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S C Supreme Court

THE STATE OF SOUTH CAROLINA
IN THE Supreme COURT

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

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

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 V
(Pages 1839-2307)

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a Copy of Probate Code Section 62-1-308, Appeals 2635
b Letter of Jowers to Clerk of Court, dtd 8/21/09, with proposed Order 2636

2 Letter of Jones to the Clerk of Court, dtd 7/30/09 2639

c **AFFIDAVITS AND OTHER - Miscellaneous**

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3 Initial Reply Brief of Appellant, Cannon Appeal 2704

4 Ltr of Levenson to Thurmond, Massey dtd 1/18/07 2716

5 Affidavit of Yamma Lumar dtd 1/18/07 2719

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MR JONES NO OBJECTION HERE, YOUR HONOR

THE COURT MARK IT AS BAILEY -- WOULD THAT BE BAILEY 2?

MR BAILEY IT WOULD BE POPE 3

THE COURT REPORTER IF I MARK IT, I KEEP IT

MR SHAHID WE'RE GOING TO MAKE A COPY OF IT AND GIVE IT TO YOU

THE COURT MR BAILEY, ANYTHING ELSE?

MR BAILEY NOTHING, YOUR HONOR, AT THIS POINT WE WOULD JUST STATE WE DON'T FEEL WE CAN PROCEED --

THE COURT I UNDERSTAND I'VE GIVEN YOU THAT 10 DAYS AND WHEN WE RECONVENE ON MONDAY THE 6TH I'LL ALLOW YOU TO PRESENT AN EXPERT WITNESS ON HOWEVER YOU WANT TO DO IT

NOW, THERE ARE A NUMBER OF THINGS WE STILL HAVE TO DO

SETTLEMENT, BUT IT DOES TAKE THE GREAT RISK IF THERE IS A MISTAKE MADE THIS NEXT TIME AROUND THAT LITTLE MAN -- WHOM MRS POPE AND MRS BUCHANAN PROFESS TO WANT TO PROTECT EVEN THOUGH THEY TAKE THE POSITION HE'S NOT ENTITLED TO TAKE ANYTHING WHICH IS A DIFFERENT ARGUMENT WE'LL MAKE -- HE LOSES SOCIAL SECURITY HE'LL LOSE HEALTH INSURANCE, AND THERE IS NO PURPOSE TO THE TEST THERE IS ONLY RISK TO THIS INNOCENT YOUNG MAN WHO HAS ALREADY BEEN THROUGH ENOUGH

THE COURT THANK YOU MR BAILEY, ANYTHING YOU WANT

TO SAY?

MR BAILEY YOUR HONOR, I JUST WANT TO READ ONE THING ON EXHIBIT E ON THE SCREENING REPORT -- TWO THINGS AND THIS ISN'T SOMETHING THAT -- WE DIDN'T INSERT THIS ALL IT SAYS IS, "NOTE, THE SAMPLES WERE NOT COLLECTED ACCORDING TO THE AABB GUIDELINES AND THE LABORATORY CANNOT VERIFY THE ORIGIN OF THE DNA SAMPLES " YOUR HONOR, I DON'T THINK THIS DOCUMENT WOULD BE ADMISSIBLE IN COURT IF IT DIDN'T COMPLY WITH THE GUIDELINES THAT ESTABLISH HOW A DNA TEST IS CONDUCTED

THE COURT IT COULD BE ADMISSIBLE IT WOULD JUST GO TO THE WEIGHT, IN MY OPINION

MR BAILEY I'M SORRY, SIR?

THE COURT I SAID IT WOULD JUST GO TO THE WEIGHT IT WOULD NOT MAKE IT INADMISSIBLE PROVIDED A PROPER

FOUNDATION WAS SHOWN OKAY WELL, I'LL DECIDE ANYTHING ELSE?

MR BAILEY JUST UNDER SECTION 62-3-912

THE COURT SIXTY-TWO-THREE?

MR BAILEY 912 THAT DEALS WITH THE COMPETENT SUCCESSORS OF THE DECEDENT THROUGH A WILL OR THROUGH INTESTACY

THE COURT HELP ME WITH THAT WHAT DO YOU MEAN BY THAT?

MR BAILEY WHETHER OR NOT HE IS A COMPETENT

SUCCESSOR AND, OF COURSE, WE DON'T NECESSARILY AGREE THAT ALL OF THE OTHERS ARE COMPETENT SUCCESSORS EITHER IN ORDER TO SIGN THIS AGREEMENT

THE COURT WELL, A SUCCESSOR IS DEFINED UNDER THE CODE, IS IT NOT, AS A PERSON OTHER THAN A CREDITOR WHO ARE ENTITLED TO PROPERTY OF A DECEDENT UNDER HIS WILL OR THIS CODE, AND IF HE IS A CHILD AND HE IS OMITTED AND IT'S NOT DETERMINED WHAT MRS POPE SAID FROM THE FOUR CORNERS OF THE DOCUMENT, HE WOULD BE ENTITLED, WOULD HE NOT, AND HE WOULD, THEREFORE, BE A SUCCESSOR?

MR BAILEY IF HE IS THE CHILD

MR JONES YOUR HONOR, BRIEFLY, I THINK IT'S FAIRLY SIMPLE THAT WHEN WE ENTERED INTO THE SETTLEMENT AGREEMENT THE ATTORNEY GENERAL'S OFFICE WITH MR LEVENSON'S CLIENTS AND MR ROBERSON AND MR MEDLIN THAT WE LOOKED AT TOMI

RAE'S SHARE AS 25 PERCENT THERE WAS A QUESTION AT THE TIME AND DURING THE NEGOTIATIONS ABOUT LITTLE MAN WE HAD PROVISION IN OUR AGREEMENT THAT ANY ADDITIONAL PARTIES COMING IN WE PUT IN THE AGREEMENT IT WOULD COME OUT AS AN EXPENSE SO, WE DEALT HEAD-ON WITH TOMI RAE SHE'S INCLUDED PER THE FINAL AGREEMENT THAT NIGHT TO INCLUDE JAMES, II IN THERE

SO, IT DOESN'T AFFECT OUR AGREEMENT AT ALL THE DNA DOESN'T AFFECT OUR AGREEMENT AT ALL WE'RE SATISFIED WITH THE 25 PERCENT, AND WE ASK THE COURT AT THE APPROPRIATE

TIME TO APPROVE IT

THE COURT ALL RIGHT I WILL RULE AS TO WHETHER OR NOT I WILL REQUIRE ANY FURTHER DNA ON THE LITTLE MAN COME MONDAY I HAD TALKED ABOUT MAKING THE RECORD COMPLETE WITH THE SHORT -- MAKING A STATEMENT AS TO YOUR OPINION AS TO THE COMPLEXITY OF THIS LITIGATION FOR THE RECORD ANYBODY PREPARED TO DO THAT NOW? PROFESSOR?

