate/Trust claims against Dallas Cannon Bradley and others

an email to a GT attorney referring to Buddy Dallas in which Cox stated the number he [Dallas] was looking for was 100 plus or minus million. As part of the package he wanted a succession plan that provided him [Dallas] and others with a piece of the IPO. (Tr 11/20/07 pp 444-447 R pp 1637-1640) ⁴⁷

After the Access Order gave the SAs authority to review documents, Pope went to Barnwell on June 26 and met with Cannon, Dallas and Bradley. She was refused access to the Trust's documents. She was asked to return after July 4. Her July visit was delayed until July 17 at the request of the Cannon, Dallas and Bradley. (Pope Aff dtd 2/18/08 w/ attachments R pp 2425-2514)

On July 10, 2007 *before* the discovery of the \$900,000.00 taking, PG sent Dallas documents designed to move the situs of the 2000 Trust from South Carolina to Georgia. (Tr 11/15/07 pp 143-145 R pp 1397-1399)

On July 17, when Buchanan and Pope discovered the \$900,000.00 misappropriation, a hearing had already been scheduled for August 10.

On July 27, Buchanan and Pope moved to remove one or more PR/Trustees.

Cox said his counsel, John Sparks, would never allow secret participation. (Tr 11/20/07 pp 447 R pp 1640)

On or around July 30 Dallas Cannon and Bradley signed the PG documents attempting to transfer the Trust to Georgia⁴⁸ They also signed a secret appointment of terminated Trust attorney Hammond as successor Trustee to Cannon⁴⁹

On August 2 Hammond wrote M & T the Trustee for the TIAA debt to assert that Cannon's \$900,000.00 misappropriation was a mistake (Aff Pope dtd 2/18/08 R pp 2432 2433)

On August 3 2007 Cannon Dallas and Bradley filed affidavits asserting that Dallas and Bradley knew nothing of the \$900,000.00 taking (Affs Cannon Dallas and Bradley dtd 8/3/07 R pp 2054 2061)

Between August 3 and August 9 the SAs and Cannon Dallas and Bradley negotiated about Cannon's departure and conditions under which Dallas and Bradley would remain Dallas an attorney himself and Bradley engaged new counsel Jackson to work on the agreement Hammond as counsel for the Estate and Trust provided necessary documentation to the SAs

Hammond Cannon Dallas Bradley Jackson and Babcock appeared in court on August 10 when Cannon resigned and the Agreement was placed on the record Dallas and Bradley pledged to work openly with Buchanan and Pope in accordance with the Agreement

⁴⁸ The action was taken secretly without the notice required by S.C. Code § 62-7-108. The signed transfer documents were not disclosed to the parties or court until after Dallas and Bradley resigned. The unsigned July 10 draft was circulated shortly before the November 15 hearing (Tr Hg 11/15/07 pp 141 143 R pp 1395 1397)

⁴⁹ Hammond's purported appointment was revealed to the S.C. AG in September and further discussed with the S.C. AG in November of 2007. It was concealed from the court Buchanan Pope and other Interested Persons until revealed in open court on March 7 2008 (Tr Hg 3/7/08 pp 50 51 R pp 1918 1919)

None disclosed the Trust SC to Georgia transfer plans of Hammond's purported appointment

Upon his August 10 resignation Cannon was not replaced as PR or Trustee by Dallas and Bradley the remaining PR/Trustees. No Advisory Board members came forward to designate a successor as provided in Item IV of the Will and Article VIII and XIII of the Trust

In August 2007 Cannon wired \$866,000.00 to Honduras to purchase the turn key retirement home where he intended to retire upon its completion in late 2008.⁵⁰

In September 2007 Dallas and Cannon approached the Attorneys General of South Carolina and Georgia. Working with Hammond they attempted to convince the staff of the Attorneys General that the Estate/Trust's trouble were caused by SAs Buchanan and Pope.

In support of their August 31 Motion to Declare JBE Inc. an asset of the Estate on September 24 Dallas and Bradley submitted an affidavit of CPA Farr asserting that JBE Inc. was owned by Mr. Brown not the 2000 Trust (Aff. Farr 9/24/07 R. pp. 2066-2185.)

On September 24, 2007 with no knowledge of the secret July and August events Buchanan and Pope supported Dallas and Bradley's attempts to delay the hearings to remove Dallas and Bradley as PRs/Trustees. The SAs asked the Court to continue to exercise jurisdiction over Cannon as resigning PR and Trustee and to require freezing/impounding

⁵⁰ Cannon asserts the funds for the home belong to his wife, a former librarian who has not worked in 10 years (Tr. dtd 11/15/07 pp. 80-81 R. pp. 1334-1335.) This transfer was disclosed for the first time on November 15, 2007.

or other methods of preserving his assets until he accounted. The filings cited losses by Cannon that were believed at that time to exceed \$7 million. (Additional Recommendations SAs dated 9/24/07 R pp 339-341.)

In September 2007 Hammond notified the S.C. Attorney General of his purported August appointment as Trustee. Hammond asserted that Buchanan and Pope performed a Hatchet job on Cannon for his \$900,000.00 mistake. The S.C. and Georgia Attorneys General, with the consent of all parties, intervened in this matter thereafter.

On or about October 15, 2007, Farr, working with Cannon and Hammond, prepared signed and filed back tax returns for JBE, Inc. for several years. The Farr returns changed JBE, Inc.'s ownership to show that JBE, Inc. was owned by the 2000 Trust, rather than by Mr. Brown. (Amendment to Motion dtd 11/9/07 R pp 349-351.) Farr lives in Thompson, Georgia, where Dallas lives, and is his accountant. (Tr 11/15/07 pp 245-246, 250 R pp 1499-1500, 1504.)

In November, while working on the charitable recognition application for The James Brown "I Feel Good" Trust, Dallas advised Buchanan, Pope, and the accountant William Sellars that there was no Advisory Board in place.³⁰

³⁰ Relying on Dallas' representations, on November 26, Buchanan and Pope appointed Dr. Leonard M. Intyre, then Interim President of South Carolina State University, and Ms. Inez Tenenbaum, former South Carolina Superintendent of Education, to an Advisory Board of the "I Feel Good" Trust, not the entire 2000 Trust. By court Order in Case 122, S.C. State University's Museum, and other museums, are now safeguarding some of Mr. Brown's memorabilia pending the outcome of the Will and Trust contests.

Shortly before the scheduled November 15 hearing the SAs and other Interested Persons saw the unsigned the PG July 10 documents suggesting a situs transfer to Georgia just before discovery of the \$900,000.00 taking

The November 15 hearing proceeded as described above with testimony of Cannon and Farr. Jackson appeared for Dallas and Bradley in their roles as PRs/Trustees. The firm of Lewis and Babcock also represented them as to litigation. (Tr. 11/15/07 pp. 67 R. pp. 1264-1265) After daylong testimony the hearing was recessed until the following Tuesday November 20.

On November 16 Keith Babcock wrote to advise his clients Dallas and Bradley that they should seriously consider resigning. (Ltr. Babcock dtd 11/16/07 R. pp. 2352-2353) All other Interested Persons confirmed that by the afternoon of November 15 the known evidence to support immediate and permanent removal of Dallas and Bradley was overwhelming. (Affs Buchanan and Pope 2/18/08 with exhibits; Aff Pope 12/14/07 1/6/08 1/7/08; Aff Buchanan 1/7/08 R. pp. 2515-2589, 2425-2514, 2201-2322, 2388-2393, 2393-2397, 2394)

When the November 15 hearing reconvened on November 20 Hammond gave further damaging testimony about secret actions of Hammond, Cannon and others during the fall of 2007 after Cannon's resignation. (Tr. 11/20/07 pp. 324-373 R. pp. 1551-1600)

Thereafter an in chambers conference with all counsel took place. According to all present other than Jackson Judge Early's judicial demeanor was appropriate as it had been

throughout the proceedings (Affs Rosen Carter Medlin 1/08 R pp 2373 2375 2381 2383 2384 2387))

Prior to agreeing to resign Bradley and Dallas consulted not only with two of their own attorneys but also with Mr Bland and Mr Richter attorneys for Mr Cannon According to attorney Keith Babcock there was no coercion or threat associated with their decisions to resign (Tr 2/20/08 pp 75 87 R pp 1863 1875)

Dallas and Bradley resigned immediately and permanently in open court from their positions as PRs/Trustees and in all positions as officers directors and fiduciaries of any Brown entities other than Geronimo Since there was no evidence of an Advisory Board being in place at that time the court proceeded to appoint SAs Buchanan and Pope as Personal Representatives and Trustees with all duties and authorities under the Will and Trust (Order 11/20/07 R pp 52 55)

Pope and Buchanan were certain there was no Advisory Board in place on November 20 Pope testified that if there had been she would have raised the issue ⁵²

Buchanan and Pope knew there was no Advisory Board because they had recently worked with accountant William Sellars Dallas and Bradley on the Application for Charitable Recognition of the I Feel Good Trust Pope and the accountant had been advised by Dallas that there was no Advisory Board (Tr 3/7/08 pp 35 36 R pp 1903

⁵ Pope testified on March 7 that I affirmatively knew on Nov 20 when they resigned that there was no such committee I would have told if I had thought that needed to be brought up because we had just been working on that issue within the previous weeks I affirmatively knew there was no such committee (Tr 3/07/08 pp 104 106 R pp 1972 1974)

1904) Appellants offered no opposing affidavits at that time nor did they request leave of court to supplement the record prior to its final ruling on their subsequent Motion for Reconsideration

Confirming their understanding that there was no Advisory Board in place before the end of November Buchanan and Pope appointed Dr Leonard McIntyre and Ms Inez Tenenbaum to be on an Advisory Committee for the James Brown I Feel Good Trust (Trans 3/07/08 35 36 R pp 1903 1904) Buchanan and Pope also invited a member of Mr Brown's family to serve on the Advisory Committee but none would agree to the condition that they must not challenge the 2000 Trust *Id*

Neither Bradley nor Dallas denied advising Pope and Buchanan there was no Advisory Board in November Dallas however asserted that in January 2007 he Cannon and Bradley appointed the following Advisory Board

- 1 Coach Larry Campbell
- 2 Professor Joseph Greene
- 3 Dr Shirley A R Lewis
- 4 Dr Ann Christianson [sic]³³ President USC Salkehatchie and
- 5 Judge Walter Williams

(Tr 3/07/08 pp 115 116 R pp 1980 1981)

Dallas acknowledged on March 7 that he had no available written record of the above appointments or any written acceptance

³³Dallas did not know the name of Dr Ann Carmichael of USC Salkehatchie calling her Christianson (Judge Early from Bamberg helped him with the name) (Tr 3/7/08 pp 115 116 R pp 1980 1981)

Dallas also testified that in March 2007 he Cannon and Bradley expanded the Advisory Board to include Katz and Frank Copsidas. Of the two living appointees named by James Brown in a document he signed and dated August 1, 2000, and the seven purported AB members identified by Dallas, there was no written evidence offered prior to the final April 8 Order that any AB members had accepted, that any had convened to advise the Trustees during the seven years the 2000 Trust had been in existence, or that any AB member had come forward in 2007 when Dallas and Bradley failed to appoint a Successor to Cannon.⁵⁴

After the resignations were entered on the record, Dallas, the court and the parties had a lengthy in chambers colloquy in which Dallas confirmed he had worked "hand and glove" with Buchanan and Pope. He asserted, among other things, that if it weren't for the litigation, this thing would have already been liquidated and there would have been a lot of money in the bank. (Tr. 11/20/07 p. 442, 444, 448; R. pp. 1635, 1637, 1641). Terry Cox and Toby Byron also testified. After entry of the circuit court order, the probate court issued its appointment certificate of Buchanan and Pope.

Six weeks after the March 7 hearing, the second hearing on the reconsideration of the November 20 Order, and two weeks after Judge Early signed the April 8 final Order denying reconsideration, on or about April 24, 2008, the S.C. AG filed a second, cumulative and untimely motion to reconsider without leave of court to reopen or supplement the record. This motion was vigorously opposed by Respondents and has not been ruled upon by the circuit court (Supp. Return in Opp. w/att. 8/5/08; R. pp. 1073, 1141). In that April 24 filing, for the first time, affidavits were presented from Coach Larry Campbell, Dr. Ann C. Carrichael and Judge Walter F. Williams. These affidavits were not presented to the tribunal at any time between November 20 and the final ruling of April 8, 2008. Relying on these affidavits, Appellants purport to assert that all Advisory Board Members accepted their appointments. (App. Brief at p. 29.) The untimely affidavit offered by Appellants are further irrelevant because they speak only of the James Brown Charitable Trust, [I Feel Good Trust], not the subject 2000 Trust.

In December 2007 the S C AG relied on affidavits by Hammond Dallas and Bradley to assert that Buchanan and Pope could not properly serve as Personal Representatives and Trustees. They failed to acknowledge that Buchanan and Pope did not join Dallas and Bradley in their August 31 motion to declare JBE Inc an asset of the estate and refused to sign the September 24 stipulation to that effect. Finally they quoted from a confidential June 22 Memorandum to the PR/Trustees which they apparently obtained from Hammond Dallas or Cannon ⁵⁵ (Objection SC AG p 3 R p 925)

By the end of December five of Mr Brown's six acknowledged children seven of his nine grandchildren and Tommie Rae Hynie Brown had filed four separate actions to contest the validity of both the Will and the Trust. Buchanan and Pope have vigorously defended these actions as well as the claims filed by Hynie Brown as purported spouse.

On January 2 2008 Forlando (William) Brown filed suit in Federal Court asserting improprieties on behalf of Judge Early Buchanan and Pope. He seeks to enjoin the Trustees from any action asserting Cannon Dallas and Bradley are the lawful trustees of the 2000 Trust. Attached to the verified complaint of Forlando (William) Brown was a purported true copy of the 2000 Trust which included Dallas Schedule B.

Pope has testified and Pope and Buchanan provided affidavits stating that there was no Advisory Board that Pope and Buchanan had worked hard and unsuccessfully with Dallas and Bradley and that Dallas was not believable. (Tr 3/7/08 pp 20 – 108 Pope and

⁵⁵ The June 22 Memorandum was later made part of the record. (Order Denying Mot to Reconsider dtd 4/8/08 p 14 R pp 109 156)

Buchanan Atts 12/07 2/18/08 R pp 1888 1976 2201 2322 2323 2335 2425 2514 2515
2589)

Dallas and Bradley have testified that there was an Advisory Board they with
Cannon had appointed Hammond Trustee they had signed documents with Cannon to
move the Trust to Georgia and that Dallas had filed false documents and made false
statements (Tr 5/7/08 pp 112 179 R pp 1977 2044)

Appellants filed various objections to all motions to reconsider the November 20
March 7 and April 8 Orders (Return 1/4/08 Supp Return 1/7/08 Supp Return 2/29/08
R pp 1007 1020 1021 1024 1068 1141) After the circuit court denied Appellants
motions to reconsider alter or amend its judgments the within appeal followed

ARGUMENTS

Introduction

Appellants challenge three circuit court orders. This appeal involves both legal and equitable issues relating to questions of both law and fact. The applicable standards of review will be discussed within each section.

I Where the parties entered into a binding agreement and the circuit court accepted Appellants' voluntary resignations as trustees, the agreement is valid on its own and the consent order is unappealable

A The order accepting resignations is unappealable because it was entered with consent.

The nature of an action determines whether a probate matter is one in law or equity. *See Golini v. Bolton*, 326 S.C. 333, 482 S.E.2d 784 (Ct. App. 1997). *See also Appellate Practice in South Carolina*, Toal, I et al (SC Bar 2002). An action to remove a personal representative is in equity. *Dean v. Kilgore*, 313 S.C. 257, 437 S.E.2d 154 (Ct. App. 1993).

In this case, the circuit court found Appellants' resignations from their trusteeships to be voluntary. Respondents assert that Appellants clearly consented to the agreement but Appellants claim the circuit court forced them to resign. Where the evidence as to whether consent was given is conflicting, it becomes a question of fact. *Gathers v. Harris Teeter Supermarket, Inc.*, 282 S.C. 220, 317 S.E.2d 748 (Ct. App. 1984). This Court may find facts with its own view of the preponderance of the evidence when reviewing an equitable action tried by a judge alone. *Townes Associates, Ltd. v. City of Greenville*, 266 S.C. 81, 221 S.E.2d 773 (1976). This Court has held that the trial judge is in the better position to evaluate the

witnesses' credibility. *Dorchester County Dept. of Social Serv. v. Miller*, 324 S.C. 445, 477 S.E.2d 476 (Ct. App. 1996).

Extremely detailed evidence was presented as to the voluntary nature of Appellants' resignations and the propriety of the court's order. (Aff. Rosen dtd 1/08 at p. 24; Tr. 1/4/08 pp. 20-43, 48; Tr. 2/20/08 pp. 35-55; Affs. Carter 1/2/08, Rosen 1/08, Medlin 1/08, Freeman 12/31/07, Smoak 1/1/08; R. pp. 2373, 2375, 1660, 1683, 19688, 1832, 1852, 2371, 2383.) Appellants' counsel stated in open court with Appellants present that the Appellants were resigning because they believed it to be in the best interest of the legacy of James Brown. (Tr. 11/20/07 pp. 398-399; R. pp. 1604, 1605). No one objected or raised any concerns as to the Appellants' competency or ability to enter voluntary resignations.