MR MEDLIN WELL, I AM HEARING A COURSE OF A REQUEST FOR A FIVE-MINUTE BREAK, YOUR HONOR, PART OF WHICH TIME WE'D LIKE TO USE TO COPY SIGNATURE PAGES AND AFFIDAVIT SO WE CAN GET THAT, BUT I AM PREPARED TO DO THAT I DON'T KNOW IF ANYBODY ELSE IS

THE COURT LET'S GO FORWARD IF YOU'RE READY WE JUST HAD A BREAK

MR MEDLIN I AM HEARING A CHORUS ASKING YOU FOR A

RESTROOM BREAK FOR FIVE MINUTES

THE COURT OKAY ABOUT 10 MINUTES

(WHEREUPON, A BREAK WAS TAKEN)

MR MEDLIN YOUR HONOR, I'M ASSUMING THIS IS A RESPONSE TO YOUR QUESTION ABOUT THE COMPLEXITY THIS IS NOT A SUMMATION OF THIS MOTION?

THE COURT THAT'S EXACTLY RIGHT I JUST WANT IT ON THE RECORD BECAUSE, OBVIOUSLY, IT'S GOING ABOVE ME FOR THE REVIEWING COURT ONE OF THE THINGS THAT I HAVE TO LOOK AT IS WHETHER OR NOT A GOOD FAITH CONTROVERSY EXISTS, AND I

JUST WANT THE LAWYERS -- SEASONED LAWYERS' POSITION OR EXPLANATION AS TO THE COMPLEXITY OF THIS LITIGATION

MR MEDLIN THANK YOU, YOUR HONOR AS THE COURT IS PAINFULLY AWARE BY NOW, I'M CERTAINLY NO LITIGATOR, BUT I'VE GOT 30 YEARS OF EXPERIENCE DEALING WITH ESTATE PLANNING AND PROBATE MATTERS I HAVE BEEN TEACHING AND INVOLVED AROUND THE SOUTH CAROLINA BAR FOR THE LAST 25 YEARS AS A PROFESSOR DEALING WITH THESE MATTERS

I HAVE NEVER EVER SEEN A CASE THIS COMPLICATED, THIS COMPLEX JUST TO START OFF WITH THE VARIOUS ISSUES THAT WOULD HAVE TO BE RESOLVED TO ME WOULD BE ALMOST UNCONTROLLABLE IN FACT, I THINK THAT THE SETTLEMENT THAT CAME TOGETHER IS A NEAR MIRACLE TO AVOID ALL THE ISSUES THAT WOULD HAVE TO BE RESOLVED IF WE DIDN'T SETTLE THIS CASE

NOW, JUST BY WAY OF EXAMPLE, WE HAVE HAD SIX DAYS OF TESTIMONY FROM TWO WITNESSES ON A MOTION TO APPROVE THE SETTLEMENT MRS POPE RATTLED OFF A BUNCH OF WITNESSES THAT SHE THOUGHT WOULD BE NECESSARY IF WE NEEDED TO GET TO THE BOTTOM OF CERTAIN ISSUES AND IT WAS A RATHER LONG LIST AND I'M SURE ONCE WE ADDED TO THE LIST THE LIST WOULD GROW EXPONENTIALLY, AND THE ISSUES ARE NOT ALL GATHERED INTO ONE NEAT LITTLE BUNDLE BECAUSE IN THE PROBATE OF AN ESTATE WE HAVE SEPARATE ISSUES AS WE HAVE DISCUSSED PREVIOUSLY IN THIS CASE WE SOMETIMES EVEN HAVE SUBJECT MATTER

JURISDICTION ISSUES AS TO WHAT HAS TO BE HEARD WHERE --
ALL OF WHICH I THINK WOULD CONTRIBUTE TO THE NIGHTMARE OF
TRYING THIS CASE WITH ALL ATTENTION TO THE CONCLUSION
HERE ARE JUST SOME OF THE ISSUES THAT I CAN THINK OF
THAT ARE GOING TO ADD TO THE COMPLEXITY WE'VE GOT A
CONTEST OF THE THE 2000 WILL AND THE 2000 TRUST INCLUDED
IN THAT WILL AND TRUST CONTEST WILL BE ISSUES OF THE
CAPACITY OF MR BROWN, AND JUST TO DIGRESS FOR A MINUTE
PART OF THE REASON WE WERE DELICATE IN OUR PLEADINGS IS
THAT WE REALLY WANT TO HONOR THE MEMORY OF MR BROWN AS
MUCH AS CAN BE POSSIBLE IN CONJUNCTION WITH THIS
PROCEEDING, BUT THERE WILL BE ISSUES ABOUT THAT AND
WITNESSES
THE MAIN ISSUE THAT WE FIND IS THE ISSUE OF UNDUE
INFLUENCE, AND WE'LL HAVE TO DECIDE WHETHER THERE WAS

UNDUE INFLUENCE FOR THE 2000 WILL AND 2000 TRUST AND
INCLUDING -- INCLUDED IN THAT DISCUSSION WILL BE WHETHER,
IN FACT, THE STATUTE OF LIMITATIONS HAS APPLIED WHICH WE,
OF COURSE, DON'T BELIEVE IS AN ISSUE AND RELATED
PROCEDURAL MATTERS AS WELL -- ALL OF WHICH FROM TIME TO
TIME MIGHT BE APPEALED ALONG THE WAY SERIATIM BECAUSE I
THINK IF ANYTHING HAS BEEN DEMONSTRATED BY THIS CASE SO
FAR, YOUR HONOR, THAT SO FAR ANY FIDUCIARY WHO HAS BEEN IN
PLACE IS HAPPY TO APPEAL ANY ISSUE THAT YOUR HONOR
DECIDES -- NOT TO MENTION THE RARE OCCASIONS WHEN RECUSAL

IS THROWN AT YOU

SO, WE'VE GOT THE 2000 WILL AND TRUST, AND IF WE OVERTURN THE 2000 WILL AND TRUST WE THEN TEE UP THE 1999 WILL AND TRUST WE HAVE TO DECIDE IF THEY ARE VALID EVEN IF THE 2000 TRUST IS DETERMINED TO BE VALID, WE HAVE TO DECIDE IF THE 1999 TRUST IS VALID, AND ALL OF THAT SIMPLY GOES TO THE ISSUE OF WHETHER MR LEVENSON'S CLIENTS AND MR BELL'S CLIENTS WOULD TAKE ANYTHING OTHER THAN THE TANGIBLE PERSONAL PROPERTY WHICH RAISES TWO OTHER ISSUES THAT ARE GOING TO BE INTENSELY LITIGATED

MR BELL ASKED FOR A JURY TRIAL ON THE QUESTION OF WHAT TANGIBLE PERSONAL PROPERTY THERE IS THEN THERE IS THE QUESTION OF WHETHER THE FORFEITURE CLAUSE WOULD BE IMPOSED AS TO ANY OF THE CHILDREN SO, WE HAVE THOSE NICE LITTLE SUB-ISSUES THAT COULD WELL COME ALONG ON A SEPARATE

TRACK BECAUSE OF THE WAY THIS CASE COULD DISBURSE

THEN IF THERE IS AN INTESTACY THAT RESULTS BECAUSE WE DON'T HAVE A VALID 2000 WILL AND A VALID 1999 WILL, WE GET TO DECIDE WHO THE INTESTATE HEIRS ARE EVEN IF EVERYTHING IS UPHELD WE STILL HAVE TO FIGHT ABOUT WHETHER TOMI RAE BROWN IS A SURVIVING SPOUSE BECAUSE THERE IS AN ELECTIVE SHARE CLAIM, THERE IS AN OMITTED SPOUSE'S CLAIM -- THOSE, I ASSUME, WOULD BE SEPARATE ISSUES UNDER THE PROBATE CODE THERE IS AN OMITTED CHILD'S SHARE WHERE WE'RE GOING TO HAVE TO ARGUE ABOUT WHETHER LITTLE MAN IS ENTITLED TO AN

OMITTED CHILD'S SHARE -- ALL THREE OF THOSE CLAIMS BEING A DIRECT RESULT OF MS BROWN'S MARRIAGE AND LITTLE MAN'S BIRTH AFTER THE PURPORTED 2000 DOCUMENTS WERE ALLEGEDLY EXECUTED WE'RE GOING TO HAVE TO FIGHT OVER ALL THAT, BUT EVEN THEN WE HAVE TO DECIDE OTHER ISSUES

WHAT'S IN THE TRUST IF THE 2000 TRUST IS FOUND TO BE THE ONLY TRUST? I HEARD MRS POPE AND MR BUCHANAN BOTH TESTIFY THAT SO FAR THERE IS NOT ENOUGH EVIDENCE TO BE ABLE TO DETERMINE WHETHER THE ESTATE OWNS ASSETS OR WHETHER THE TRUST OWNS ASSETS ALTHOUGH THEY BELIEVE BOTH THE WILL AND THE TRUST TO BE VALID THAT'S A VERY SIGNIFICANT QUESTION BECAUSE IF MS ~BROWN IS FOUND TO BE THE SURVIVING SPOUSE SHE GETS TO TAKE HALF AT A MAXIMUM OR ONE-THIRD AT A MINIMUM OF THE PROBATE ESTATE THE PROBATE ESTATE IS WHAT PASSES BY WILL OR BY INTESTACY ACCORDING TO

THE STATUTE SO, WE HAVE TO DETERMINE WHAT ACTUALLY IS SUBJECT TO THE WILL IF THE WILL IS FOUND TO BE VALID AND MS ~BROWN IS FOUND TO BE THE SURVIVING SPOUSE

WE DON'T HAVE A WHOLE LOT OF DOCUMENTS I THINK THAT SO FAR CAN TELL US THAT BECAUSE IF MRS POPE AND MR BUCHANAN HAD CONDUCTED DUE DILIGENCE, THEY WOULD HAVE ALREADY DISCOVERED THAT SO, I'M BELIEVING THEM THAT IT'S DIFFICULT TO FIGURE OUT WHETHER THE DEED INTO THE 2000 TRUST WHICH MRS POPE KEEPS REFERRING TO, IN FACT, COULD BE TRANSFERRED BY MR BROWN BECAUSE MAYBE THE 1999 TRUST

WHICH HAS A WRITTEN MEMORIALIZATION OF THE TRANSFER ON A SCHEDULE IS SUFFICIENT TO HAVE TRANSFERRED HIS INTEREST THEN SO THAT IT WASN'T OWNED BY HIM WHEN HE TRIED TO CREATE THE 2000 TRUST, AND THEN WE HAVE THE JAMES BROWN ENTERPRISES WHICH IS AN ONION -- LAYER AFTER LAYER

FIRST OF ALL, WHO OWNS JAMES BROWN ENTERPRISES? WE'LL HAVE TO GET IN INCOME TAX RETURNS AND DECIDE WHETHER, IN FACT, THEY WERE FILED WITH MR BROWN'S UNDERSTANDING AND SO FORTH WE'LL HAVE TO GET INTO THE QUESTION OF WHETHER THE SIGNED -- EXCUSE ME, THE BLANK TRANSFER BOOK IN THE BLANK STOCK CERTIFICATE WERE, IN FACT, MEANT TO TRANSFER JAMES BROWN ENTERPRISES INTO THE 2000 TRUST WE GOT THE SAME QUESTION WITH THE 1999 TRUST