A consent order is not appealable. *Calcutt v. Calcutt*, 282 S.C. 565, 320 S.E.2d 55 (Ct. App. 1984). It is not a judgment of the court; rather, it is an agreement of the parties which cannot be set aside except for fraud or mistake. *Parsons v. Gibbs*, 59 S.C. 215, 37 S.E. 753 (1901).

The court found no credible evidence of lack of consent. There is no evidence in the record to support any other view of the facts by this Court. Based upon the preponderance of evidence, the consent order cannot be appealed as a matter of law.

B. The agreement between parties is binding because there was no fraud or mistake.

Based upon the preponderance of the evidence, the court's acceptance of Appellants' resignation was an effort to help them avoid public embarrassment and potential sanctions.

jurisdiction of the circuit court in external trust matters without changing the Probate Code's provisions for removal in matters involving the exclusive jurisdiction of the probate court in internal trust matters. S.C. Code 62-7-201(c) 62-1-502(d)(4)."

When actions involving a common question of law or fact are pending before the Court, it may order a joint hearing or trial of any or all matters in issue in the action; it may order all the actions consolidated; and it may make such orders concerning the proceedings therein as may tend to avoid unnecessary costs or delay. Rule 42(a) SCRPC.

In this case, the circuit court clearly had subject matter jurisdiction to accept the resignations of Cannon, Dallas, and Bradley as Personal Representatives and Trustees, require an accounting and delivery, and appoint successors.

- B. The removed proceedings had been appropriately commenced in probate court by the filing of petitions, and Appellants had waived personal service of summons by voluntary appearance and submission to statutorily mandated personal jurisdiction.

Rule 3 SCRPC provides that a civil action is commenced by the filing and service of a summons and complaint. Probate proceedings may be commenced by petition or complaint to the judge of probate for the county to which the jurisdiction of the subject matter belongs, briefly setting forth the facts or grounds of the application. A summons shall be issued to the defendants in such proceedings. S.C. Code Ann. Section 14-23-280.

⁴³ Even if every matter before the court had related only to the Estate of James Brown, it would have had jurisdiction to accept the resignation of the Trustee because the Trust, under SC Probate Code 62-1-201 (20) and (29) was an Interested Person in the Estate by the virtue of being its primary devisee, the Court had jurisdiction over the Trust and its Trustees, and they were notified and voluntarily appeared in all proceedings.

Service of a summons gives the court power to render a personal judgment against the person served. *Louden v Moragne*, 327 S.C. 465, 486 S.E.2d 525 (Ct. App. 1997). Although subject matter jurisdiction may not be waived or conferred by consent (*Paschal v. Causey*, 420 S.E.2d 863, 509 S.C. 206 (Ct. App. 1992) *rehearing denied*), personal jurisdiction may be imposed by statute and obtained by consent. S.C. Code Ann. 62-3-602 and 62-7-202 (personal representatives and trustees are deemed to have submitted to the personal jurisdiction of the courts of this state by accepting their appointments and trusteeships). *Brown v. Latt*, 322 S.C. 189, 470 S.E.2d 848 (1996) (a court can obtain personal jurisdiction if the summons is waived). If jurisdiction once attached to the person and subject matter of litigation, subsequent happening of events will not ordinarily operate to oust jurisdiction already attached. *Gardner v. Gardner*, 170 S.E.2d 372, 253 S.C. 296 (1969).

Voluntary appearance by a defendant is equivalent to personal service. Rule 4(d) SCRPC. An agreement may be equivalent to voluntary appearance for personal jurisdiction purposes. *Triangle Auto Spring Co. v. Gromlovitz*, 242 S.E.2d 430, 270 S.C. 386 (1978) (consent to confession of judgment equivalent to voluntary appearance). A judge is not required to issue a summons in a *sua sponte* matter unless the court is asserting a personal claim against the defendant. *McEachern v. Black*, 496 S.E.2d 659, 329 S.C. 642 (Ct. App. 1998).

The Probate Code provides in the PR personal jurisdiction section that notice of any proceeding shall be delivered or mailed to him by ordinary first class mail at his address

his ed in the application or petition for appointment or as thereafter reported to the court and to his address as then known to the petitioner S C Code Ann Section 62-3-602 (Emphasis added) A proceeding includes action at law and suit in equity S C Code Ann Section 62-1-201 The Trust Code provides for a similar manner of service which may be waived and may be accomplished upon the interested party's attorney S C Code Section Ann 62-7-109(a) (c) (d)

Personal jurisdiction in the original proceedings was legally effected upon Appellants' acceptance of appointment as Personal Representatives and Trustees The subject proceeding concerning their removal as trustees was commenced by the filing of a petition which is defined as a written request to the court for an order after notice (S C Code Ann 62-1-201(31)) and which was removed to circuit court without objection Although the emergency petition of January 24, 2007 which specifically alleged trust mismanagement among other assertions did not have a summons it included a certificate of service evidencing service on Appellants' attorneys of record

Appellants had already submitted to personal jurisdiction under the Code had counsel of record had received sufficient notice that petitioner sought to remove them as PRs/Trustees had received notice of the proceeding and hearing and had waived service of a summons by voluntarily appearing at hearings on the merits with their attorneys and without objecting to personal jurisdiction and further entered an agreement on the record thereby by consenting to personal jurisdiction and the method of commencement of the proceeding

Subject matter jurisdiction was conferred by statute and *sua sponte* removal personal jurisdiction was originally conferred by statute and further obtained by waiver and consent

C Both the law and Mr Brown's Estate Plan authorized court appointment of successor trustees where resigning trustees had not appointed successors and where no Trust Advisory Board existed at the time of their resignation

In the formulation of his Will and Trust (Estate Plan) James Brown was assisted by his advisors attorney Buddy Dallas and accountant David Cannon There is no evidence that Mr Brown was aware of many of the actions of Cannon and Appellant Dallas recited herein The actions of Cannon and Appellants many after the implementation of the Estate Plan should not serve as a basis for unwarranted attacks on the Plan⁵⁷ nor should they impede the Plan's goal of aiding deserving students

In the event of resignation of a trustee the Will and Trust provide that the remaining trustees shall agree to the appointment of successor Personal Representatives or Trustees This was not done when Cannon resigned Appellants had the agreement of the qualified beneficiaries to resign without nominating a successor (Order did 4/14/2008 p 40 R p 147) When the two remaining PRs/Trustees resigned there was no Advisory Board to act (Order 4/14/08 p 43 Tr dtd 3/7/08 pp 35 36 R pp 150 1903 1904) Sixty days passed after the well publicized resignation of Bradley and Dallas without anyone stepping forward to assert the existence of an advisory board (Order 4/14/08 p 44 R p 151) Thus

⁵ Respondents submit that the immediate and permanent resignations of Cannon, Dallas and Bradley as PRs/Trustees and officers directors and/or fiduciaries of all Brown Entities (except Geronimo for Dallas) freed Mr Brown's Estate Plan from further breaches of fiduciary duty by Cannon and Appellants

according to the Estate Plan it was necessary and appropriate for the court to appoint successors and further required by the law (Will Art. IV(2) Trust XIII) S.C. Code Ann. 62-7-704. The court clearly had authority under the Estate Plan, followed the law, and further found that Respondents' service in the case up to that point had been outstanding (Order p. 46, R. p. 153) before appointing them as successors. Even if the record had included evidence of the existence of an Advisory Board when Appellants resigned and the court made its final ruling, this Court has recognized that a court may exercise judicial discretion and consider practical or policy reasons that may differ from the express intentions of the trust at the time of its creation. See *Bonney v. Granger*, 292 S.C. 308, 356 S.E.2d 138 (Ct. App. 1987). Even if the purported appointees of Cannon, Bradley, and Dallas had nominated a successor or additional AB members, those individuals had not been named by Mr. Brown, the settlor. Despite the apparent outstanding personal qualification and merits of some of the designees, the takings by Cannon and improper acts of all three trustees, together with their failure to present any purported nominations prior to the final ruling, would have reasonably justified rejection of their ability to appoint successor board members. Further, any selection of the purported board could not have been unanimous, as required by Article XIII of the Trust, as to any persons other than Respondents, because initial Advisory Board member Deanna Thomas, designated by Mr. Brown himself, had selected Respondents.⁵⁸ Appellants submitted no evidence that any purported member

⁵⁸ At the time Buchanan and Pope were appointed on November 20, Deanna Thomas had not contested the validity of the Will or the Trust. She has since done so.

objected to the appointment of Respondents nor has any party challenged their qualifications and familiarity with voluminous records and complex issues

Voluntary resignations occurred before the full evidentiary hearing. As noted by the court in its March 7 Order, Appellants had advice of competent counsel and they were not pressured by the court or Special Administrators. Resignation of personal representatives and trustees who have breached their fiduciary duties certainly should not be prevented.

III The circuit court properly declined to recuse itself where Appellants made no showing of extrajudicial bias or prejudice and where judicial economy indicated the court's retention of jurisdiction

A trial judge has the authority and duty to resolve a motion for its own disqualification. *Shum v. State*, 276 S.C. 190, 277 S.E.2d 140 (1981). The party seeking disqualification must show some evidence of bias or prejudice, and any bias or prejudice of the judge must stem from an extrajudicial source and result in decisions based on information other than what the judge learned from his participation in the case. *Mallett v. Mallett*, 323 S.C. 141, 473 S.E.2d 804, 807 (Ct. App. 1996).

As noted in the court's order, Appellants obtained affidavits from persons who were not present during the subject proceedings without providing necessary information for the affiants to review prior to forming their opinions (Order 2/20/08, R. pp. 78-79). The court further found Appellants' claims to be factually incorrect. *Id.* Appellants proved no violation of the Judicial Canons or applicable law and offered no evidence of personal bias. Rather, they offered unfounded speculation. As shown by the record in this case, the court had more than sufficient evidence to allow it to accept the resignations of Appellants.

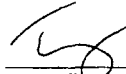
Appellants have shown no prejudice. They were not coerced into resigning as discussed more fully in Section I herein above. Appellants had the option to move forward with the proceedings. They did not request a continuance or other relief. Three witnesses who heard the alleged threats filed affidavits stating that they reasonably perceived the court to be providing Appellants an opportunity to avoid public embarrassment and potential sanctions, all of which would have been supported by the evidence. (Order 2/20/08 Affs Carter 1/08 Rosen 1/08 Medlin 1/08 R pp 85 2381 2383 2373 2375 2384 2387) Additional witnesses testified in opposition to Appellants' motion for recusal (Tr 1/4/08 pp 20 43 48 Tr 2/20/08 pp 35 55 Affs of Freeman 12/31/07 Smoak 1/1/08 R pp 1660 1683 1688 1832 1852 2371 2372 2376 2380)

Finally Appellants filed the motion for recusal *after* tendering their resignation rather than at the time of the alleged impropriety thereby failing to preserve the issue *while* their November 30 motion to reconsider, alter or amend the order accepting their resignation was pending. Only the trial court can alter or amend its judgment under Rule 59(c) SCRCP.

CONCLUSION

As set forth above, the consent order is unappealable and the circuit court had jurisdiction and legal authority to enter all of the orders. For the foregoing reasons, this Court should affirm all three Orders of the circuit court. As an alternative remedy, should any order be deemed void or reversed for any reason, the law and an abundance of evidence would support remand by this Court to an appropriate court for rulings consistent with the circuit court's findings and conclusions.

Respectfully submitted



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Attorneys for Respondent

December 30 2008

EXHIBIT G

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM AIKEN COUNTY COURT OF COMMON PLEAS
THE HONORABLE DOYET A. EARLY III PRESIDING JUDGE

Case No 2007-CP-02-0122

Ex Parte David G Cannon

Appellant,

v

Ex Parte Georgia Attorney General's
Office South Carolina Attorney
General's Office Terry Brown
Romunzo Brown Forlando Brown
Darren Lumar M&T Tommie Rae
Hynie Brown Stephen L Slotchiver
The GAL of James James Brown
Larry Brown Daryl Brown
(individually and on behalf of his minor
children Lindsey Delores Brown and
Janise Brown, Vanisha
Brown Deanna J Brown Thomas
(individually and on behalf of her
minor child Jackson Brown Lewis)
Yamma N Brown Lumar (individually
And on behalf of her minor children
Sydney and Camington L
Tonya Brown Robert L Buchanan Jr
And Adele J Pope as Special
Administrators Albert Dallas and
Alfred A Bradley as Personal
Representatives of the Estate of James
Brown a/k/a James Joseph Brown

FILED 12-21-2009
CLERK
Deputy Clerk

Respondents

In re The Estate of James Brown
A/k/a James Joseph Brown

Respondent

INITIAL REPLY BRIEF OF APPELLANT IN RESPONSE TO INITIAL BRIEF OF
RESPONDENTS ADELE J POPE AND ROBERT L BUCHANAN JR

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January 5 2009

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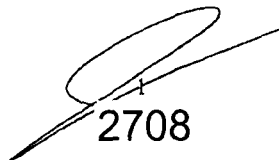
Statutory Law

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STATEMENT OF ISSUES ON APPEAL

- I S C CODE ANN § 62-7-201 IS THE CONTROLLING STATUTE WITH RESPECT TO REMOVAL OF ISSUES REGARDING THE MANAGEMENT AND INTERNAL AFFAIRS OF A TRUST
- II RESPONDENTS BUCHANAN AND POPE SHOULD BE JUDICIALLY ESTOPPED FROM TAKING INCONSISTENT POSITIONS REGARDING THE PROPER PROCEDURE FOR COMMENCING ACTIONS IN THE PROBATE COURT AND THEN SEEKING REMOVAL FROM THE PROBATE COURT TO THE COURT OF COMMON PLEAS
- III ORDERS ISSUED WITHOUT SUBJECT MATTER JURISDICTION ARE VOID *AB INITIO* AND LACK OF SUBJECT MATTER JURISDICTION CAN BE RAISED AT ANY TIME INCLUDING FOR THE FIRST TIME ON APPEAL



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STATEMENT OF THE CASE AND STATEMENT OF FACTS

Appellant adopts the statement of the case and statement of facts as contained in Appellant's Initial Brief as if the same are set forth herein verbatim

LEGAL ARGUMENT

I **SC CODE ANN § 62-7-201 IS THE CONTROLLING STATUTE WITH RESPECT TO REMOVAL OF ISSUES REGARDING THE MANAGEMENT AND INTERNAL AFFAIRS OF A TRUST**

Respondents Robert L. Buchanan, Jr. and Adele J. Pope (Buchanan and Pope hereafter) purported co-trustees of the James Brown Irrevocable Trust improperly argue to this Court that the provisions of the South Carolina Trust Code (specifically S.C. Code Ann. § 62-7-201) are subject to the removal provisions set forth in S.C. Code Ann. § 62-1-302 (**Initial Brief of Respondents Pope and Buchanan at pp. 29-31**).

Respondents also incorrectly argue that because of some alleged error or omission on the part of the South Carolina legislature, this Court should find that when the legislature referred to S.C. Code Ann. § 62-1-302(c) in S.C. Code Ann. § 62-7-201(a), the legislature really meant to refer to S.C. Code Ann. § 62-1-302(d).

As an initial matter, S.C. Code Ann. § 62-7-201 specifically addresses in detail which trust matters may be removed from the probate court to the circuit court. Conversely, S.C. Code Ann. § 62-1-302 is a much more general statute broadly defining what may be removed from the probate court to the court of common pleas.

Our courts have repeatedly held that a specific statute prevails over a more general one. (See *Wooten ex rel. Wooten v. S.C. Dep't of Transp.*, 333 S.C. 464, 468

511 S E 2d 355 357 (1999) (a specific statutory provision prevails over a more general one) *Atlas Food Sys & Servs Inc v Crane Natl Vendors Div of Unidynamics Corp* 319 S C 556 558 462 S E 2d 858 859 (1995) (general rule of statutory construction is that a specific statute prevails over a more general one) See also *Byrd v Imo Highschool* 468 S E 2d 861 321 S C 426 (S C 1996))

Here S C Code Ann § 62 7 201 as part of the South Carolina Trust Code is a much more specific statute relating to the court s jurisdiction over the administration of a trust than is S C Code Ann § 62 1 302 Therefore S C Code Ann § 62 7 201 is the controlling statute and is not subject to S C Code Ann § 62 1 302

Indeed S C Code Ann § 62 7 201 specifically provides that it is subject to S C Code Ann § 62 1 302 sub paragraph (c) as opposed S C Code Ann § 62 1 302 generally

Buchanan and Pope try to circumvent this problem by arguing that S C Code Ann § 62 7 201(a) was not changed to include S C Code Ann § 62 1 302(d) due to a scrivener s error However they cite no statutory or case authority in support of this assertion

Additionally in *Ventures South Carolina LLC v South Carolina Dept of Revenue* 661 S E 2d 339 379 S C 5 (S C 2008) our Supreme Court held

We cannot construe a statute without regard to its plain and ordinary meaning and this Court may not resort to subtle or forced construction in an attempt to limit or expand a statute s scope *New York Times Co v Spartanburg County Sch Dist No 7* 374 S C 307 310 649 S E 2d 28 29 30 (2007) Where the statute s language is plain and unambiguous and conveys a clear and definite meaning the rules of statutory interpretation are not needed and the court has no right to impose another meaning *Hodges* 341 S C at 85 533 S E 2d at 581 The statute s language is considered the best evidence of legislative intent Id

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However the Court will reject the plain meaning of the words used in a statute if it would lead to an absurd result and will construe the statute so as to escape the absurdity and carry the intention into effect Ray Bell Constr Co v Sch Dist of Greenville County 331 S C 19 26 501 S E 2d 725 729 (1998)

Here S C Code Ann § 62 7 201(a) is plain and unambiguous on its face and the plain meaning of the words used in the statute do not lend themselves to a construction that leads to an absurd result

Based upon the forgoing S C Code Ann § 62 7 201 is the controlling statute with respect to subject matter jurisdiction involving the affairs of trusts

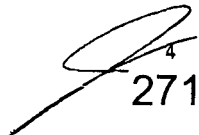
II **RESPONDENTS BUCHANAN AND POPE SHOULD BE JUDICIALLY ESTOPPED FROM TAKING INCONSISTENT POSITIONS REGARDING THE PROPER PROCEDURE FOR COMMENCING ACTIONS IN THE PROBATE COURT AND THEN SEEKING REMOVAL FROM THE PROBATE COURT TO THE COURT OF COMMON PLEAS**

Appellant adopts as if set forth herein verbatim his arguments regarding the improper initiation of these proceedings in the Probate Court and the resulting fatal procedural defects

Buchanan and Pope have previously taken positions in the lower court that are in agreement with Appellant's positions regarding the improper initiation of proceedings in the probate court involving the James Joseph Brown estate and trust **(Initial Brief of Respondents Pope and Buchanan at pp 32 36)**

Specifically Respondents agree with Appellant that

a To properly commence an action a Summons and Complaint are necessary **(October 24 2008 Motion to Intervene and Dismiss of Respondents Pope and Buchanan)**


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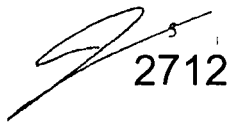
b All necessary parties to an action must be named and joined in their fiduciary capacities (Here Appellant as Trustee was never joined and never made a party to this action) (Id)

c Pursuant to the terms of the Trust which was never properly before the circuit judge members of the Advisory Board are charged with certain rights and duties with regard to the appointment and resignation of Trustees and should have been notified with respect to any proceedings involving the Trustees (Id) and

d The case caption should have designated all parties and entities essential to the resolution of the matter Here this caption designated only the Estate of James Brown and failed to designate the Trustee of the James Brown 2000 Irrevocable Trust which after purported removal from the probate court was essential for the Circuit Court to obtain subject matter jurisdiction over Appellant and the Trust (Id)

Respondents Pope and Buchanan are now taking positions inconsistent with the forgoing arguments and positions (Initial Brief of Respondents Pope and Buchanan at pp 32 36) In *Wnght v Craft* 640 S E 2d 486 372 S C 1 (S C App 2006) this Court provided

Judicial estoppel is an equitable concept that prevents a litigant from asserting a position inconsistent with or in conflict with one the litigant has previously asserted in the same or related proceeding *Cothran v Brown* 357 S C 210 215 592 S E 2d 629 631 (2004) (emphasis added) The purpose of the doctrine is to ensure the integrity of the judicial process not to protect the parties from allegedly dishonest conduct by their adversary Id (citing *Hawkins v Bruno Yacht Sales* 353 S C 31 42 577 S E 2d 202 208 (2003))

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Here Respondents Pope and Buchanan are taking positions inconsistent with those taken in the same and related proceedings and they should be judicially estopped from doing so in order to protect the integrity of the judicial process

III ORDERS ISSUED WITHOUT SUBJECT MATTER JURISDICTION ARE VOID AB INITIO AND LACK OF SUBJECT MATTER JURISDICTION CAN BE RAISED AT ANY TIME INCLUDING FOR THE FIRST TIME ON APPEAL

Respondents Pope and Buchanan argue that Appellant cannot contest any orders issued by the Probate Court because he failed to appeal more than fifteen valid circuit court orders and in so doing has somehow waived his right to appeal from or contest the jurisdictional validity of said orders (**Initial Brief of Pope and Buchanan at pp 36 37**)

Appellant adopts as if set forth herein verbatim his arguments regarding the lack of subject matter jurisdiction of the Circuit Court with respect to the internal affairs of the James Brown Trust

Orders that are issued without subject matter jurisdiction are void and unenforceable In *Simmons v Simmons* 634 S E 2d 1 370 S C 109 (S C App 2005) this Court provided

It is axiomatic that an order entered by a court without subject matter jurisdiction is utterly void *Coon v Coon* 356 S C 342 347 588 S E 2d 624 627 (Ct App 2003) *aff'd as modified* 364 S C 563 614 S E 2d 616 (2005)
Moreover, a lack of subject matter jurisdiction may be raised at any time
Hallums v Bowens 318 S C 1 3 428 S E 2d 894, 895 (Ct App 1993)
Additionally a court lacking subject matter jurisdiction cannot enforce its own decrees *Id* (Emphasis added)

Here it makes no difference whether Appellant failed to appeal more than fifteen circuit court orders if those orders were issued without subject matter jurisdiction All

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orders issued by the circuit court without subject matter jurisdiction are void unenforceable and can be contested for the first time on appeal (See Town of Hilton Head Island v Godwin 634 S E 2d 59 370 S C 221 (S C App 2006)(The appellate court must always take notice of the lack of subject matter jurisdiction)(citing *Amisub of S C Inc v Passmore* 316 S C 112 114 447 S E 2d 207 208 (1994) The lack of subject matter jurisdiction can be raised at any time can be raised for the first time on appeal and can be raised *sua sponte* by the court (See e g *Lake v Reeder Constr Co* 330 S C 242 248 498 S E 2d 650 653 (Ct App 1998) (holding issues related to subject matter jurisdiction may be raised at any time))

Based upon the forgoing Appellant is not precluded from contesting the validity of any order of the circuit court because he failed to contest fifteen previously issued orders

CONCLUSION

Based upon the forgoing this Court must vacate the October 2 2007 and December 18 2007 orders holding Appellant in contempt for lack of subject matter jurisdiction and the grounds set forth above and as set forth in Appellant s Initial Brief previously filed with this Court

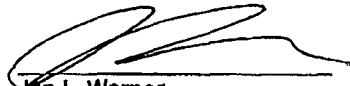


In addition to the matter previously designated Appellant hereby designates and identifies the following relevant material to be included in the Record on Appeal

PLEADINGS

1 October 24 2008 Motion to Intervene and Dismiss

The undersigned hereby certifies pursuant to Rule 209(c) SCACR that Appellant's Designation of Matter contains no matter that is irrelevant to this appeal



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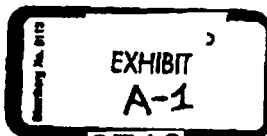
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Re Estate of James Brown, Deceased

Dear Strom, Ray and Rodney

It was indeed a pleasure to meet you and your clients and to exchange ideas last night. I
thoroughly enjoyed the professionalism and directness with which counsel dealt with us on our first visit.



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First, I want to address the questions that I indicated I would answer for you on behalf of my clients. The answers are in no order of priority. Feel free to contact me if I have omitted anything that you wanted a response on. I was taking notes but may have missed something.

1 As to you or your clients meeting with or talking to any or all of my clients (who were identified to you by name in my earlier letter of representation sent, I think, by e mail only), at this time and until further notice, it is my clients' desire that all communications and contact of any kind be conducted through my office.

[REDACTED]

3 As to visiting the house of James Brown on Douglas Road, in Beech Isl, SC, my clients will not go to the house unless one of you as counsel or one of your clients are there, and then only after advance and mutually agreeable arrangements are made by us as counsel for such a visit. We would ask similarly that none of your clients be permitted, prior to entry of a Court Order appointing a personal representative of the Estate, to enter the house either since it would appear to me at this juncture that, failing an agreement between the parties, no one has any authority to do anything.

4 As to the mail or other items (I think someone referred to bank statements, check books and perhaps other items that Ms Libby is supposed to have shown to my clients, etc) that Deanna or Yamma or any of my clients may have, they will certainly look through whatever is in their possession and will turn these materials over. I need to discuss with you whether they should be turned over to you for Mr Cannon or to the personal representative of the Estate of James Brown once that person or persons is/are appointed. Since there is no executor (as to the estate) and Mr Cannon was quite emphatic last evening that there is no trust with assets, it has not been funded, etc , and because I feel strongly that there are legal issues (which we certainly did not resolve last night) regarding the very existence of the trust or its authority to do anything, it is not clear what is to be done with anything at the house or elsewhere that purports to be directed to or property of the "trust". Again, though I think we made a pass at addressing these questions and ambiguities last evening, I felt that such discussion was not fully realized and therefore we never seemed to get to a consensus about this.

Now that I have answered the questions you have asked, and as a general observation about the situation, I want to say that I am surprised upon our first meeting, all eyes in the room seemed to look to us to answer questions, explain our positions and articulate (as was later asked by Mr Dallas) what we wanted. Both at the time I arrived and then during the drive home, that seemed strange to me. My clients asked for and still very much need to learn things about James Brown's matters that are now and have been for the last 6 plus years within the exclusive dominion and control of your clients. What perhaps would have been an easier segue into discussions with me about my clients' positions, requests, future plans, would have been a box of paperwork laid on the table when we arrived offered for my viewing (including, at least, some or all of the items to which my letter of representation addressed itself and as further discussed with counsel when we conducted a conference call late last week) to demonstrate to us both diligence and disclosure, qualities of the utmost importance for fiduciaries. Instead (and though I am glad to have had a chance to express my concerns about documents, transactions, etc) it still seems that the order of things has been reversed and I am not entirely clear why.

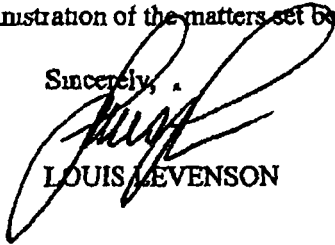
FB 000086

On another subject that is of serious concern to us made abundantly more unclear from discussions last night is the possible sale of the "catalog" of Mr Brown's remaining music (I think Mr Cannon said 95% of what was left in his ownership was either for sale or was listed for sale with a broker of some kind) I may have misunderstood I urge and request that you counsel your clients whose legal authority under a will or purported trust is at this moment at best questionable, not to sell, contract to sell, pledge, alienate, convey or agree, directly or indirectly, to do anything with any bond transaction or with any contracts related thereto I would ask for your written representation to us on this matter one way or the other

I also request that you not seek to probate the will at this time which, as a consequence, will seek the appointment of your three clients as co executors I think that it should be plain from the questions asked last night and the absence of any tangible, documentary evidence that the affairs of the "trust" are not yet clear to my clients To ask them now, without more, to approve your clients as co executors at this time will not receive their consent and will almost certainly be met with objections (note here, not as to the Will but caveating as to the personal representatives) Again, I am willing to discuss this with you at any time to see if some middle ground can be reached or if you feel I am misapprehending things

I look forward to hearing from you with any ideas you have, answers to the questions we left with you and with any requests that would facilitate the administration of the matters set before us

Sincerely,



LOUIS LEVENSON

LL/cvy

Cc clients

FEB 06 2007

IN THE PROBATE COURT OF AIKEN COUNTY

STATE OF SOUTH CAROLINA

IN THE MATTER OF
JAMES BROWN, a/k/a
JAMES JOSEPH BROWN

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CASE/ESTATE NO _____

AFFIDAVIT OF YAMMA N BROWN LUMAR

Personally appeared before the undersigned officer, duly authorized under law to administer oaths, YAMMA N BROWN LUMAR, who, after being sworn, states as follows

1

I am over 21 years of age, I am competent to make this Affidavit and I have personal knowledge of the facts set forth herein

2

I am a resident of FULTON County, GEORGIA

4

I am the daughter of James Brown, a/k/a James Joseph Brown and specifically designated in his Will as one member of the entire class of heirs to the Estate of James Brown

5

The personal representatives of the Estate of James Brown have not made any accounting to me, as a beneficiary of the Estate, of the assets of certain trusts that make up the bulk of the Estate of James Brown

6

I believe all or some of the personal representatives of the Estate have knowledge

2719



FB 000088

of certain liquid assets whose location is unknown to the lawful heirs of the Estate

7

The personal representatives have failed to account for any assets of the Estate or for of the purported Irrevocable Trust even after demand for same

8

These liquid assets of the Estate are in jeopardy of being misappropriated by some or all of the appointed personal representatives

9

The personal representatives have attempted to take legal action and use their influence in the community, and the fact that the security guards are paid for by the personal representatives, to prevent the undersigned access to the real and personal property of the Estate or of the purported trust

10

On January 23, 2007 the personal representatives, along with their attorneys and certain other private individuals, came to the real property of James Brown, to wit, Douglas Road, Beech Island, SC and without knowledge of or permission of the undersigned brought investigators (See Affidavit of Joseph Lee) who, according to Lee, head of security for the James Brown Estate, insisted on coming on the property to allegedly inventory the property of the deceased's estate

11

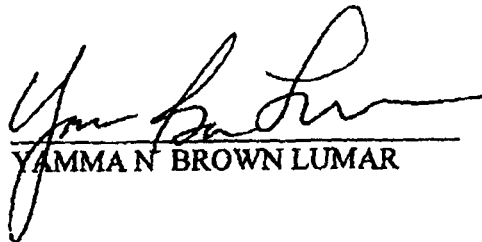
The undersigned affiant was informed that the investigators and personal representatives were photographing vacant areas of land and other areas of the real property (which consists of approximately 100 acres) which actions, for reasons of personal security and property security that affiant will not discuss in this document but will present testimony to the Court "in camera" at any and all hearings, the affiant believes places assets of the estate at risk and in jeopardy and may be lost if this Court does not immediately act. Affiant does not believe, as will be shown to this Court in an 'in camera' presentation of evidence, that the personal representatives are trustworthy or

that they would disclose the existence of or even the nature of the assets being described herein if such assets were found exclusively by the personal representatives nor would such personal representatives be trusted by the affiant to account to this Court and the Estate to account for said undisclosed assets Affiant recognizes that the language of this paragraph is vague and that language is created specifically by the affiant for the protection of the Estate and not to mislead the court because affiant recognizes that the affiant's motion and this affidavit, once filed, will become a public document and such public document will be available to anyone including the media

12

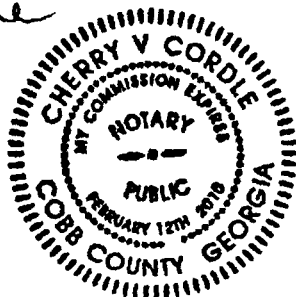
Affiant shows, through this affidavit, that all of the personal representatives of the Estate of James Brown have become incapable of discharging the duties of their office, have mismanaged the estate and/or failed to perform certain duties pertaining to the office

FURTHER AFFIANT SAITH NOT


YAMMAN BROWN LUMAR

Sworn to and subscribed
before me this 24 day
of January, 2007


NOTARY PUBLIC (SEAL)



FB 000090

IN THE PROBATE COURT OF AIKEN COUNTY

STATE OF SOUTH CAROLINA

IN THE MATTER OF
JAMES BROWN, a/k/a
JAMES JOSEPH BROWN

)
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)

CASE/ESTATE NO _____

AFFIDAVIT OF DEANNA J BROWN THOMAS

Personally appeared before the undersigned officer, duly authorized under law to administer oaths, Deanna J Brown Thomas, who, after being sworn, states as follows

1

I am over 21 years of age, I am competent to make this Affidavit and I have personal knowledge of the facts set forth herein

2

I am a resident of Aiken County, SOUTH CAROLINA

4

I am the daughter of James Brown, a/k/a James Joseph Brown and specifically designated in his Will as one member of the entire class of heirs to the Estate of James Brown

5

The personal representatives of the Estate of James Brown have not made any accounting to me, as a beneficiary of the Estate, of the assets of certain trusts that make up the bulk of the Estate of James Brown

6

I believe all or some of the personal representatives of the Estate have knowledge of certain liquid assets whose location is unknown to the lawful heirs of the Estate



2722

FB 000091

7

The personal representatives have failed to account for any assets of the Estate or for of the purported Irrevocable Trust even after demand for same

8

These liquid assets of the Estate are in jeopardy of being misappropriated by some or all of the appointed personal representatives

9

The personal representatives have attempted to take legal action and use their influence in the community, and the fact that the security guards are paid for by the personal representatives, to prevent the undersigned access to the real and personal property of the Estate or of the purported trust

10

On January 23, 2007 the personal representatives, along with their attorneys and certain other private individuals, came to the real property of James Brown, to wit, Douglas Road Beech Island, SC and without knowledge of or permission of the undersigned brought investigators (See Affidavit of Joseph Lee) who, according to Lee, head of security for the James Brown Estate, insisted on coming on the property to allegedly inventory the property of the deceased's estate