EVEN WHEN WE DECIDE WHO OWNS JAMES BROWN ENTERPRISES WE THEN HAVE TO DECIDE WHAT JAMES BROWN ENTERPRISES OWNED,

AND SO FAR NOBODY SEEMS TO BE DOING A GOOD JOB OF TELLING WHERE ANY OF THIS STUFF IS IT'S GOING TO BE A NIGHTMARE TO DECIDE WHAT ASSETS BELONG WHERE IN FACT, EVEN THOUGH MRS POPE AND MR BUCHANAN SAY THEY'VE DONE THEIR DUE DILIGENCE, WE HAVE AN INVENTORY AND APPRAISEMENT THAT'S UNLIKE ANY I'VE EVER SEEN IN THE OTHER THAN THE SMALLEST ESTATE, AND IT SAYS, HERE IS WHAT THE ESTATE HAS IT'S A GROUP OF ASSETS THAT'S WORTH "X" BECAUSE WE HAD AN OFFER FOR THAT

THERE IS NO ITEMIZATION OF THE ASSETS THERE IS NO

CATEGORIZATION OF THE ASSETS THERE IS NO SEPARATE APPRAISED VALUE OF THE ASSETS -- AND, BY THE WAY, THE VALUATION WOULD BECOME A GREAT ISSUE AS WELL SO, THEY HAVEN'T CORRECTED THAT INVENTORY AND APPRAISEMENT, AND I'M ASSUMING IT IS BECAUSE THEY DON'T HAVE THE INFORMATION TO DO IT BECAUSE OTHERWISE THEY WOULD HAVE DONE THEIR FIDUCIARY DUTY TO GET A PROPER INVENTORY AND APPRAISEMENT BEFORE THE COURT

THE SAME WITH THE ESTATE TAX RETURN IT SIMPLY SAYS THE SAME THING WE GOT A BLOB OF ASSETS AND WE'RE NOT SAYING WHO OWNS WHAT WE CAN'T TELL WHO OWNS WHAT IT IS TOO EARLY TO TELL WE JUST CAN'T UNCRAMMABLE THAT EGG, BUT WE HAVE TO UNSCRAMBLE THAT EGG TO DEAL WITH ISSUES THAT I'M TALKING ABOUT WE'RE GOING TO HAVE TO FIGURE OUT WHERE THE ASSETS ARE, WHAT THEY'RE WORTH, WHO OWNED THEM,

AND WHAT KIND OF DOCUMENTS WE HAVE, AND THE WITNESSES ARE GOING TO BE MR DALLAS, MR BRADLEY, AND MR CANNON WHO WERE PURPORTED TRUSTEES AND PEOPLE WHO MANAGED THE ESTATE AS WELL AS MANY OTHER WITNESSES THAT WE'RE GOING TO HAVE TO PARADE AGAIN IN FRONT OF THIS COURT IN, AGAIN, MORE THAN ONE SETTING

WE HAVE TO DECIDE IF THIS CONTINUES ON MAYBE WHAT IS BEST FOR CERTAIN TAX ISSUES NOW, AGAIN, WE BELIEVE THAT WE HAVE THE TAX ISSUES HANDLED AND, YOUR HONOR, AS WE'LL DISCUSS IN MORE DETAIL WHEN WE DO OUR SUMMATION THERE IS A

PROVISION IN EVERY DOCUMENT THAT MRS POPE HAS ALREADY TESTIFIED IS A SUPER-VETO PROVISION IN HER DOCUMENTS AND THAT IS WE'LL CURE WHATEVER DEFECT THERE IS IN THE TAX PROBLEM, BUT IF WE DON'T HAVE A SETTLEMENT, WE DON'T HAVE THE BENEFIT OF THAT SO, WE'RE GOING TO HAVE TO DEAL WITH ALL OF THOSE ISSUES AS WELL, TOO, PERHAPS, IN CERTAIN CASES

YOUR HONOR, BY OUR CALCULATION WE'VE GOT A MILLION AND A HALF OR MAYBE A LITTLE LESS THAN THAT DEPENDING ON WHETHER THEY'RE GOING TO CHARGE 325 OR $300 AN HOUR SINCE NOVEMBER OF '07 THROUGH TODAY -- WELL, THROUGH THE SUBMISSION OF THE BILL -- I'M SURE IT'S GROWN SIGNIFICANTLY SINCE THAT TIME AND I'M NOT ARGUING AT THIS POINT ABOUT THE TIME THAT MRS POPE AND MR BUCHANAN SPENT I WILL NOTE THAT MR ~BAILEY STATED EARLIER THIS

MORNING THAT MUCH OF THAT TIME WAS SPENT DEALING WITH THIS SETTLEMENT IMAGINE HOW MUCH TIME THEY'RE GOING TO SPEND DEALING WHEN THERE IS NOT A SETTLEMENT AND EVERYBODY IS FIGHTING AND WE'RE HAVING EACH PARTY TRYING TO ARGUE THIS OR THAT MILLIONS OF DOLLARS MORE WILL BE SPENT UNNECESSARILY BY NOT SETTLING THIS CASE

SO, WE'VE GOT THE 2000 WILL AND TRUST VALIDITY WE GOT THE INTESTATE HEIRS ISSUE WE GOT THE TOMI RAE SPOUSAL SHARE ISSUE, TWO DIFFERENT SPOUSAL SHARES WE GOT THE LITTLE MAN ISSUE WE GOT THE TANGIBLE PERSONAL

PROPERTY ISSUE WE GOT THE IN TERROREM CLAUSE ISSUE IT BOGGLES MY MIND HOW WE JUST DEAL WITH THOSE, AND IT WOULD BE A LOT EASIER IF WE KNEW WHICH ASSETS WERE WHERE, AND THEN IF MS ~BROWN IS DETERMINED TO BE THE SURVIVING SPOUSE AND ENTITLED TO AN ELECTIVE SHARE AND OR -- OR AN OMITTED SPOUSE'S SHARE, WE'RE GOING TO HAVE ANOTHER ARGUMENT AS TO WHETHER THE 2000 TRUST IF IT IS FOUND TO CONTAIN THE TRUST ASSETS WAS REALLY IN EFFECT A REVOCABLE TRUST BECAUSE UNDER THE SEAFIT AND DRAYER OPINIONS OF THE SOUTH CAROLINA SUPREME COURT SHE GETS TO TAKE THOSE ASSETS, TOO THEY'RE DEEMED TO BE PROBATE ASSETS FOR PURPOSES OF HER OMITTED SPOUSE AND ELECTIVE SHARE CLAIM