11

The undersigned affiant was informed that the investigators and personal representatives were photographing vacant areas of land and other areas of the real property (which consists of approximately 100 acres) which actions, for reasons of personal security and property security that affiant will not discuss in this document but will present testimony to the Court "in camera" at any and all hearings, the affiant believes places assets of the estate at risk and in jeopardy and may be lost if this Court does not immediately act Affiant does not believe, as will be shown to this Court in an "in camera" presentation of evidence, that the personal representatives are trustworthy or

that they would disclose the existence of or even the nature of the assets being described herein if, such assets were found exclusively by the personal representatives nor would such personal representatives be trusted by the affiant to account to this Court and the Estate to account for said undisclosed assets. Affiant recognizes that the language of this paragraph is vague and that language is created specifically by the affiant for the protection of the Estate and not to mislead the court because affiant recognizes that the affiant's motion and this affidavit, once filed, will become a public document and such public document will be available to anyone including the media

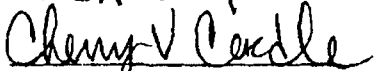
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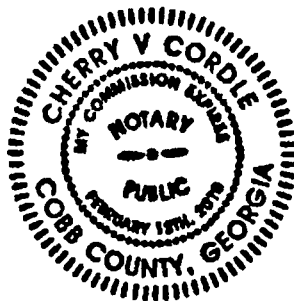
Affiant shows, through this affidavit, that all of the personal representatives of the Estate of James Brown have become incapable of discharging the duties of their office, have mismanaged the estate and/or failed to perform certain duties pertaining to the office

FURTHER AFFIANT SAITH NOT


DEANNA J. BROWN THOMAS

Sworn to and subscribed
before me this 27 day
of January, 2007


NOTARY PUBLIC (SEAL)



FB 000093

FEB 06 2007



IN THE PROBATE COURT OF AIKEN COUNTY

STATE OF SOUTH CAROLINA

IN THE MATTER OF
JAMES BROWN, a/k/a
JAMES JOSEPH BROWN

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)
)

CASE/ESTATE NO _____

AFFIDAVIT OF DARYL J BROWN

Personally appeared before the undersigned officer, duly authorized under law to administer oaths, Daryl J Brown, who, after being sworn, states as follows

1

I am over 21 years of age, I am competent to make this Affidavit and I have personal knowledge of the facts set forth herein

2

I am a resident of Richmond County, GEORGIA

4

I am the son of James Brown, a/k/a James Joseph Brown and specifically designated in his Will as one member of the entire class of heirs to the Estate of James Brown

5

The personal representatives of the Estate of James Brown have not made any accounting to me, as a beneficiary of the Estate, of the assets of certain trusts that make up the bulk of the Estate of James Brown

6

I believe all or some of the personal representatives of the Estate have knowledge of certain liquid assets whose location is unknown to the lawful heirs of the Estate

FB 000094

7

The personal representatives have failed to account for any assets of the Estate or for of the purported Irrevocable Trust even after demand for same

8

These liquid assets of the Estate are in jeopardy of being misappropriated by some or all of the appointed personal representatives

9

The personal representatives have attempted to take legal action and use their influence in the community, and the fact that the security guards are paid for by the personal representatives, to prevent the undersigned access to the real and personal property of the Estate or of the purported trust

10

On January 23, 2007 the personal representatives, along with their attorneys and certain other private individuals, came to the real property of James Brown, to wit, Douglas Road, Beech Island, SC and without knowledge of or permission of the undersigned brought investigators (See Affidavit of Joseph Lee) who, according to Lee, head of security for the James Brown Estate, insisted on coming on the property to allegedly inventory the property of the deceased's estate

11

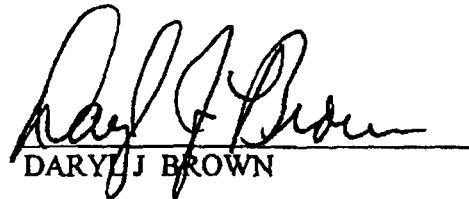
The undersigned affiant witnessed the investigators and personal representatives photographing vacant areas of land and other areas of the real property (which consists of approximately 100 acres) which actions, for reasons of personal security and property security that affiant will not discuss in this document but will present testimony to the Court "in camera" at any and all hearings, the affiant believes places assets of the estate at risk and in jeopardy and may be lost if this Court does not immediately act Affiant does not believe, as will be shown to this Court in an "in camera" presentation of evidence that the personal representatives are trustworthy or that they would disclose the

existence of or even the nature of the assets being described herein if, such assets were found exclusively by the personal representatives nor would such personal representatives be trusted by the affiant to account to this Court and the Estate to account for said undisclosed assets. Affiant recognizes that the language of this paragraph is vague and that language is created specifically by the affiant for the protection of the Estate and not to mislead the court because affiant recognizes that the affiant's motion and this affidavit, once filed, will become a public document and such public document will be available to anyone including the media.

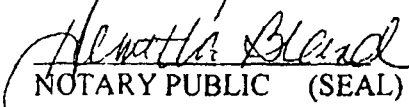
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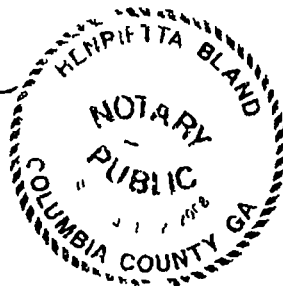
Affiant shows, through this affidavit, that all of the personal representatives of the Estate of James Brown have become incapable of discharging the duties of their office, have mismanaged the estate and/or failed to perform certain duties pertaining to the office.

FURTHER AFFIANT SAITH NOT


DARYL J BROWN

Sworn to and subscribed
before me this 24 day
of January, 2007


NOTARY PUBLIC (SEAL)



TOGETHER with all and singular the Rights Members Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or appertaining

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Heirs and Assigns forever

And the said

does hereby bind itself

and its successors to warrant and forever defend all and singular the said premises unto the said

Heirs and Assigns against itself and its successors claiming or to claim the same or any part thereof

lawfully

IN WITNESS WHEREOF

has caused

these presents to be executed in its name by

(Insert name of Corporation)

its

President and by

(Insert name of President or Vice-President)

its

and its corporate seal to be hereto affixed this day of

(Insert name of State)

in the year of our Lord one thousand nine hundred and

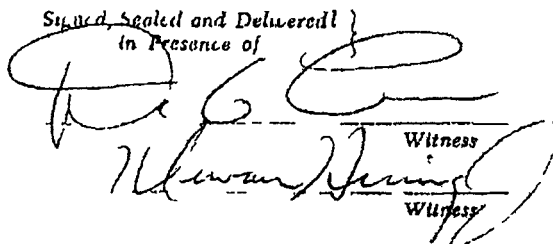
and in the two

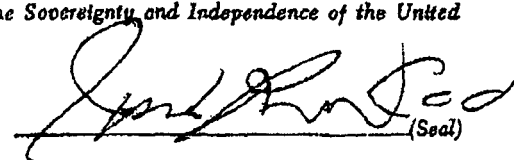
hundred and

year of the Sovereignty and Independence of the United

States of America

Signed, Sealed and Delivered
in Presence of


Witness
Witness


(Seal)

By _____ President

Sec or Treas

The State of South Carolina,

County of

PERSONALLY appeared before me

(Insert name of Witness)

who on oath says that he saw the within named

(Insert name of C. per you)

by

its

(Insert name of President or Vice-President)

President sign the within Deed, and

(Insert See or T. act.)

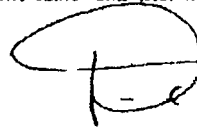
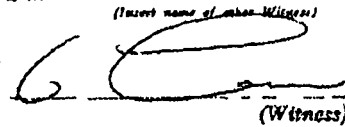
its

attest the same and the said Corporation by said officers seal

said Deed and as its act and deed deliver the same and that he with

(Insert name of other Witness)

witnessed the execution thereof

 
(Witness)

SWORN to before me this

day of

A D 19

Notary Public S C (Seal)

19779

2730

The State of South Carolina

TO

TITLE TO REAL ESTATE

Filed this day of
 A. D. 19
at o'clock M
and recorded Vol. Page
Fee, \$

Register Mesne Conveyance
County S C

Recorded this day of
 19
in page
Fee \$

Auditor County

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
IN THE MATTER OF ESTATE OF JAMES BROWN

IN THE PROBATE COURT

ACCOUNTING

CASE NUMBER 2007 ES 02 0056

☐ FINAL

☒ INTERIM # 4

The undersigned Personal Representative(s) submits this accounting which covers the period from May 28, 2009 through December 31, 2009

The attached document sets forth a complete accounting for the period specified which is summarized as follows

Beginning Balance	<u>14,012 97</u>
Plus Receipts	<u>76,197 36</u>
Subtotal	<u>90,210 33</u>
Less Disbursements	<u>56,029 58</u>
Ending Balance	<u>34,180 75</u>

The Personal Representative declares that this account has been examined and that its contents represent a correct statement of all receipts and disbursements and is true to the best knowledge and belief of the Personal Representative(s)

SWORN to before me this 20 day of 201

Notary Public for South Carolina
My Commission Expires 1

Signature *Russell L. Bauknight*
Name Russell L. Bauknight
Address PO Box 1330
Columbia SC 29202
Telephone (O) 803-771-8943
(H)

Filed 2-1-2010
Sue H Poe
Judge of Probate
By S. Ready

May 28, 2009 – December 31, 2009

*** Beginning and ending carrying balances of all other assets are reported at the indicated \$1 00 amount until values can be determined. The Personal Representative has been unable thus far to locate any reliable information confirming many of the values reported on filings by prior fiduciaries. The filing of this accounting shall in no way constitute (i) an acceptance by the current Personal Representative of any accounting or other filings made by any prior fiduciaries, or (ii) a confirmation of receipt or evidence of physical custody of any such assets by the current Personal Representative.**

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
5/29/09	Chk #1441 – David Washington Payroll and mileage		\$594 81
	Chk#1439 – Aiken Co Clerk of Court		\$150 00
	Chk#1440 – Aiken Co Clerk of Court		\$150 00
5/31/09	Interest	\$ 71	
6/1/09	EFT - SCE&G		\$197 78
6/2/09	Chk #1442 – David Washington Payroll		\$494 81
	Chk #1443 – David Washington Mileage		\$100 00
	Transfer from Security Federal xx5768 to open new Estate Account – Security Federal xx0265	\$5,000 00	
	Transfer from Security Federal xx5768		\$5,000 00
6/4/09	Chk #1447 – AT&T Services		\$ 237 50
	Chk #1446 – Secure Storage Payment		\$ 490 90
	Royalties - 20 th Century Fox Film	\$0 20	
	Royalties - AFM & AFTRA	\$22 96	
6/9/09	Chk #1444 – David Washington Payroll		\$494 81
	Chk# 1445 – David Washington Mileage		\$100 00
6/15/09	Chk #91 – David Washington Petty cash (incidental maintenance expenses)		\$100 00
6/18/09	Chk #92 – David Washington Payroll		\$494 81
	Chk #93 – David Washington Mileage		\$100 00
6/24/09	Chk #94 – David Washington Payroll		\$494 81
	Chk #95 – David Washington Mileage		\$100 00
6/25/09	Chk #96 – Secure Storage Payment		\$484 84
6/30/09	Interest	\$ 47	
7/1/09	Chk #501 – David Washington Payroll		\$494 81
	Chk #502 – David Washington Mileage		\$100 00
	Chk#505 – David Washington Petty Cash (incidental maintenance expenses)		\$100 00
7/1/09	Check Order Fee		\$15 75

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
7/2/09	EFT - SCE&G - Electric charges for Beech Island		\$224 63
7/8/09	Chk# 503 - David Washington Payroll		\$494 81
	Chk# 504 - David Washington Mileage		\$100 00
7/15/09	Chk# 506 - David Washington Payroll		\$494 81
	Chk# 507 - David Washington Mileage		\$100 00
7/21/09	Transfer of funds from Acct# 5768 to Acct # 0265	\$6,000 00	
	Transfer of funds from Acct #5768 to Acct # 0265		\$6,000 00
7/22/09	Chk# 508 - David Washington Payroll		\$494 81
	Chk# 509 - David Washington Mileage		\$100 00
7/29/09	Royalties - Music Reports	\$0 01	
	Royalties - Music Reports	\$0 12	
	Royalties - Music Reports	\$0 17	
	Chk# 510 - David Washington Payroll		\$494 81
	Chk# 511 - David Washington Mileage		\$100 00
	Chk# 512 - Secure Storage Payment		\$484 84
	Chk# 513 - US Treasury - Payroll Taxes		\$1,699 62
	Chk# 514 - SC Department of Revenue - Payroll Taxes		\$264 55
	Check Order Fee - 7/09		\$11 50
7/30/09	Fee Reversal for Check Order Fee (waived fee)	\$11 50	
	Loan Proceeds - Bank of America	\$25,000 00	
7/31/09	Bank Fee		\$10 00
8/2/09	Interest	\$0 34	
8/4/09	Chk# 515 AT&T Services		\$90 57
	Chk# 516 AT&T Services		\$19 55
	Partial Refund of Bank Charge	\$7 48	
8/5/09	Chk# 517 - David Washington Payroll		\$494 81
	Chk# 518 - David Washington Mileage		\$100 00
8/6/09	EFT - SCE&G - Electric charges for Beech Island		\$267 72

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
8/7/09	Bank Chk A 00726-16985 Keenan Suggs – Beech Island Insurance		\$7,358 52
8/12/09	Chk# 519 – David Washington Payroll		\$494 81
8/12/09	Chk# 520 – David Washington Mileage		\$100 00
	Check Order Fee – 8/09		\$11 50
8/19/09	Chk# 355 – David Washington Petty Cash (incidental maintenance expenses)		\$100 00
	Chk# 354 – David Washington Mileage		\$100 00
	Chk# 353 – David Washington Payroll		\$494 81
8/24/09	Royalties – 20 th Century	\$0 20	
	Royalties – Sound Exchange	\$5,595 97	
8/26/09	Chk# 357 – David Washington Mileage		\$100 00
	Chk# 356 – David Washington Payroll		\$494 81
8/31/09	Interest	\$0 10	
	Interest	\$0 76	
9/1/09	Chk# 358 – Beech Island Community Water		\$3 40
	Chk# 359 – Secure Storage Payment		\$484 84
9/2/09	Chk# 361 – David Washington Mileage		\$100 00
	Chk# 360 – David Washington Payroll		\$494 81
9/8/09	Chk# 362 – Secure Storage Payment		\$484 84
	EFT - SCE&G - Electric charges for Beech Island		\$274 23
9/9/09	Chk# 364 – David Washington Mileage		\$100 00
	Chk# 363 – David Washington Payroll		\$494 81
9/16/09	Chk# 366 – David Washington Mileage		\$100 00
	Chk# 365 – David Washington Payroll		\$494 81
	Chk# 368 – David Washington Mileage		\$100 00
9/23/09	Chk# 367 – David Washington Payroll		\$494 81
	Chk#370 – David Washington Mileage		\$100 00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
9/30/09	Chk# 369 – David Washington Payroll		\$494 81
	Interest	\$0 72	
	Interest	\$0 09	
10/2/09	Chk# 374 – Beech Island Community Water		\$22 00
	Chk# 373 – Secure Storage Payment		\$484 84
10/5/09	Bank Annual Fee		\$125 00
10/6/09	EFT - SCE&G - Electric charges for Beech Island		\$283 46
10/7/09	Chk# 372 – David Washington Mileage		\$100 00
	Chk# 371 – David Washington Payroll		\$494 81
10/12/09	Chk#377 – AT&T Services		\$93 44
10/13/09	Royalties – Sound Exchange	\$10,972 10	
10/14/09	Chk# 380 – David Washington Petty Cash (incidental maintenance expenses)		\$100 00
	Chk# 376 – David Washington Mileage		\$100 00
	Chk# 375 – David Washington Payroll		\$494 81
10/21/09	Chk# 379 – David Washington Mileage		\$100 00
	Chk# 378 – David Washington Payroll		\$494 81
10/27/09	Chk# 382 – SC Department of Revenue – Payroll Taxes		\$284 90
	Chk# 381 – US Treasury – Payroll Taxes		\$1,830 36
10/28/09	Chk# 384 – David Washington Mileage		\$100 00
	Chk# 383 – David Washington Payroll		\$494 81
10/30/09	Interest	\$0 81	
10/31/09	Interest	\$0 10	
11/3/09	Chk# 385 – Beech Island Community Water		\$11 00
11/4/09	Chk# 387 – David Washington Mileage		\$100 00
	Chk# 386 – David Washington Payroll		\$494 81
11/5/09	EFT - SCE&G - Electric charges for Beech Island		\$296 69
11/11/09	Chk# 391 – Secure Storage Payment		\$484 84

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
	Chk# 389 – David Washington Mileage		\$100 00
	Chk# 388 – David Washington Payroll		\$494 81
	Chk# 390 – AT&T Services		\$48 16
11/18/09	Chk# 393 – David Washington Mileage		\$100 00
	Chk# 392 – David Washington Payroll		\$494 81
11/25/09	Chk# 395 – David Washington Mileage		\$100 00
11/25/09	Chk# 394 – David Washington Payroll		\$494 81
11/30/09	Chk# 397 – David Washington Mileage		\$100 00
	Chk# 396 – David Washington Payroll		\$494 81
	Interest	\$0 83	
	Interest	\$0 08	
12/8/09	Chk# 401 – Beech Island Community Water		\$24 20
	Chk# 402 – Secure Storage Payment		\$484 84
	Chk# 403 – AT&T Services		\$47 25
12/9/09	Chk# 400 – David Washington Petty Cash (incidental maintenance expenses)		\$100 00
	Chk# 398 – David Washington Mileage		\$100 00
	Chk# 399 – David Washington Payroll		\$494 81
	Royalties – Sound Exchange	\$12,212 27	
	Royalties – AFM & AFTRA	\$306 78	
	Royalties – Entertainment Partners	\$99 60	
	Royalties – 20 th Century	\$0 25	
12/10/09	EFT - SCE&G - Electric charges for Beech Island		\$242 59
12/15/09	Refund of Bank Annual Fee	\$125 00	
12/16/09	Chk# 404 David Washington Mileage		\$100 00
	Chk# 405 – David Washington Payroll		\$494 81
12/17/09	Chk# 406 – David Washington Reimbursement for equipment (yard blower)		\$245 03
12/23/09	Chk# 407 David Washington Mileage		\$100 00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
	Chk# 408 – David Washington Payroll		\$494 81
12/28/09	Royalties – Sound Exchange	\$9,647 89	
12/29/09	Royalties – AARC	\$1,188 72	
12/30/09	Chk# 411 Aiken County Treasurer – Property Taxes		\$7,069 98
12/30/09	Chk# 409 David Washington Mileage		\$100 00
	Chk# 410 – David Washington Payroll		\$494 81
12/31/09	Interest	\$1 00	
	Interest	\$0 03	
12/31/09	Interest	\$0 10	
	TOTALS	\$76,197 36	\$56,029 58

	Ending Balances		
	Security Federal Acct xxxxx5768		0 00
	Security Federal Acct xxxxx0265		2,186 65
	Merrill Lynch Acct		31,993 10
	All other assets*		1 00
	TOTAL ENDING BALANCE		\$34,180 75

ADDITIONAL FINANCIAL INFORMATION

- M&T Bank reported to the Estate for the accounting period the following royalty receipts and related expenses pursuant to the TIAA Royalty Debt,

12/15/09 Receipts \$1,535,304 02 M&T Bank reported this amount applied as follows

M&T Trustee Fees	\$4,500 00
Expenses and Reserves	\$17,853 04
Interest Payments	\$461,965 58
Principal Payments	\$1,050,985 40

TIAA Bond Principal Balance at 12/15/2009 \$10,337,294 61

- Claims against the Estate are not reflected in this interim accounting
- Beginning and ending carrying balances of all other assets are reported at the indicated \$1 00 amount until values can be determined. The Personal Representative has been unable thus far to locate any reliable information confirming many of the values reported on filings by prior fiduciaries. The filing of this accounting shall in no way constitute (i) an acceptance by the current Personal Representative of any accounting or other filings made by any prior fiduciaries, or (ii) a confirmation of receipt or evidence of physical custody of any such assets by the current Personal Representative.

MAY 22 2009

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

PROBATE COURT

IN THE MATTER OF ESTATE OF JAMES BROWN
CASE NUMBER 2007-ES-02-0056

ACCOUNTING
(Supplemental and Amended)

[] FINAL
[X] INTERIM #1A

The undersigned Personal Representatives submit this Supplemental and Amended Accounting which covers the period from November 20, 2007, through May 20, 2009 ¹

The attached documentation sets forth a complete accounting for the period specified, which is summarized as follows

	Income	Principal	Total*
Beginning Balance			\$100,000,000 00
Plus Receipts			\$ 6,196,325 60
Subtotal			\$106 196,325 60
Less Disbursements			\$ (6 333 310 58)
Ending Balance			\$ 99,863,015 02

*If a consolidated accounting use this column

The Personal Representatives declare that this account has been examined and that its contents represent a correct statement of all receipts and disbursements and are true to the best knowledge and belief of the Personal Representatives

FORM #360PC (7/87)
SCPC 3-704 3-1003

PAGE 1 OF 2

¹ This amends and supplements the accounting that covers November 20 2007 through June 20, 2008

Filed 5-20-2009
Sue H Roe
Jud 274 Probate
By [Signature]

[Signature]

MAY 22 2009

Signature Robert L. Buchanan Jr.

Name Robert L Buchanan Jr

Address 212 Newberry Street NW

P O Box 463

Aiken South Carolina 29802-0463

Telephone(O) 803-649-2586

Signature Adele J. Pope

Name Adele J Pope

Address 1218 Taylor Street

PO Drawer 7125

Columbia, SC 29202-7125

Telephone(O) 803-779-1870

SWORN to before me this

20th day of May, 2009

James D. Bell (LS)

Notary Public for South Carolina

My Commission Expires 2/18/15

FORM #360PC (7/87)

SCPC 3-704, 3-1003

PAGE 2 OF 2

2742

aw
R.S.

MAY 23 2008

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
	6 Remaining assets ⁵	\$ 96 633,177 24	
	Total value, Beginning assets	\$ 100 000,000 00	
	Less Secured Claims, Etc		
	1 TIAA Royalty Debt		\$ 17 026,624 18
	2 Priority loan from TIAA/M&T, Trustee		\$ 100,000 00
	3 Other claims, including Debts and disputed claims at nominal carrying value		\$ 1 00
	NET VALUE OF BEGINNING ASSETS	\$ 82,873,374 82	
11/20/07	Beginning Assets as shown above \$100,000,000 00	\$ 100,000 000 00	
11/20/07	Sizemore Security (Ck #1033) SFB #5768		\$ 4 284 00
11/28/07	D Washington (Ck #1039) SFB #5768		\$ 403 81
11/28/07	Aiken County Probate Court filing fee Complaint for DJ (Ck #1040) SFB #5768		\$ 150 00
11/29/07	Cruise Security (Ck #1041) (for Trust) - Installation of Security System April Not paid by former Trustees [Advance to 2000 Trust] SFB #5768		\$ 3 976 45
11/30/07	Service Charge SFB #5768		\$ 10 00
12/2/07	Interest Deposit SFB #5768	\$ 8 13	
12/4/07	Hogan and Hartson, LLP Portion fee, as per Court Order dtd 6/22/07 (Ck #1042) (Estate, JBE and JB, LLC, as per 8/10/07 Order) SFB #5768 Engaged per Court Order		\$ 17,444 27

⁵ Residue of assets including those owned by estate trust & other James Brown entities including but not limited to royalty interests image, persona Publicity Rights licenses & other related rights including rights owned by Geronimo LLC James Brown d/b/a The New James Brown Enterprises Inc Also including but not limited to rights and claims against former PRs/Trustees Seventh Decade and/or others for losses during the period prior to the death of James Brown Also includes GG Contract and Soundexchange Contract

MAY 21 2008

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
12/4/07	Sellars and Cole, LLC Engaged per Court Order dtd 8/10/07 (Ck #1043) SFB #5768 10/31 bill Estate \$2,354 00 11/30 bill, 'I Feel Good' Trust \$5,368 00 11/30 bill Estate \$4,325 29		\$ 12 047 29
12/4/07	D Washington - w/e 12/1/07 (Ck #1044) SFB #5768		\$ 494 81
12/4/07	Beech Island Water District (for Trust) (Ck#1045) Accts #01 3940-00 \$68 96 #01 3942-00 \$31 93 SFB #5768		\$ 100 89
12/4/07	Tony M Pounds - reimbursement, petty cash at guard house (Ck #1046) SFB #5768		\$ 42 19
12/4/07	Sizemore Security - Invoice dtd 11/25/07, Inv #143890 (Ck #1047) SFB #5768		\$ 2 462 47
12/5/07	Deposit - SC State Treasurer Contingencies Account SFB #5768	\$ 876 34	
12/5/07	Deposit - AARC (Alliance of Artists and Recording Companies) Royalty SFB #5768	\$ 2 540 23	
12/5/07	Deposit - Geronimo Music LLC 6 mo ended 9/30/07 (Trust) SFB #5768	\$ 16 856 19	
12/5/07	Deposit - Geronimo Music LLC, 2 nd and 3 rd Qtr Artist Fee SFB #5768	\$ 8,938 97	
12/5/07	D Washington w/e 12/8/07 (Ck #1048) SFB #5768		\$ 494 81
12/5/07	Sizemore Security (Ck #1049) Inv #143723 11/18/07 \$2,189 82 portion Inv #143256, 11/11/07 \$1 810 18 NOTE Begin excess payments to bring down debt of former PR/Trustees SFB #5768		\$ 4 000 00
12/5/07	SCE&G (Ck #1050) SFB #5768		\$ 765 42

MAY 22 2008

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
12/11/07	Sizemore Security (Ck #1051) SFB #5768 Inv #144449 12/2/07 \$ 2142 00 rem Inv #143256, 11/11/07 \$ 448 96 portion, Inv #142911 11/4/07 \$1,409 04		\$ 4 000 00
12/11/07	D Washington - w/e 12/15/07 (Ck #1052) SFB #5768		\$ 494 00
12/11/07	Tony Pounds - petty cash guard house (Ck #1053) SFB #5768		\$ 200 00
12/13/07	Deposit - AFM New Use (PP) SFB #5768	\$ 489 80	
12/15/07	Royalties received, 2 nd Half 2007	\$ 2,441 417 38	
12/15/07	Royalties applied to TIAA debt as follows Principal \$1,996 452 32 Interest \$444 965 06		\$ 2,441 417 38
12/18/07 ⁶	D Washington - w/e 12/22/07 (Ck #1055) SFB #5768		\$ 494 81
12/18/07	Sizemore Security (Ck #1058) SFB #5768 Inv #145161, 12/2/07 \$ 2 142 00 portion, Inv #144791, 12/9/07 \$1 858 00		\$ 4,000 00
12/18/07	SC Employment Security Commission (Ck #1062) - 3 rd & 4 th Quarter SFB #5768		\$ 25 00
12/18/07	AT & T (Ck #1065) (Home Estate Security)		\$ 310 28
12/26/07	D Washington - w/e 12/29/07 (Ck #1056) SFB #5768		\$ 494 81
12/26/07	Sizemore Security (Ck #1059) SFB #5768 Inv #145457, 12/23/07 \$ 2 142 00 rem Inv #144791 12/9/07 \$ 284 00 rem Inv #142911, 11/4/07 \$ 761 66 portion Inv #142466, 10/28/07 \$ 812 34		\$ 4,000 00
12/31/07	Interest Deposit SFB #5768	\$ 12 04	

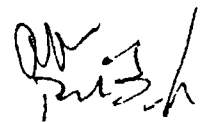
⁶ Checks 1054 1060 1063 1064 1159 1160 1217 1293 1294 1278 Void

MAY 22 2008

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
1/2/08	D Washington w/e 1/5/08 (Ck #1057) SFB #5768		\$ 494 81
1/2/08	Sizemore Security (Ck #1061) SFB #5768 Inv #145788, 12/30/07 \$ 2 298 31 rem Inv #142466 10/28/07 \$1,329 66 portion Inv #142171, 10/21/07 \$ 372 03		\$ 4,000 00
1/2/08	Aiken County Treasurer, Aiken County Taxes (Ck #1066) SFB #5768		\$ 6 791 29
1/9/08	Petty Cash - guard house (Ck #1067) SFB #5768		\$ 100 00
1/9/08	Benjamin Franklin, Plumbing (Ck #1068) SFB #5768		\$ 194 50
1/9/08	D Washington - w/e 1/12/08 (Ck #1069) SFB #5768		\$ 494 81
1/10/08	Auto Owners Insurance Home Insurance Policy #47-412-829-00 (Ck #1070) SFB #5768		\$ 598 17
1/11/08	Deposit - Ab St Management, refund (JBE Inc) SFB #5768	\$ 270 00	
1/14/08	AT & T Acct #803-827 2065 (Ck # 1071) SFB #5768		\$ 35 46
1/15/08	IRS - User Fee, Application for Determination - James Brown "I Feel Good" Trust, \$750 of \$870 charitable donations, incorrectly deposited by former PRs into account entitled I Feel Good Trust of James Brown but used for non- charitable Educational Trust Note account was closed and paid to JBE, Inc, by former Trustees Cannon, Bradley and Dallas prior to August 10, 2007 See Exhibit B to Supp Aff of AJP, dated 1/7/08 (Ck #1072) SFB #5768		\$ 750 00
1/15/08	Benjamin Franklin, Plumbing (Ck #1073) SFB #5768		\$ 684 27
1/17/08	KFR - mileage miscellaneous, masters transfer (Ck #1074) SFB #5768		\$ 300 00

MAY 22 2009

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
1/17/08	Sizemore Security (Ck #1075) SFB #5768 Inv #146262, 1/6/08 \$ 2,373 23 portion Inv #142171 10/21/07 \$ 1 626 77		\$ 4 000 00
1/17/08	AT & T (Ck # 1076) SFB #5768		\$ 65 89
1/17/08	Beech Island Water District (Ck #1077) Accts #01-3940 00 \$18 17 #01 3942 00 \$13 20 SFB #5768		\$ 31 37
1/18/08	D Washington - w/e 1/19/08 (Ck #1078) SFB #5768		\$ 494 81
1/18/08	Sound Archives – deposit for transport to archives (Ck #1082) SFB #5768		\$ 1 800 00
1/22/08	SCE & G (Ck #1083)		\$ 1,532 20
1/22/08	Petty Cash (Ck #1085) SFB #5768		\$ 100 00
1/23/08	Sizemore Security (Ck #1084) SFB #5768 Inv #146724 1/13/08 \$ 2,499 09 rem Inv #142171 10/21/07 \$ 143 20 portion, Inv #141634, 10/14/07 \$ 357 71		\$ 3 000 00
1/23/08	Sizemore Security (Ck #1086) SFB #5768 Inv #147018 1/20/08 \$ 2 443 30 portion, Inv #141634, 10/14/07 \$ 556 70		\$ 3 000 00
1/23/08	Security Federal Bank – Form 941 for 3Q 2007 (Ck #1087) SFB #5768		\$ 1,769 45
1/23/08	SC DOR - 3Q 2007 Form WH1605, Estate (Ck #1088) SFB #5768		\$ 238 28
1/23/08	US Treasury - 4Q 2007 Form 941 Estate (Ck #1089) SFB #5768		\$ 1,691 62
1/23/08	SC DOR - 4Q 2007 Form WH1606 Estate (Ck #1090) SFB #5768		\$ 264 55
1/23/08	Deposit – Wedge Productions (JBE) contract extension SFB #5768	\$ 15 000 00	
1/25/08	D Washington w/e 1/26/08 (Ck #1079) SFB #5768		\$ 494 81



DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
1/31/08	Interest Deposit SFB #5768	\$ 8 64	
2/1/08	D Washington w/e 2/02/08 (Ck #1080) SFB #5768		\$ 494 81
2/5/08	Lisa H Hicklin – Transcripts for Hearings 2/9/07, 6/13/07, 8/10/07, 9/24/07, 11/15/07, 11/20/07, 1/4/08, 1/9/08 (Ck #1091) SFB #5768		\$ 1 202 50
2/7/08	Jessie F Beeber – consultation (Ck #1092) SFB #5768		\$ 1 500 00
2/8/08	D Washington w/e 2/09/08 (Ck #1081) SFB #5768		\$ 494 81
2/12/08	Aiken County – filing fee, Motion (Ck #1094) SFB #5768		\$ 25 00
2/12/08	D Washington - w/e 2/16/08 (Ck #1095) SFB #5768		\$ 494 81
2/12/08	Petty Cash (Ck #1096) SFB #5768		\$ 100 00
2/13/08	Deposit – Wedge Productions House of Blues Estate i/n/o <u>New</u> JBE SFB #5768 ⁷	\$ 15,000 00	
2/13/08	Deposit – SoundExchange (<u>New</u> JBE, Inc) SFB #5768	\$ 2 613 03	
2/13/08	SCE & G – all 8 accounts (DRAFT) SFB #5768		\$ 1 999 70
2/13/08	Sizemore Security (Ck #1097) SFB #5768 Inv #147789, 2/3/08 \$ 2,180 26 portion, Inv #141634 10/14/07 \$ 819 74		\$ 3 000 00
2/13/08	Sizemore Security (Ck #1098) SFB #5768 Inv #147293, 1/27/08 \$ 2,142 00 rem Inv #141634, 10/14/07 \$ 407 85 portion, Inv #141340, 10/07/07 \$ 450 15		\$ 3,000 00