AND EVEN IF THE 2000 TRUST IS NOT FOUND TO BE A DEEMED REVOCABLE TRUST WHICH IS, CERTAINLY, WHAT WE'RE GOING TO ARGUE BASED ON TESTIMONY BY MR DALLAS AND

MR BRADLEY THAT THEY DIDN'T HAVE ANYTHING TO DO WITH THE 2000 TRUST WHILE MR BROWN WAS ALIVE BECAUSE HE KEPT CONTROL OF EVERYTHING -- MRS POPE SAYS THE SAME THING, THAT HE KEPT CONTROL OF EVERYTHING I THINK WE GOT A VERY GOOD ARGUMENT THERE, BUT WE'RE GOING TO HAVE TO MAKE THAT ARGUMENT, AND WE'RE GOING TO HAVE TO PROVE IT, AND WE'RE GOING TO THEN HAVE TO ARGUE ABOUT WHETHER THE '99 TRUST WHICH IS REVOCABLE AND WHOSE ASSETS WOULD CERTAINLY BE SUBJECT UNDER THE DRAYER AND SEAFORT CASES TO THE PROBATE ESTATE AND MR BROWN'S ELECTIVE SHARE OR OMITTED SPOUSE'S

SHARE AND I WOULD ARGUE BY ANALOGY THE LITTLE MAN'S OMITTED CHILD SHARE WE'RE GOING TO HAVE TO ARGUE THAT

NOW, IT STRIKES ME BASED ON WHAT'S GOING ON SO FAR -- AND, AGAIN, PLEASE, YOUR HONOR, I'M SORRY I'M NOT A LITIGATOR AND SO I DON'T UNDERSTAND PROCEDURE BECAUSE THAT'S NOT WHAT I DO, BUT THE CASES ARE GOING TO BE GOING BACK AND FORTH AND UP AND DOWN BECAUSE BECAUSE EVERYBODY IS GOING TO APPEAL EVERY LITTLE ISSUE, AND THEN WE GET INTO A QUESTION LIKE WE DID LAST SUMMER AND LIKE WE GOT INTO LAST MONTH AND GET INTO NEXT WEEK ABOUT WHETHER THERE IS A STAY AND WHAT CAN BE DONE AND WHAT CAN'T BE DONE THIS IS GOING TO BE JARNDYCE VERSUS JARNDYCE OUT OF THE DICKENS NOVEL, BUT IT'S GOING TO BECOME WORST THAN THAN IT'S GOING TO BE BLEAK HOUSE

WE GOT THE SOLUTION RIGHT HERE WE AVOID ALL OF THAT

COMPLEXITY IF WE DO THAT THANK YOU, YOUR HONOR

THE COURT ANYTHING ELSE BY LEVENSON, AT AL, JONES?

MR JONES JUST BRIEFLY, YOUR HONOR

THE COURT I AM ASKING ABOUT THE COMPLEXITY DON'T ARGUE YOUR CASE

MR JONES OKAY WELL, YOUR HONOR, I WANT TO SAY THAT MR MEDLIN HAS PRESENTED THE SAME POINTS WE WOULD I WANT TO SAY THAT WITH CAUTION BECAUSE MR BUCHANAN SAID ON THE STAND THAT HE HEARD THAT MR MEDLIN PRESENTED THE ARGUMENTS BUT HE NEVER HEARD THE ATTORNEY GENERAL PRESENT

THE ARGUMENTS WE'VE BEEN THROUGH THIS WHOLE THING WITH MR MEDLIN AND MR LEVENSON AS TO THE ISSUES THAT WE HAVE TO ADDRESS AND CONSIDER I WOULD JUST LIKE TO BRING THE COURT'S ATTENTION THAT WHEN WE CAME INTO THIS CASE IN SEPTEMBER OF '07 AND INTERVENED WE WERE THE FIRST ONES -- YOU KNOW, THE FIRST DAY WE CAME TO COURT THERE WAS A SIGNED DOCUMENT THAT PUT ALL OF THE JAMES BROWN ENTERPRISES IN THE ESTATE AND NOT THE TRUST AND WE SPOKE UP THAT DAY

AS YOU REMEMBER WE POPPED UP EVERYTIME THE ISSUE CAME UP AND THE YOUR HONOR WOULD SAY, MR ATTORNEY GENERAL, WE'LL GIVE YOU AN OPPORTUNITY TO ARGUE THAT AS WE PROGRESSED AND WE HAD AFFIDAVITS FROM DALLAS AND MR BRADLEY ON SOME OF OUR MOTIONS WE TALKED ABOUT CONFLICTS WHICH FROM THE TESTIMONY YESTERDAY WITH

MR BUCHANAN FROM THE FEDERAL COURT HE RECOGNIZED THERE IS ONE AND WE'VE TALKED ABOUT SUBJECT MATTER, BUT THERE WAS A HEARING IN MARCH ABOUT A YEAR AGO IN WHICH OUR WITNESSES, BASICALLY, SAID SOME THINGS ON THE STAND THAT WOULD HURT OUR CASE AS FAR AS PROVING THAT THE ASSETS WOULD GO THROUGH THE TRUST

SO, A LOT OF THOSE FACTORS WERE TO BE CONSIDERED, AND DURING THE COURSE OF THIS LITIGATION AS I MENTIONED MY ATTORNEY GENERAL HAS GIVEN US THE RESOURCES WE NEED TO PROCEED WE HAVE LITIGATION GOING ON RIGHT NOW THAT DOES

INVOLVE OR, ACTUALLY, THE BULL STREET CASE WAS A FOUR CORNERS CASE WE CALL IT A FOUR CORNERS CASE LIKE MRS POPE SAID YOU LOOK AT THE FOUR CORNERS OF THE DOCUMENT THAT INVOLVED 13 DEEDS IT WAS VERY COMPLICATED, BUT NOT AS COMPLICATED AS THIS CASE IT IS THE ONE THAT WAS IN THE ORIGINAL JURISDICTION OF THE STATE SUPREME COURT