⁷ Followup t/c indicates last payment See file

MAY 22 2009

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
2/13/08	Beech Island Water District (Ck #1099) Accts #01-3940-00 \$85 06 #01-3942 00 \$12 84 SFB #5768		\$ 97 90
2/13/08	AT & T (Ck #1100)		\$ 102 21
2/13/08	Sellars and Cole, LLC (Ck #1101) SFB #5768 1/31 bill Estate \$ 368 00 1/31 bill JBE, Inc \$ 45 00 1/31 bill, James Brown, LLC \$ 45 00 1/31 bill, Irrev Trust \$ 100 00 1/31 bill 'I Feel Good' Trust \$ 670 00		\$ 1 228 00
2/13/08	Auto Owners Insurance - House Insurance (Ck #1102) SFB #5768		\$ 598 17
2/15/08	Sizemore Security (Ck #1103) SFB #5768 Inv #148094, 2/10/08 \$ 2,142 00 portion, Inv #141340, 10/07/07 \$ 858 00		\$ 3,000 00
2/15/08	Kane Office Technologies Inc - Cannon Litigation (Ck #1104) SFB #5768		\$ 164 92
2/19/08	Chargeback Soundexchange as per bank SFB #5768		\$ 2 613 03
2/19/08	Chargeback fee, as per bank SFB #5768		\$ 5 00
2/20/08	Lisa H Hicklin 2/7/08 hearing (Ck #1105) SFB #5768		\$ 1 144 00
2/21/08	Sizemore Security (Ck #1108) SFB #5768 Inv #148433, 2/17/08 \$ 2 142 00 rem, Inv #141340, 10/07/07 \$ 833 85 portion, Inv #140759, 9/30/07 \$ 24 15		\$ 3 000 00
2/22/08	D Washington - w/e 2/23/08 (Ck #1106) SFB #5768		\$ 494 81
2/22/08	To show closing transfer from SFB #6282 to SFB #5768 No change in assets To show interest earned prior to transfer SFB #427486282 closed	\$ 613 78	
2/26/08	Law Office of James D Bailey PC - portion, 2/12/08 bill (Ck #1109)		\$ 15 000 00

MAY 22 2009

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
2/26/08	Hogan & Hartson, LLP portion legal fees Pullman Litigation (NY) (Ck #1110)		\$ 15 000 00
2/26/08	Buchanan (Office) – partial payment for costs etc , as per Court Order dtd 1/8/08(Ck #1111)		\$ 15,000 00
2/26/08	Pope (Office) – partial payment for costs, etc as per Court Order dtd 1/8/08 (Ck #1112)		\$ 15,000 00
2/26/08	Sizemore Inc (Ck #1115) Inv #148797, 2/24/08 \$ 2,142 01 portion, Inv #140759, 9/30/07 \$ 857 99		\$ 3,000 00
2/27/08	SCE & G – all 8 accounts (DRAFT)		\$ 1,286 37
2/28/08	D Washington - w/e 2/29/08 (Ck #1107)		\$ 494 81
2/29/08	US Treasury – Form 940 JBE Inc 2007 (Ck #1118)		\$ 351 83
3/02/08	Interest Deposit	\$ 9 97	
3/7/08	D Washington - w/e 3/08/08 (Ck #1113)		\$ 494 81
3/10/08	Miscellaneous Deposit, SFB #5768	\$ 33 61	
3/11/08	Cheri L Young, RPR – Transcript for 12/21/07 Hearing (Ck #1116)		\$ 124 35
3/11/08	Augusta Turf & Specialty Vehicles – golf cart battery, labor parts and servicing (Ck #1117)		\$ 360 95
3/11/08	Deposit – House Insurance Refund (\$598 17) Entertainment Partners (\$20 13)	\$ 618 30	
3/11/08	Deposit – AFTRA, Grammys 50 th Anniv Special Residual	\$ 812 56	
3/11/08	Deposit – Warner Music Group (\$144 89) BMI (\$58 08)	\$ 202 97	
3/11/08	Cpt Pounds – Petty Cash (Ck #1121)		\$ 100 00
3/14/08	D Washington - w/e 3/15/08 (Ck #1114)		\$ 494 81
3/19/08	Deposit – SoundExchange (New JBE, Inc)	\$ 2 690 41	
3/19/08	Law Office of James D Bailey, PC (Ck #1145)		\$ 500 00

MAY 22 2009

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
3/19/08	Beech Island Water District (Ck #1122) Accts #01-3940-00 \$13 20 #01 3942-00 \$13 20		\$ 26 40
3/19/08	AT & T (Ck #1123)		\$ 65 79
3/19/08	Secure storage- storage, masters, Inv dtd 2/29/08 (less previous payment of \$1,800 00) (Ck #1124)		\$ 358 32
3/20/08	Sizemore Inc (Ck #1125) Inv #149295, 3/2/08 \$ 2 142 00 rem Inv #140759, 9/30/07 \$ 229 61		\$ 2 371 61
3/20/08	Sizemore, Inc (Ck #1126) Inv #149783 3/9/08		\$ 2 521 43
3/20/08	Sellars DuRant - Inv #2008-08 accounting services (Ck #1127)		\$ 1,999 50
3/21/08	D Washington - w/e 3/22/08 (Ck #1120)		\$ 494 81
3/21/08	LINK Conference Call, LLC - for 2/19/08 teleconference, Inv dtd 3/1/08 (Ck #1128)		\$ 9 50
3/21/08	AT & T (Ck #1129)		\$ 35 39
3/22/08	First Citizens Visa reimbursement for transport of Masters (Ck #1132)		\$ 427 08
3/27/08	SC Ct of Appeals - Filing Fee, Mot (Ck #1136)		\$ 25 00
3/28/08	D Washington - w/e 3/29/08 (Ck #1133)		\$ 494 81
4/1/08	SCE & G - all 8 accounts (DRAFT) SFB #5768		\$ 916 71
4/2/08	Lisa Hicklin - Transcript, 2/20/08 hearing (Ck #1139)		\$ 409 50
4/4/08	Clark American checks - DRAFT (debited on 3/19/08)		\$ 62 25
4/4/08	Interest Deposit	\$	5 35
4/4/08	To adjust for bank error Check of D Washington cleared at 0 81 cents below actual amount	\$	0 81

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
4/4/08	Richards (Ck #1137) – overdue rental payments for furs Required for release to Christie's		\$ 630 00
4/4/08	Aiken County Planning and Development – map of 430 Douglas Dr Beech Island (Ck #1146)		\$ 25 00
4/5/08	D Washington – mileage and extra help (Ck #1138)		\$ 200 00
4/7/08	Windsor Jewelers (Ck #1140) – appraisal ordered by Cannon Dallas and Bradley but not paid Required for release to Christie's		\$ 5 700 00
4/7/08	D Washington - w/e 4/5/08 (Ck #1134)		\$ 494 81
4/7/08	D Washington – Petty Cash (Ck #1142)		\$ 100 00
4/7/08	Innovative Solutions – outside copies, Corbis Litigation (Ck #1147)		\$ 224 81
4/11/08	D Washington - w/e 4/12/08 (Ck #1143)		\$ 494 81
4/17/08	National Financial Services, LLC (WAMU) i/n/o James Brown - Deposit	\$ 1,392 87	
4/17/08	Sizemore, Inc (Ck #1130) Inv #149977 3/26/08 \$ 2,314 17 portion , Inv #150287, 3/23/08 \$ 685 83		\$ 3,000 00
4/17/08	Sound Archives (Ck #1131)		\$ 1,500 00
4/18/08	D Washington - w/e 4/19/08 (Ck #1144)		\$ 494 81
4/18/08	Beech Island Water District (Ck #1151) Accts #01-3940-00 \$13 20, #01-3942-00 \$13 20		\$ 26 40
4/18/08	AT & T (Ck #1152)		\$ 139 35
4/25/08	D Washington - w/e 4/26/08 (Ck #1148)		\$ 494 81
4/28/08	Kane Office Technologies, Inc Cannon Litigation #8395 (Ck #1153)		\$ 248 05
4/28/08	LINK Conference Call, LLC – for 3/31/08 teleconference, Inv dtd 4/1/08 (Ck #1154)		\$ 24 60

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
4/28/08	Sizemore Inc (Ck #1155) portion Inv #150287, 3/23/08		\$ 1,000 00
4/28/08	Law Office of James D Bailey, PC – portion 2/12/08 bill (Ck #1156)		\$ 3,000 00
4/29/08	Lisa Hicklin – Transcript for 3/07/08 hearing (Ck #1149)		\$ 682 50
4/30/08	Laboratory Corporation of America – DNA Testing of James Brown II (Ck #1157)		\$ 300 00
4/30/08	Interest Deposit	\$ 2 45	
5/1/08	Deposit – Enterprise Bank Acct #151000007 (James Brown Irrev Trust)	\$ 4,140 74	
5/1/08	Deposit – SoundExchange (New JBE, Inc)	\$ 22,605 31	
5/1/08	D Washington - w/e 5/2/08 (Ck #1150)		\$ 494 81
5/1/08	Hatcher Stubbs, Land Hollis & Rothschild - retainer fee (Ck #1158)		\$ 1 000 00
5/5/08	SCE & G – all 8 accounts (DRAFT)		\$ 619 08
5/6/08	Beech Island Water District (Ck #1166) Accts #01-3940-00 \$11 92, #01-3942-00 \$11 00		\$ 22 92
5/6/08	Sound Archives – storage of masters, invoice range LP20856 (Ck #1167)		\$ 490 90
5/6/08	US Treasury – Penalty and Interest for JBE, Inc Form 940, period 12/31/07 (Ck #1168)		\$ 37 91
5/6/08	AT & T (Ck #1175)		\$ 98 51
5/6/08	Law Office of James D Bailey, PC – (Ck #1176) remainder, 2/12/08 bill \$ 729 45 portion, 3/13/08 bill \$ 2 270 55		\$ 3,000 00
5/6/08	Buchanan (Office) – partial payment for costs, etc , as per Court Order (Ck #1177)		\$ 3,000 00
5/6/08	Pope (Office) – partial payment for costs, etc , as per Court Order (Ck #1178)		\$ 3 000 00
5/9/08	D Washington - w/e 5/9/08 (Ck #1163)		\$ 494 81

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
5/12/08	Aiken County Clerk of Court (Ck #1179)		\$ 150 00
5/14/08	SC Department of Revenue – Estate of JB for 9/30/07 quarter, Former PR/Trustees 10/31/07 (Ck #1180)		\$ 43 64
5/14/08	Sellars DuRant – Inv #2008 417 accounting services (Ck #1181)		\$ 999 00
5/14/08	D Washington (Ck #1182) Extra mileage \$100 00 Petty Cash \$100 00		\$ 200 00
5/16/08	D Washington w/e 5/16/08 (Ck #1164)		\$ 494 81
5/22/08	Deposit – Purchase of 2506 Parkway Drive Augusta GA (payable to Estate of James Brown)	\$ 6,000 00	
5/22/08	To set up Note Security Deed, Quitclaim of JJ Brown house and contents as per Court Order dtd 2/20/08 Note is portion of remaining assets described above \$54,000 00		
5/22/08	Cordle Law Firm – Costs and Taxes, estimated 2008 closing sale of Joseph Brown (Ck #1162)		\$ 257 35
5/22/08	Law Office of James D Bailey PC – portion bill \$ 3 000 00 (Ck #1183)		\$ 3,000 00
5/23/08	D Washington - w/e 5/23/08 (Ck #1165)		\$ 494 81
5/23/08	Deposit – Universal Music Group, Inc Payable to James Brown DBA Godfather of Soul Music c/o JB Ross & Associates, PC	\$ 47 91	
5/23/08	D Washington – extra mileage (Ck #1184)		\$ 100 00
5/27/08	Innovative Solutions – outside copies (Ck #1191)		\$ 22 31
5/29/08	Aiken County Clerk of Court – Motion for Approval of Scheduling Order Will/Trust/Heirs Proceeding (Ck #1161)		\$ 25 00
5/30/08	D Washington w/e 5/30/08 (Ck #1185)		\$ 494 81

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
5/30/08	D Washington – extra mileage (Ck #1188)		\$ 100 00
5/30/08	Interest Deposit	\$ 3 14	
6/3/08	SCE & G – DRAFT		\$ 100 42
	Acct #4-2100-7444-7824 \$24 86		
	Acct #4 2100-7444-7045 \$67 15		
	Acct #4 2100 7444-6733 \$ 8 41		
6/4/08	D Washington – petty cash (Ck #1192)		\$ 250 00
6/4/08	Buchanan (Office) – partial payment for costs, etc , as per Court Order (Ck #1193)		\$ 3 000 00
6/4/08	Pope (Office) – partial payment for costs, etc , as per Court Order (Ck #1194)		\$ 3,000 00
6/4/08	Law Office of James D Bailey, PC – portion 3/13/08 bill (Ck #1195)		\$ 5,000 00
6/4/08	Hogan & Hartson, LLP portion legal fees Pullman Litigation (NY) (Ck #1196)		\$ 3 000 00
6/6/08	D Washington - w/e 6/7/08 (Ck #1186)		\$ 494 81
6/6/08	D Washington – extra mileage (Ck #1189)		\$ 100 00
6/9/08	AT & T (Ck #1197)		\$ 113 08
6/9/08	Beech Island Water District (Ck #1198) Accts #01 3940 00 \$11 00 #01-3942-00 \$11 00		\$ 22 00
6/13/08	Deposit – Entertainment Partners, payable to James Brown	\$ 116 12	
	ck #68022373 dtd 1/4/08 \$71 79		
	ck #68418020 dtd 2/29/08 \$44 33		
6/13/08	Sound Archives – storage of masters, invoice range LZ88382 (Ck #1199)		\$ 490 90
6/13/08	D Washington – Extra Mileage (Ck #1190)		\$ 100 00
6/13/08	D Washington - w/e 6/14/08 (Ck #1187)		\$ 494 81
6/15/08	Royalties received, 1 st Half 2008	\$ 1,460 887 94	

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
6/15/08	Royalties applied to TIAA debt as follows Principal \$848,003 67 Interest \$612,884 27		\$ 1,460,887 94
6/18/08	Lisa H Hicklin – Transcripts for Hearing on 4/25/08 (Ck #1200)		\$ 510 25
6/20/08	Deposit – Entertainment Partners, payable to James Brown, ck #68015973 dtd 1/3/08	\$ 78 64	
6/20/08	D Washington – extra mileage (Ck #1203)		\$ 100 00
6/20/08	David Washington - w/e 6/21/08 (Ck #1202)		\$ 494 81
6/25/08	Deposit – AFTRA (payable to ICO Trust of James Brown)	\$ 565 00	
6/27/08	David Washington - w/e 6/28/08 (Ck #1204)		\$ 494 81
6/27/08	D Washington – extra mileage (Ck #1205)		\$ 100 00
6/27/08	Deposit – 2506 Parkway Mortgage Payment (Joseph Brown House), Payment #1	\$ 599 51	
7/3/08	D Washington – extra mileage (Ck #1207)		\$ 100 00
7/8/08	SCE & G – DRAFT		\$ 201 32
7/9/08	Deposit – Auto-Owners Insurance (payable to James Brown Trust)	\$ 393 61	
7/11/08	D Washington - w/e 7/12/08 (Ck #1208) (E/T)		\$ 494 81
7/11/08	D Washington – extra mileage (Ck #1209)		\$ 100 00
7/15/08	AT & T (Ck #1201)		\$ 114 49
7/18/08	D Washington - w/e 7/19/08 (Ck #1210) (E/T)		\$ 494 81
7/18/08	D Washington – extra mileage (Ck #1211)		\$ 100 00
7/25/08	D Washington - w/e 7/26/08 (Ck #1212) (E/T)		\$ 494 81
7/25/08	D Washington – extra mileage (Ck #1213)		\$ 100 00
7/25/08	Deposit – Joseph Brown House, Payment #2	\$ 599 51	
7/28/08	Beech Island Water District (Ck #1219) Accts #01-3940-00 \$13 20, #01-3942-00 \$13 20 (T)		\$ 16 40

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
7/28/08	Lisa H Hicklin – Transcript for Hearing on 6/30/08 (Ck #1220)		\$ 354 25
7/28/08	Secure storage – invoice range MG66029 (Ck #1221)		\$ 490 90
7/30/08	Deposit – Loan from Security Federal	\$ 15,000 00	
7/30/08	D Washington – Petty Cash (Ck #1222)		\$ 200 00
7/30/08	Security Federal – 1 st Qtr 2008 Fed UH & SS/MC tax deposit (Ck #1224)		\$ 1,981 95
7/30/08	SCDOR - 1 st Qtr 2008 SC UH (Ck #1225)		\$ 308 55
7/31/08	Interest Deposit	\$ 0 46	
7/31/08	D Washington – extra mileage (Ck #1229)		\$ 100 00
7/31/08	SCDOR – 2 nd Qtr 2008 SC IT UH (Ck #1228)		\$ 264 55
7/31/08	US Treasury – 2 nd Qtr 2008 Fed UT & SS/MC UH Form 941 (Ck #1227)		\$ 1,699 62
7/31/08	Security Federal – 1 st Qtr 2008 FUTA deposit (Ck #1223)		\$ 56 00
7/31/08	SC Employee Security Commission – 1 st Qu 2008 SUTA (Ck #1226)		\$ 278 00
8/1/08	D Washington - w/e 8/02/08 (Ck #1214) (E/T)		\$ 494 81
8/1/08	D Washington – extra mileage (Ck #1215)		\$ 100 00
8/4/08	SCE & G – DRAFT		\$ 211 68
8/6/08	Deposit – Estate Form 940 Refund 12/07	\$ 115 07	
8/6/08	Counter Check – Sanford Brucker Banks – House Insurance deposit		\$ 3,000 00
8/7/08	Beech Island Water District (Ck #1230) Accts #01-3940 00 \$11 00, #01-3942 00 \$11 00 (T)		\$ 22 00
8/7/08	AT & T (Ck #1231)		\$ 115 13
8/7/08	Secure storage - invoice range MN36788 (Ck #1232)		\$ 484 84

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
8/8/08	D Washington – extra mileage (Ck #1218)		\$ 100 00
8/8/08	D Washington - w/e 8/09/08 (Ck #1216) (E/T)		\$ 494 81
8/15/08	D Washington - w/e 8/16/08 (Ck #1235) (E/T)		\$ 494 81
8/15/08	D Washington – extra mileage (Ck #1236)		\$ 100 00
8/22/08	D Washington - w/e 8/23/08 (Ck #1237) (E/T)		\$ 494 81
8/22/08	D Washington – extra mileage (Ck #1238)		\$ 100 00
8/25/08	Deposit – proceeds from Christie s sale (notation total of \$468,326 12 remainder available 9/10/08)	\$ 5,000 00	
8/25/08	Deposit – proceeds from Christie’s sale	\$ 463,326 12	
8/29/08	D Washington - w/e 8/30/08 (Ck #1239) (E/T)		\$ 494 81
8/29/08	D Washington – extra mileage (Ck #1240)		\$ 100 00
9/01/08	Interest Deposit	\$ 9 86	
9/2/08	Law Office of James D Bailey PC – partial payment fees and costs (Ck #1241)		\$ 50 000 00
9/2/08	Tressa T H Hayes, Esquire – Shipley & Haycs partial payment appellate matters (Ck #1242)		\$ 10,000 00
9/2/08	Law Office of Sherry T Barnes – payment towards fees/costs Georgia Farm Bureau suit (Ck #1243)		\$ 5,000 00
9/2/08	Pope (Office) – partial payment for costs etc , SA pyt as per Court Order (Ck #1244)		\$ 100 000 00
9/2/08	Buchanan (Office) – partial payment for costs, etc , SA pyt as per Court Order (Ck #1245)		\$ 100,000 00
9/2/08	Hogan & Hartson LLP - portion, legal fees, Pullman Litigation As per Court Order (NY) (Ck #1246)		\$ 50,000 00
9/2/08	Beech Island Water District (Ck #1255) Accts #01 3940-00 and #01 3942 00 (T)		\$ 33 56

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DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
9/2/08	D Washington – full sat admin claim against Estate (Ck #1268)		\$ 1,392 79
9/3/08	Deposit – Christie’s sale	\$ 4,137 00	
9/5/08	D Washington - w/e 9/6/08 (Ck #1247) (E/T)		\$ 494 81
9/5/08	D Washington – extra mileage (Ck #1248)		\$ 100 00
9/8/08	SCE & G – DRAFT		\$ 234 18
9/9/08	SC Court of Appeals, Cannon Appeal (Ck #1256)		\$ 100 00
9/12/08	D Washington - w/e 9/13/08 (Ck #1249) (E/T)		\$ 494 81
9/12/08	D Washington – extra mileage (Ck #1250)		\$ 100 00
9/12/08	Cruise Security (Ck #1257) - (E/T)		\$ 276 50
9/12/08	Aiken County Circuit Court-filing fee (Ck #1258)		\$ 100 00
9/15/08	D Washington – petty cash (Ck #1259)		\$ 100 00
9/15/08	D Washington – petty cash (Ck #1260)		\$ 100 00
9/16/08	Aiken County – Motion filing (Ck #1262)		\$ 25 00
9/17/08	Premium Financing Specialists, Inc – insurance on house (Ck #1266)		\$ 7,791 86
9/17/08	Security Federal Bank – DEBIT payoff on loan		\$ 15 122 50
9/19/08	AT & T (Ck #1233)		\$ 108 06
9/19/08	D Washington - w/e 9/20/08 (Ck #1251) (E/T)		\$ 494 81
9/19/08	D Washington – extra mileage (Ck #1252)		\$ 100 00
9/22/08	Deposit – soundexchange, Estate of James Brown	\$ 4,674 15	
9/22/08	Deposit – 20 th Century Fox Film JBE Inc , FSO James C Brown, The New JBE, Inc	\$ 2 92	
9/22/08	Deposit – secure storage refund for overpayment	\$ 858 56	

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
9/23/08	US Treasury – payment towards Estate Taxes (Ck #1234)		\$ 10 000 00
9/26/08	D Washington - w/e 9/27/08 (Ck #1253) (E/T)		\$ 494 81
9/26/08	D Washington – extra mileage (Ck #1254)		\$ 100 00
9/29/08	Lisa Hicklin portion of 8/19/08 transcript (Ck #1277)		\$ 40 00
9/30/08	Interest Deposit	\$ 15 36	
10/3/08	D Washington - w/e 10/4/08 (Ck #1271) (E/T)		\$ 494 81
10/3/08	D Washington – mileage (Ck #1274)		\$ 100 00
10/3/08	Adjustment for 0 81 cents not paid to Mr Washington in Ck 1253	\$ 0 81	
10/6/08	Lisa H Hicklin, remainder for 8/19/08 transcript (Ck #1267)		\$ 77 00
10/6/08	Zumwalt Almon & Hayes, PLLC – invoice #10689 (Grammy Museum) (Ck #1269)		\$ 557 50
10/7/08	Lisa H Hicklin 9/28/08 transcript (Ck #1270)		\$ 331 50
10/8/08	SCE&G DRAFT		\$ 287 90
10/10/08	D Washington - w/e 10/11/08 (Ck #1272) (E/T)		\$ 494 81
10/10/08	D Washington – mileage (Ck #1275)		\$ 100 00
10/10/08	Aiken County Clerk of Court – Motion to Dismiss Farr Claim (Ck #1279)		\$ 25 00
10/10/08	Sizemore Security – portion, Inv #150630 (Ck #1280)		\$ 1 000 00
10/10/08	Vann Appraisal Services – appraisal for estate taxes (Ck #1281)		\$ 3 700 00
10/10/08	Law Office of James D Bailey PC – partial payment, fees and costs (Ck #1282)		\$ 15,000 00
10/15/08	Difference in 10/15/08 BMI \$65 40 and Ent Ptnrs \$30 68	\$ 96 08	

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
10/16/08	Ellis Lawhorne & Sims, PA – invoice #94077 (Ck #1283)		\$ 625 00
10/16/08	The Law Office of Leon Friedman – Brown v AC&R v Polygram CA #3 92-1195 0 (Ck #1284)		\$ 350 00
10/16/08	Pope (Office) – partial payment for costs, etc , SA pyt , as per Court Order (Ck #1285)		\$ 15,000 00
10/16/08	Buchanan (Office) – partial payment for costs etc SA pyt as per Court Order (Ck #1286)		\$ 15,000 00
10/16/08	Beech Island Water District (Ck #1287) Accts #01-3940-00 \$13 20, #01-3942-00 \$13 20 (T)		\$ 26 40
10/16/08	Shipley & Hayes, PC, remainder payment through 10/9/08 appellate matters (Ck #1288)		\$ 7,580 00
10/17/08	D Washington w/e 10/18/08 (Ck #1273) (E/T)		\$ 494 81
10/17/08	D Washington – mileage (Ck #1276)		\$ 100 00
10/18/08	Deposit – Soundexchange (Est of James Brown)	\$ 3,738 26	
10/08	Deposit – Christie's	\$ 60 922 25	
10/21/08	adjustment on ck #1269		\$ 20 00
10/23/08	D Washington - w/e 10/25/08 (Ck #1291) (E/T)		\$ 494 81
10/23/08	D Washington – mileage (Ck #1292)		\$ 100 00
10/23/08	Deposit – (Christie's)	\$ 20 192 50	
10/27/08	AT & T (Ck #1295)		\$ 122 88
10/27/08	Sellars DuRant (Ck #1296)		\$ 9,191 00
	10/15 bill, Estate \$8,324 00		
	10/15 bill I Feel Good ' Trust \$ 394 00		
	10/15 bill, James Brown \$ 473 00 (E)		
10/28/08	Secure storage invoice range NB73227 (Ck #1297)		\$ 484 84

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
10/28/08	LOAJP PC – reimbursement copies/costs for Cannon and Dallas/Bradley Appeals 10/14 10/27 (Ck #1299)		\$ 951 24
10/28/08	Beech Island Water District (Ck #1300) Accts #01-3940-00 \$13 20 #01 3942-00 \$13 20 (T)		\$ 26 40
10/28/08	Aiken County Clerk of Court – motion fee (Ck #1305)		\$ 25 00
10/28/08	Law Office of James D Bailey, PC – partial payment fees and costs (Ck #1306)		\$ 5,000 00
10/29/08	US Treasury – Estate of James Brown, Form 941, 3/31/08, EIN 20-7238700 (Ck #1307)		\$ 87 24
10/29/08	SCE&G - DRAFT		\$ 307 93
10/29/08	Hogan & Hartson LLP portion, legal fees NY portion of \$25 \$31 Million claim Pullman Litigation, as per Court Order (NY), Inv # 1726701 1735964 1743933 (Ck #1298)		\$ 20,079 29
10/30/08	D Washington - w/e 11/01/08 (Ck #1303) (E/T)		\$ 494 81
10/30/08	D Washington – mileage (Ck #1304)		\$ 100 00
10/31/08	SC Department of Revenue – Estate of James Brown, WH-1605, 3 rd Qtr (Ck #1309)		\$ 264 55
10/31/08	US Treasury – Estate of James Brown, Form 941 3 rd Qtr (Ck #1308)		\$ 1,699 62
11/2/08	Interest Deposit	\$ 13 12	
11/5/08	D Washington w/e 11/08/08 (Ck #1301) (E/T)		\$ 494 81
11/5/08	D Washington – mileage (Ck #1302)		\$ 100 00
11/5/08	Beech Island Water District (Ck #1310) Accts #01 3940-00 \$11 00 #01 3942-00 \$11 00 (T)		\$ 22 00
11/5/08	LOAJP PC– costs only 11/4 bill (Ck# 1311)		\$ 894 94
11/6/08	AT & T (Ck #1312)		\$ 116 47
11/6/08	Popc (Office) – partial payment for costs etc as per Court Order (Ck #1313)		\$ 10 000 00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
11/6/08	Buchanan (Office) – partial payment for costs etc SA pyt as per Court Order (Ck #1314)		\$ 10 000 00
11/6/08	Deposit – Entertainment Partners	\$ 31 20	
11/13/08	SC Dept Of Revenue – David Washington (Ck #1321)		\$ 500 00
11/13/08	Deposit – Christie's	\$ 500 00	
11/14/08	D Washington - w/e 11/15/08 (Ck #1315) (E/T)		\$ 494 81
11/14/08	D Washington – mileage (Ck #1316)		\$ 100 00
11/15/08	Zumwalt, Almon & Hayes PLLC – invoice #10739 (Ck #1322)		\$ 481 25
11/15/08	Aiken County Treasurer – 2008 Property Taxes (Ck #1323)		\$ 6,945 15
11/21/08	D Washington - w/e 11/22/08 (Ck #1317) (E/T)		\$ 494 81
11/21/08	D Washington – mileage (Ck #1318)		\$ 100 00
11/21/08	Secure storage – storage invoice range MW56468 (Ck #1325)		\$ 969 68
11/25/08	Law Office of James D Bailey, PC – partial payment fees and costs (Ck #1338)		\$ 5 000 00
11/25/08	US Treasury – Notice No CP171 dtd 11/10/08 Taxpayer ID 57-0929939 (Ck #1337)		\$ 82 71
11/25/08	Secure storage– storage, masters Inv NJ75254 dtd 10/31/08 (Ck #1333)		\$ 484 84
11/25/08	Sellars DuRant – Inv #2008-1987 accounting services (Ck #1332)		\$ 440 00
11/28/08	D Washington w/e 11/29/08 (Ck #1319) (E/T)		\$ 494 81
11/28/08	D Washington – mileage (Ck #1320)		\$ 100 00
11/30/08	Interest Deposit	\$ 5 96	
12/3/08	SCE&G - DRAFT		\$ 279 89
12/5/08	D Washington – mileage (Ck #1327)		\$ 100 00

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DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
12/5/08	D Washington - w/e 12/6/08 (Ck #1326) (E/T)		\$ 494 81
12/10/08	Zumwalt, Almon & Hayes PLLC – invoice #10771 (Ck #1324)		\$ 192 50
12/10/08	Secure storage - masters Inv NT46097 dtd 11/30/08 (Ck #1344)		\$ 490 90
12/10/08	AT & T (Ck #1345)		\$ 66 96
12/10/08	AT & T (Ck #1346)		\$ 43 47
12/10/08	Deposit – AARC \$3,116 34, National Fin \$2 11	\$ 3 118 45	
12/12/08	Security for files \$683 15 (Ck #1347) shelves/lock \$50 12, labor \$150 00		\$ 883 00
12/12/08	C Edwards (Ck #1348)		\$ 150 00
12/12/08	D Washington – mileage (Ck #1329)		\$ 100 00
12/12/08	D Washington w/e 12/13/08 (Ck #1328) (E/T)		\$ 494 81
12/15/08	Royalties received 2 nd Half 2008	\$ 1,590,412 21	
12/15/08	Royalties applied to TIAA debt as follows Principal \$ 1,017,004 94 Interest \$ 573 407 27		\$ 1 590 412 21
12/19/08	D Washington w/e 12/27/08 (Ck #1340) (E/T)		\$ 494 81
12/19/08	D Washington – mileage (Ck #1331)		\$ 100 00
12/19/08	D Washington –extra mileage (Ck #1341)		\$ 100 00
12/22/08	Beech Island Water District (Ck #1349) Acct #01-3940-00		\$ 35 20
12/24/08	D Washington - w/e 1/3/09 (Ck #1342) (E/T)		\$ 494 81
12/24/08	D Washington - mileage (Ck #1358)		\$ 100 00
12/31/08	Interest Deposit	\$ 3 55	
	Debt Outstanding (TIAA-CREF) \$13,165 163 25		
1/2/09	SCE & G – DRAFT		\$ 69 61