AND THE EPWORTH CASE WHICH I ARGUED IN 2005 OR RULING CAME OUT IN 2005, THAT CASE WE ARGUED FOUR CORNERS AND WE LOST IT IN PROBATE AND LOST IT IN CIRCUIT AND WHAT WE LOST ON WAS A PROVISION NUMBER NINE PARAGRAPH SOMEWHERE IN THE TRUST DOCUMENT AND THE COURT SAID PER JUSTICE BURNETTE THAT YOU HAVE TO LOOK AT THE WHOLE DOCUMENT SO, WE'RE QUITE WELL FAMILIAR WITH THE FOUR CORNERS ISSUE

ALSO, THERE IS A CASE ONGOING RIGHT NOW IN WHICH IS

$100 MILLION DOWN AT THE BEACH IN WHICH A FOUR CORNERS ISSUES MRS POPE HAS MET AND MR BUCHANAN HAVE MET WITH MY AG AND THROUGH OTHER INTERMEDIARIES HAVE CALLED HIM SEVERAL TIMES ABOUT THE CASE MY AG IS INVOLVED, AND THE CASE AT THE BEACH THERE HAVE BEEN ABOUT THREE MAJOR MEETINGS WITH MY OFFICE AND -- BUT THE POSITION OF OUR OFFICE IS WE DON'T SETTLE THE OTHER SIDE SAID, WELL, WE WANT TO GO TO MEDIATION THAT MEANS YOU GOT TO SETTLE WE SAID, WE DON'T HAVE TO SETTLE BECAUSE WE'RE SATISFIED IT IS A FOUR CORNERS CASE THERE IS NO UNDUE INFLUENCE

ALLEGED, NO OUTSIDE FACTORS LIKE THIS ONE SO, WE'RE QUITE CAPABLE OF HANDLING MAJOR CASES WE ARE QUITE FAMILIAR WITH THE FOUR CORNERS ISSUES, BUT WHEN YOU GET THE ISSUES THAT COME UP IN A CASE LIKE THIS IT'S NOT FOUR CORNERS ANYMORE

SO, YOU TALK ABOUT THE TAX ISSUES THAT ARE BEING ESPOUSED BY THE PR AND TRUSTEES SAYING WE'RE COSTING THE CHARITABLE TRUST $30 MILLION OR WHATEVER SCENARIO THEY MIGHT MENTION -- MR LEVENSON MENTIONED THIS YESTERDAY QUIET ACCURATELY YOU PAY MORE TAXES IF YOU GET MORE MONEY IF WE GET ZERO, WE PAY NO TAXES HE PAYS MORE TAXES OR MS HYNIE WILL PAY MORE TAXES

SO, ALL OF THOSE ISSUES WERE EVOLVING AND DURING THE COURSE OF THIS LITIGATION YOU MIGHT THINK, WELL, WE RELIED UPON MR LEVENSON OR MR ROSEN OR -- IN THE CASE, BUT IN

THE COURSE OF THIS LITIGATION WE HAD MR MEDLIN IN A CASE THAT WE HAD AGAINST US INVOLVING A HUNDRED MILLION DOLLARS HE FILED AFFIDAVITS AGAINST US IN THAT CASE IN WHICH WE PREVAILED

WE HAD A CASE IN WHICH ANDREW CHANDLER REPRESENTING A BENEFICIARY OF A CHARITABLE TRUST CAME TO US AND WANTED THE TRUSTEE REMOVED AND WE SAID THE ATTORNEY GENERAL HAS A LITTLE HIGHER STANDARD ON REMOVAL THAN MAYBE YOU HAVE MAYBE YOU HAVE GROUNDS FOR IT, BUT OUR STANDARD IS A LITTLE BIT HIGHER, AND WE COULDN'T JOIN IN WITH HIM ON

THAT MOTION AT THAT TIME TO REMOVE A TRUSTEE

WE HAD MR ROSEN IN A CASE IN WHICH INVOLVED THE FIREFIGHTERS IN CHARLESTON IN WHICH DON CLARK -- THEY PUT US IN A CASE AND WE SAID THERE WAS NO CHARITABLE TRUST AND WE ARGUED BEFORE JUDGE CONDON IN PROBATE COURT IN CHARLESTON THIS IS NOT A CHARITABLE TRUST IT IS A PRIVATE TRUST, AND MR ROSEN SAID, WELL, IF THE ATTORNEY GENERAL WON'T DO HIS JOB, WE'LL DO IT FOR HIM

SO, THIS HAS NOT BEEN OLD HOME WEEK HERE FOR THE ATTORNEY GENERAL'S OFFICE AS WE WENT THROUGH LEANING ON EVERYBODY TO DO OUR JOB SO, I JUST WANT TO PASS THAT ALONG TO YOU MY ATTORNEY GENERAL HAS BEEN INVOLVED IN THIS CASE WE'VE HAD MANY TWISTS AND TURNS WE'VE HAD THE CALLS THE NIGHT BEFORE THAT I TOLD YOUR HONOR ABOUT MR HAMMOND SAYING HE WAS A TRUSTEE WE'VE HAD E-MAILS

THAT CAME TO OUR OFFICE SIX MONTHS BEFORE THAT HAD IN THERE -- ONE OF THEM THE FIRST LINE AND ONE OF THEM EMBEDDED THAT HAMMOND MENTIONED HE WAS A TRUSTEE

OF COURSE, WE CAME IN THIS CASE IN SEPTEMBER AND WE WEREN'T LOOKING AT WHO WAS THE TRUSTEE IN THE PAST SO, IT DIDN'T REALLY REGISTER EVERYBODY ELSE TAKES COVER ON THE FILE IS BIG OR I HADN'T REVIEWED THE FILE, BUT IF THE ATTORNEY GENERAL'S OFFICE MISSES SOMETHING LIKE THAT THAT'S CIRCULATED AROUND WITH THREE ATTORNEYS AND WE'RE CRITICIZED

SO, WE HAVE TAKEN THIS, AND WE HAVE BROAD SHOULDERS IN OUR OFFICE, AND WE'RE GOING TO TAKE RESPONSIBILITY AND MOVE FORWARD, BUT AT A POINT IN TIME WHEN OUR WITNESSES IMPLODED A LITTLE BIT WE HAD TO ADDRESS WHERE WE ARE BECAUSE AT THE END OF THE DAY WE'RE GOING TO BE THE ONE RESPONSIBLE FOR SAYING THERE IS ZERO FOR A CHARITABLE TRUST OR WHAT IS THERE FOR A CHARITABLE TRUST