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
1/2/09	D Washington - Mileage (extra trips) (Ck #1351)		\$ 100 00
1/2/09	D Washington - reimbursement, supplies (Ck #1356)		\$ 100 00
1/6/09	Lisa Hicklin transcript for 11/25/08 hearing (Ck #1339)		\$ 217 75
1/8/09	Cameron Edwards - assistance (Ck #1355)		\$ 75 00
1/8/09	SC Court of Appeals - filing motion (Ck #1141)		\$ 25 00
1/9/09	Robert L Buchanan, Jr - Reimbursement for Corbis Travel (Ck #1343)		\$ 739 98
1/9/09	D Washington - w/e 1/9/09 (Ck #1359)		\$ 494 81
1/9/09	D Washington - mileage (Ck #1360)		\$ 100 00
1/10/09	Deposit - Soundexchange \$10,685 86, AFTRA \$172 28	\$ 10 858 14	
1/14/09	LINK Conference Call, LLC - Inv dtd 1/1/09 (Ck #1352)		\$ 36 96
1/14/09	AT & T (Ck #1350)		\$ 108 67
1/14/09	Secure Storage - storage masters Inv PA94865 dtd 12/31/08 (Ck #1353)		\$ 484 84
1/14/09	Beech Island Water District (Ck #1354) Acct #01-3942-00		\$ 55 00
1/15/09	SC Department of Revenue - D Washington (Ck #1357)		\$ 500 00
1/15/09	Shipley & Hayes, PC - partial payment, appellate matters (Ck #1370)		\$ 5 000 00
1/15/09	Law Office of James D Bailey PC - partial payment fees and costs (Ck #1371)		\$ 5 000 00
1/15/09	Hogan & Hartson LLP - portion legal fees NY portion of \$25 \$31 Million claim, Pullman Litigation as per Court Order (Ck #1372)		\$ 2 000 00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
1/15/09	LOAJP PC – costs only 1/15/09 bill (Ck #1373)		\$ 3 095 43
1/16/09	D Washington w/e 1/17/09 (Ck #1361)		\$ 494 81
1/16/09	D Washington – extra mileage (Ck #1364)		\$ 100 00
1/18/09	Deposit – Entertainment Partners James Brown	\$ 20 00	
1/20/09	D Washington – petty cash reimbursement (Ck #1367)		\$ 100 00
1/23/09	D Washington - w/e 1/24/09 (Ck #1362)		\$ 494 81
1/23/09	D Washington – extra mileage (Ck #1365)		\$ 100 00
1/27/09	DRAFT – Check Order		\$ 101 25
1/28/09	Lisa Hicklin, transcript for 10/23/08 hearing (Ck #1169)		\$ 523 25
1/29/09	Kane Office Technologies – briefs Dallas and Bradley Appeal (Ck #1374)		\$ 172 16
1/30/09	D Washington - w/e 1/31/09 (Ck #1363)		\$ 494 81
1/30/09	D Washington – extra mileage (Ck #1366)		\$ 100 00
1/30/09	SCE & G – DRAFT		\$ 72 73
2/1/09	Interest Deposit	\$ 3 50	
2/2/09	US Treasury – Fourth Quarter, 2008 Form 941 (Ck #1289)		\$ 1 699 62
2/2/09	SC Department of Revenue – 4 th Quarter, 2008, Form 1606 UH (Ck #1377)		\$ 264 55
2/6/09	Deposit – AFTRA (James Brown)	\$ 36 70	
2/6/09	D Washington w/e 2/6/09 (Ck #1170)		\$ 494 81
2/6/09	D Washington – mileage (Ck #1171)		\$ 100 00
2/9/09	SC Court of Appeals – Bauknight Appeal Notice \$100 Motion \$25 (Ck #1378)		\$ 125 00
2/9/09	Pope (Office) – partial payment for costs etc as per Court Order (Ck #1376)		\$ 5 000 00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
2/9/09	Buchanan (Office) – partial payment for costs etc as per Court Order (Ck #1379)		\$ 5 000 00
2/9/09	Law Office of James D Bailey, PC – partial payment fees and costs (Ck #1380)		\$ 5,000 00
2/9/09	Shipley & Hayes, PC – partial payment, appellate matters (Ck #1381)		\$ 5 000 00
2/12/09	D Washington - w/e 2/12/09 (Ck #1172)		\$ 494 81
2/12/09	D Washington – mileage (Ck #1173)		\$ 100 00
2/12/09	D Washington – petty cash (Ck #1174)		\$ 100 00
2/12/09	Chargeback of \$36 70 fee of \$5 00		\$ 41 70
2/20/09	D Washington – w/e 2/20/09 (Ck #1382)		\$ 494 81
2/20/09	D Washington – mileage (Ck #1383)		\$ 100 00
2/23/09	Secure Storage – storage, masters Inv PG31370 dtd 1/31/09 (Ck #1386)		\$ 484 84
2/25/09	Lisa Hicklin – transcript of 10/23/08 hearing for appeal (Ck #1393)		\$ 40 00
2/25/09	Daphne H Helms – transcript of 1/30/09 hearing (Ck #1390)		\$ 667 75
2/25/09	Ben Franklin plumbing – repairs/ maintenance Beech Island House (Check #1387)		\$ 300 00
2/27/09	D Washington - w/e 2/27/09 (Ck #1384)		\$ 494 81
2/27/09	D Washington – mileage (Ck #1385)		\$ 100 00
2/27/09	Aiken County Clerk (Ck #1398)		\$ 25 00
2/27/09	Ben Franklin – plumbing repairs/maintenance, Beech Island Home (Ck #1394)		\$ 1 863 50
2/27/09	Aiken County Probate Court (Ck #1397)		\$ 33 75
2/27/09	D Washington – miscellaneous expense, plumbing (Ck #1403)		\$ 100 00
3/01/09	Interest Deposit	\$ 2 05	

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
3/2/09	Zumwalt, Almon & Hayes PLLC – Inv #10834 (Ck #1395)		\$ 770 00
3/2/09	Sellars Cole & Bachkosky LLC – Inv 2009 29 (Ck #1396)		\$ 500 00
3/2/09	First Citizens Visa – reimbursement for AJP's trip to NY re Corbis Litigation (Ck #1400)		\$ 637 30
3/2/09	AT&T – (Ck #1401)		\$ 111 14
3/2/09	Hogan & Hartson – Pullman matter partial payment (Ck #1402)		\$ 2,000 00
3/2/09	Shipley & Hayes, PC – partial payment appellate matters (Ck #1415)		\$ 2,000 00
3/2/09	Law Office of James D Bailey, PC – partial payment, fees and costs (Ck #1416)		\$ 2,000 00
3/2/09	LOAJP PC – costs only 3/2/09 bill (Ck# 1417)		\$ 1,497 20
3/2/09	Kane Office Technologies – final brief, Cannon Appeal (Ck #1389)		\$ 226 08
3/2/09	SCE&G DRAFT		\$ 87 27
3/3/09	Deposit – Sony BMG	\$ 34 77	
3/3/09	Kane Office Technologies – Julia/Royalties Project (Ck #1418)		\$ 21 40
3/3/09	Kinko's (Ck #1388)		\$ 28 09
3/6/09	SC Dept of Rev – D Washington (Ck #1419)		\$ 400 00
3/6/09	D Washington - w/e 3/7/09 (Ck #1404)		\$ 494 81
3/6/09	David Washington – mileage (Ck #1405)		\$ 100 00
3/12/09	Aiken County Circuit Court, Motion 59(e) McMaster Case March 4 Order (Ck #1420)		\$ 25 00
3/13/09	D Washington - w/e 3/14/09 (Ck #1406)		\$ 494 81
3/13/09	David Washington – mileage (Ck #1407)		\$ 100 00

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7/1/09

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
3/17/09	James D Bailey – copies of Herring file (Ck #1433)		\$ 105 42
3/18/09	AT&T – (Ck #1425)		\$ 109 74
3/18/09	Secure storage– Invoice Range PR23539 (Ck #1426)		\$ 484 84
3/18/09	Zumwalt, Almon & Hayes, PLLC – Invoice #10863 (Ck #1427)		\$ 577 50
3/20/09	D Washington w/e 3/21/09 (Ck #1421)		\$ 494 81
3/20/09	David Washington – mileage (Ck #1422)		\$ 100 00
3/24/09	Aiken County Clerk of Court – file summons and complaint (Ck #1409)		\$ 150 00
3/24/09	Aiken County Clerk of Court – file summons and complaint (Ck #1408)		\$ 150 00
3/27/09	D Washington - w/e 3/28/09 (Ck #1423)		\$ 494 81
3/27/09	David Washington – mileage (Ck #1424)		\$ 100 00
3/30/09	SCE&G – DRAFT		\$ 88 75
3/30/09	Deposit – Entertainment Partners (James Brown)	\$ 32 96	
3/31/09	Interest Deposit	\$ 1 26	
4/3/09	D Washington w/e 4/4/09 (Ck #1410)		\$ 494 81
4/3/09	David Washington – mileage (Ck #1411)		\$ 100 00
4/6/09	Deposit – Entertainment Partners (James Brown)	\$ 4 22	
4/8/09	Harley Ruff, Esquire– deposit for services (Ck #1428)		\$ 1,500 00
4/8/09	Buchanan (Office) – partial payment for costs, etc as per Court Order (Ck #1429)		\$ 2 000 00
4/8/09	Pope (Office) – partial payment for costs, etc as per Court Order (Ck #1430)		\$ 2,000 00
4/9/09	D Washington - w/e 4/11/09 (Ck #1457)		\$ 494 81
4/9/09	David Washington – mileage (Ck #1458)		\$ 100 00

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
5/1/09	Aiken County Clerk of Court – motion fee Case #0597 (Ck #1477)		\$ 25 00
5/8/09	D Washington - w/e 5/9/09 (Ck #1465)		\$ 494 81
5/8/09	D Washington – mileage (Ck #1412)		\$ 100 00
5/15/09	D Washington - w/e 5/16/09 (Ck #1413)		\$ 494 81
5/15/09	D Washington – mileage (Ck #1414)		\$ 100 00
5/20/09	To show assets remaining at end of Period		
	1 Security Federal Account #408015768		\$ 14,837 78
	2 430 Douglas Drive, Beech Island South Carolina Estate [owned by 2000 Trust]		\$ 1,215,000 00
	3 Personal and Household Effects (' PHE") devised under Article I of Will, and/or proceeds		\$ 425,053 00
	4 Remaining Tangible Personal Property ("TPP), including TPP at I P Stanback Museum and Planetarium, S C State University, TPP on loan to Lucy Craft Laney Museum of Black History TPP on loan to Augusta Museum of History TPP on loan to South Carolina State Museum masters, etc located in secure storage and automobiles		\$ 1,574,947 00
	5 Note Security Deed JJ Brown House sale		\$ 54,000 00
	6 Remaining assets as described above		\$ 96 579,177 24
	Total value remaining assets \$99,863,015 02		
	TOTAL	\$ 106,196,325 60	\$ 106 196 325 60
	Less Secured Claims, etc		
	1 TIAA Royalty Debt	\$ 13 165,163 25	
	2 Priority loan from TIAA/M&T, Trustee	\$ 100,000 00	

DATE	DESCRIPTION	RECEIPTS	DISBURSEMENTS
	3 Other claims, including Debts and disputed claims at nominal carrying value ⁸	\$ 1 00	-
	Total Debts listed above	\$ 13,265,164 25	
	NET VALUE OF ENDING ASSETS	\$ 86,597,850 77	

⁸ See Attached list of Status of Claims

AMF3/24/2

Estate of James Brown - 2007-ES-02-0056

STATUS OF CREDITORS' CLAIMS

November 20, 2007 - May 20, 2009

1 CLAIMS RESOLVED (OR PARTIALLY RESOLVED) IN FAVOR OF ESTATE (BY DISALLOWANCE OR JUDGMENT)

NO	CREDITOR	EXPLANATION	AMOUNT DISALLOWED
1	Bobby Bennett a k a Famous Flames	Hearing 10/23/08 Disallowed Form Order dtd 10/23/08	\$ 450,000 00
2	Gene Staulcup & Associates, Inc	Hearing 10/23/08 Disallowed Form Order dtd 10/23/08	\$ 2,508 25
3	Greenberg Traurig, LLP	Withdrawn See Ltr dtd 3/10/08	\$ 155,602 85
4	Phillip G Farr CPA, PC	Hearing 10/23/08 Disallowed Form Order dtd 10/23/08	\$ 25 977 60
5	Roosevelt Royce Johnson I	Disallowed 8/12/08 and 2/6/09 No timely petition filed	\$ 2 500,000 00
6	The Pullman Group LLC	Disallowed as per Judge Early's oral Order on 10/23/08 and written Order of 11/13/08 ¹ See footnote 1	\$ 31,000 000 00
7	William Murrell (also see Chart 2)	\$8,170 granted, \$1,100 denied, Order of Jg Early dtd 10/23/08	\$ 1,100 00
8	Dr Rita Udom, MD	Claim filed on 9/28/07 Disallowed on 8/12/08	\$ 22,500 00
9	Leon (Lee) Austin	Claim filed on 9/20/07 Disallowed on 8/12/08	\$ 9,999 99
TOTAL CLAIMS RESOLVED			\$ 34,167,688 69

¹ By the terms of Jug Early's Order, This Order cannot, and does not, affect the outcome of the claim pending against James Brown in the New York case on December 25, 2006, the date of his death, in which the Estate of James Brown James Brown Enterprises, Inc and James Brown LLC are defending Pullman Group counterclaims

2. VALID CLAIMS/PRIORITY EXPENSES OF ADMINISTRATION (SECTION 62-3-805(a)(1))² BY ALLOWANCE, ACKNOWLEDGMENT OR JUDGMENT/ORDER AND CLAIMS HAVING SPECIAL STATUS

May 20, 2009

No	CREDITOR	EXPLANATION	CLASS	PAYMENT STATUS
1	M&T Bank, Trustee TIAA	Claim secured by Assignment and terms of indenture Also see claim file 9/20/07 for \$473,595 46		Current - \$13,165,163 25
2	Hogan and Hartson, LLP	Counsel Pullman NY litigation Engaged by Ct Orders dtd 6/22/07 and 8/10/07, Case 122 Hrly rate and costs, as per contract	Priority (Admin)	\$109,523 56 (5/1/09)
3	Law Office of James D Bailey, PC	Counsel, Probate and Circuit Court matters including claims resolution, Will/Trust Defense, Spousal/Heirs Claims, and other general matters, co-counsel, Appellate matters Hrly rate and costs, as per contract	Priority (Admin) allowed by PRs	\$116,605 42 (5/1/09)
4	Shipley & Hayes, PC	Primary Appellate counsel and co-counsel in certain Circuit Court matters, Hrly rate and costs as per contract	Priority (admin) allowed by PRs	\$29,580 (5/1/09)
5	Smith, Massey, Brodie & Thurmond	Counsel to former PRs/Trustees Allowed as per Court Order (Hearing 10/23/08) claim plus interest at Jmt rate	Priority (Admin)	\$33,322 20, plus interest unpaid
6	Art Gold (Gold and Coulson, LLC)	Counsel fee and costs Corbis/Illinois litigation, counsel Hollander vs Estate/Trust, filed 5/09 Hrly rate plus costs as per contract	Priority (Admin)	Unpaid
7	Harley Ruff	Tax consultations etc hrly rate plus costs as per contract		\$1,500 paid, approx \$1,500 due (5/20/09)

² SECTION 62-3-805 For Classification of claims

(a) If the applicable assets of the estate are insufficient to pay all claims in full, the personal representative shall make payment in the following order

(1) costs and expenses of administration including attorney's fees, and reasonable funeral expenses

No	CREDITOR	EXPLANATION	CLASS	PAYMENT STATUS
8	Buchanan and Pope	Special Administrators Commissions, pursuant to Jg Early Order, dtd 1/8/08, Case 122 \$317,000 plus unreimbursed costs of \$2,415 38 plus interest per Order	Priority (Admin) as per jmt	Partial payment
9	Buchanan and Pope	Personal Representative/Trustees' Commissions as per Will Item IV, plus Article VIII, partially allowed to date per Order of Jg Early, 1/8/08, plus claims for reimbursement, defense of frivolous Federal litigation indemnity, defense other pending litigation and tax matters, and payment of future expenses	Priority (Admin) Partial, per judgment	Unpaid
10	Cruise Security	Installation Security system Claim filed and satisfied	Priority (Admin)	\$4,041 45 - paid
11	David Washington	Re prior service Amount 1,392 79 paid Claim filed and satisfied	Priority (Admin)	\$1,392 79 - paid
12	Lewis & Babcock LLP	Counsel to former PR/Trustees Cannon, etc Acknowledged validity of claim, but subject to amount to be determined by Court by stipulation w/Claimant, hearing pending, Claims filed \$246,552 45 and \$348, 960 43, AG, Trust and Estate	Priority (Admin)	Amount/payment pending
13	Rodney A Peoples	Counsel to former PR/Trustees, Cannon, etc , claim of \$97851 66 Acknowledged validity of claim, but subject to amount to be determined by Court by stipulation w/Claimant.	Priority (Admin)	Amount/payment pending
14	William Murrell (also see Chart 1)	Portion of claim granted \$8,170 granted, \$1,100 denied, Order of Jg Early dtd 10/23/08	General	\$8,170 - unpaid

3 PENDING, UNRESOLVED CLAIMS (PARTIAL)

No	CREDITOR	EXPLANATION	PAYMENT STATUS
1	Albert H Dallas	Petition of Former PR/Trustee for approx 5% of \$90-\$100 MM PLUS \$624,876 00 Disputed in its entirety	Unpaid/disputed
2	Alfred A Bradley	Makes various claims PLUS \$12,795 76 Disputed in its entirety	Unpaid/disputed
3	Augusta Communications, Inc	\$800 00 Under review	Unpaid
4	CA Reid, Sr Memorial	\$17,995 00 Under review	Unpaid
5	Charles A Bobbitt	Claim for \$200,000 00 Petition for Allowance pending Disputed	Unpaid
6	David G Cannon	Former PR/Trustee 5% of \$90-\$100 MM PLUS additional amounts Disputed in its entirety Petition for Allowance pending	Unpaid/disputed
7	Georgia Dept of Revenue	\$26,828 35 Claim filed 5/18/07	Unpaid
8	Hull, Towill, Norman, Barrett & Salley	Petition for Allowance pending Re disputing claim \$ 124,518 26	Unpaid
9	International Formal Wear	\$ 17,889 00 Under review Claim filed 10/1/07 May be barred by limitation	Unpaid
10	Intrigue Music Management, Inc	Petition for Allowance pending Claim in excess of \$175,000 Disputed in its entirety	Unpaid/disputed
11	IRS	\$14,366 25 PLUS other unfiled claims and liens, including liens related to Federal Estate taxes remain unpaid	Unpaid
12	Jackson Law Office	Petition for Allowance Pending \$61,273 25 Disputed	Unpaid
13	Kirby Locksmith, Inc	\$371 47 Under review	Unpaid
14	LaRhonda Pettit	Claim filed on 8/23/07 Disallowed 8/12/08 Disputed in its entirety	
15	Lewis Lease Equipment Co, Inc D/B/A Lewis Bus Line	Under review Holding vehicles Estate lacks funds to cover, engaged counsel, Georgia, resolved Claim filed 8/23/07 \$6,335 00	Unpaid
16	Nicole Parris	\$9,999 99	Unpaid
17	Suggs Johnson	Petition for Allowance pending \$5,747 81	Unpaid

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9/23/16

No	CREDITOR	EXPLANATION	PAYMENT STATUS
18	Tom Wells	Petition for Allowance pending \$39,994 26 Has been paid substantial amounts by PR/Trustees	Claim amount Unpaid

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