WE HAVE NO PROBLEM ARGUING TO THE STATE SUPREME COURT FOR THE CHIEF JUSTICE AND SHE'S FAMILIAR WITH US ON CASES OF CHARITABLE TRUSTS WE HAVE GRAVE CONCERNS IN THIS CASE ABOUT OUR PREVAILING, AND WITH THOSE FACTORS IN MIND MR COX WHO I'VE HEARD GOOD COMMENTS ABOUT AND BAD COMMENTS ABOUT -- HE CALLED OUR OFFICE IN, I BELIEVE IT WAS, JULY -- JULY OF '08 AND I GET CALLS FROM TERRY COX THROUGH PERMISSION OF MR BYRD BUDDY DALLAS WOULD CALL

JACKIE HOLLANDER WOULD CALL WE ALWAYS LISTEN TO PEOPLE TALK ON THE PHONE

BILL HAMMOND WOULD CALL ME WE'RE TRYING TO COLLECT ALL INFORMATION, AND HE CALLED OUR OFFICE AND WANTED TO MEET WITH OUR OFFICE WE SAID OKAY I CALLED MR MEDLIN AND SAID, I WANT SOMEBODY ELSE THERE, AND I HAD JC AND MARY FRANCIS MEET, AND WHAT HE BROUGHT TO OUR ATTENTION WAS HERE IS A PROBLEM HERE THE VALUATION IS GOING DOWN WE DON'T KNOW IF YOU COULD SELL IT IN HIS OPINION YOU GOT TO GO OUT -- AND THIS IS IN LINE WITH WHAT MRS POPE

WAS KIND OF MENTIONING ON ANOTHER MATTER YOU MIGHT COULD BUILD THE IMAGE BACK UP

SO, I AM SITTING THERE I'VE GOT WITNESSES FALLING OUT LEFT AND RIGHT I GOT US GOING AND GETTING LAW ENFORCEMENT TO CHASE DOWN AHMED WITH FIVE SOCIAL SECURITY NUMBERS, ME CALLING PLACES IN ST LOUIS -- APARTMENTS -- LOOKING FOR AHMED THE NEXT DAY THEY CALL ME BACK AND SAY, MR ATTORNEY GENERAL, IS THERE A TERRORIST ACTION HERE BECAUSE YOU CALLED MY NEIGHBOR AND YOU CALLED ME ABOUT MR AHMED AND WE'RE CONCERNED IS THERE SOME KIND OF TERRORIST OPERATION? I SAID, NO, WE JUST -- I CALLED EVERYBODY IN THE APARTMENT COMPLEX

SO, WE TRIED TO TRACK DOWN ALL OF THESE THINGS SO, WITH ALL OF THOSE FACTORS IN MIND IT CAME TO OUR ATTENTION THAT IF WE PROCEEDED -- AND I'LL USE THE DEPARTMENT OF

JUSTICE EXAMPLE WHEN THEY COME TO SEE YOU THEY SAY WE'RE GOING TO BE HERE WHETHER YOU'RE GONE OR NOT WE'LL BE HERE WE'LL JUST WEAR YOU OUT AND YOU'RE FAMILIAR WITH THAT, YOUR HONOR, IF YOU HAD A CASE AGAINST THEM BEFORE, AND WE WILL BE HERE -- THE ATTORNEY GENERAL'S OFFICE -- BUT WE HAVE A RESPONSIBILITY TO MAKE SURE THAT THE CHARITABLE TRUST IS PROTECTED

SO, WE'RE SITTING HERE WITH ALL OF THOSE MATTERS FLOATING AROUND US AND THE FACT IS IF WE WIN THERE MIGHT NOT BE ANYTHING THERE SO, WITH THAT POINT IN MIND, WE

SAID WE NEED TO FIGURE OUT WHAT WE GOT WE NEED TO FIGURE OUT THE PARTIES WE HAVE AND SEE WHAT THEIR THOUGHTS MIGHT BE, AND THAT'S WHAT STARTED THIS MEDIATION, AND AS FAR AS MY OFFICE KNOWING WHAT WE'RE DOING, YOUR HONOR, WHEN WE HAD TO PAY FOR A MEDIATION OUR PART, YOU GOT TO GET APPROVAL

EVERYTHING THAT WE DO IN OUR OFFICE OUR FRONT OFFICE NEEDS TO KNOW HE GIVES US AUTHORITY LIKE YOUR HONOR WOULD THINK HE WOULD, BUT ANY BIG DECISIONS MY ATTORNEY GENERAL WOULD KNOW ABOUT JUST LIKE THIS MORNING I MADE SURE MY CHIEF DEPUTY KNEW ABOUT THE SUMMONS AND COMPLAINT I GOT MY INPUT THIS IS THE ONE THAT MRS POPE FILED AND SAID, NO, YOU -- WE DON'T WANT TO WAIVE IT SO, I CONSULT WITH MY FRONT OFFICE

SO, WITH ALL OF THOSE FACTORS AND ALL THESE THINGS

GOING ON, YOUR HONOR, WE HAD A CONCERN WE HAD A CONCERN THAT IF WE FOLLOW THIS TO FRUITION THE NEXT DEPOSITION THAT -- WE HAD A COURT ORDER WE LOOKED AT THE LAW OF OVERTURNING A COURT ORDER WE HAD JUDGE MCCANNON YOU HAVE YOURSELF SIX YEARS LATER SOMEBODY COMES BACK IN AND TRIES TO OVERTURN A COURT ORDER, IT'S DIFFICULT

WE WERE PROBABLY THE FIRST PEOPLE TO ORDER THAT TRANSCRIPT ON THE HEARING WITH TOMI RAE HYNIE ON THE ANNULMENT WE CHECKED OUT THE AFFIDAVITS ON SERVICE WE MADE SURE WE RESEARCHED THE LAW AND WE APPRISED MY

ATTORNEY GENERAL OF WHAT WE'D HAVE TO DO TO TRY TO OVERTURN AN ORDER SO, WE LOOKED AT ALL OF THOSE FACTORS, AND WE COULDN'T FIND AHMED SO, ALL OF THOSE THINGS WERE FLOATING AROUND AND IT WAS VERY COMPLEX VERY COMPLEX

I HAVE DEALT WITH PROBABLY MORE CHARITABLE TRUSTS THAN ANYBODY IN THIS COURTROOM AND PROBABLY ANYBODY IN THIS STATE OUTSIDE OF ALAN MEDLIN BECAUSE I HAVE BEEN THE FOCAL POINT IN OUR OFFICE FOR YEARS ON CHARITABLE TRUSTS, AND, SO, THIS IS THE MOST COMPLEX ONE I'VE SEEN, AND AS FAR AS SETTLING CASES MY OFFICE DOESN'T WANT TO SETTLE ANY CASE WE'LL GO TO -- I COULD TELL YOU MANY STORIES I WILL END UP WITH THIS ONE

WHEN I WENT TO MY ATTORNEY GENERAL ON THE EPWORTH CASE AND HE JUST GOT THE OFFICE AND I APPROACHED MY CHIEF DEPUTY ABOUT APPEALING THE EPWORTH BECAUSE I LOST AT

PROBATE COURT AND CIRCUIT COURT I GOT A PHONECALL FROM HIM AND HE SAID, WE'RE GOING TO APPEAL AGAINST AN ORPHANAGE? I MEAN, WHAT IS GOING ON HERE? SO, I GO UP TO HIM AND I EXPLAIN THE CASE AND TELL HIM THIS IS A FOUR CORNERS CASE THEY'RE WRONG HE SAID, WE'RE GOING TO DO WHAT'S RIGHT

WHEN MR BUCHANAN AND MRS POPE CAME WITH AN INTERMEDIARY TO OUR OFFICE AND SAID THAT I WAS INTERFERING WITH THEIR PRODUCTION -- THEIR PROCEEDING WITH THE CASE TO PROTECT THE CHARITABLE TRUST, MY AG SAID AFTER HE HEARD

THE ARGUMENTS HE SAID, WE GOT TO FOLLOW WHAT THE LAW IS, AND THAT'S WHAT WE'VE DONE ALL THE WAY THROUGH THIS

SO, IF YOUR HONOR IS ASKING WHAT OUR THOUGHTS WOULD BE ABOUT COMPLEXITY OF THIS LITIGATION, WE THINK IT IS EQUALLY OR MORE COMPLEX THAN ANY OTHER CHARITABLE TRUST CASE I'VE HAD INCLUDING SOME PHARMACEUTICAL CASES THANK YOU

THE COURT MR SHAHID, IS THERE ANYTHING ADDITIONAL TO BE HAD? I JUST WANTED EVERYBODY TO GET A FLAVOR FOR WHETHER THEY THINK IT'S COMPLEX OR NOT

MR LEVENSON JUDGE, I PERCEIVED YOUR HONOR'S QUESTION ASKED AT THE LAST VISIT HERE TO BE DIFFERENT THAN WHAT PROFESSOR MEDLIN AND MR JONES HAVE SAID I THOUGHT YOUR HONOR WAS ASKING US TO CAST ABOUT IN OUR EXPERIENCES AS TO HOW THIS CASE COMPARED WITH OTHER CASES THAT WE'VE

BEEN HANDLING EITHER AS LITIGATORS OR IN THE TRUST AND ESTATE AREA OR OTHERWISE

THE COURT WELL, THAT'S EXACTLY RIGHT, MR LEVENSON, EVEN THOUGH I APPRECIATE THEIR COMMENTS, AND THEY DID ANSWER THE QUESTION IN A ROUNDABOUT WAY, BUT I AM JUST LOOKING FOR SEASONED LAWYERS AS THEIR -- I MEAN, AS THE JUDGE SITTING UP HERE AND LISTENING TO IT SINCE THE VERY FIRST DAY, MAYBE MY PERCEPTION IS DIFFERENT THAN Y'ALLS

MR LEVENSON I JUST -- I'M NOT AN ACADEMIC LIKE PROFESSOR MEDLIN, AND I READ LAW BOOKS ONLY WHEN I HAVE

TO, I GUESS, BUT I'M SORT OF A NUTS AND BOLTS SORT OF LAWYER, AND I WANT TO TELL YOU JUST A LITTLE BIT ABOUT MY PRACTICE, BUT, FIRST, I'LL SAY IN ANSWER TO YOUR HONOR'S QUESTIONS BECAUSE I ALWAYS LEARN AS A TRIAL PRACTITIONER WHEN THE JUDGE ASKS THE QUESTION THE FIRST THING YOU DO IS GIVE HIM AN ANSWER IT'S NOT THE ANSWER HE LIKES OFTENTIMES, BUT YOU GIVE HIM A ANSWER AND THEN IF YOU CAN WEDGE A COUPLE OF WORDS IN TO EXPLAIN WHY YOU'VE GIVEN AN UNSATISFACTORY ANSWER SO, I AM GOING TO ANSWER YOUR QUESTION

THIS IS THE MOST COMPLEX CASE THAT I HAVE EVER BEEN INVOLVED IN ISSUES OF LAW AND FACT ARE FAR MORE COMPLEX THAN ANYTHING, AND LET ME TELL YOU A LITTLE BIT ABOUT MY EXPERIENCE BECAUSE THAT OPINION IS WORTH NOTHING IF I DON'T TELL YOU THE BASIS FOR THE CONCLUSION I GRADUATED

EMORY IN 1978 -- LAW SCHOOL, I MEAN, GRADUATE -- AND STARTED ROOTING AROUND FOR WORK, STARTED TAKING APPOINTMENTS IN THE PROBATE COURTS OF FULTON AND DEKALB COUNTIES WHICH IS THE MAIN COUNTIES IN THE METROPOLITAN ATLANTA AREA -- APPOINTMENTS AS GUARDIAN AD LITEM AND OTHER SORT OF INTERIM WORK

IN 1980 I WAS APPOINTED BY THE FULTON COUNTY PROBATE JUDGE -- AND FULTON IS THE LARGEST COUNTY OF 159 COUNTIES IN THE STATE OF GEORGIA I'M SURE, YOUR HONOR, IT'S MOST OF ATLANTA AND MUCH OF NORTH AND SOUTH METROPOLITAN

ATLANTA I WAS APPOINTED AS WHAT'S CALLED A COUNTY FIDUCIARY, COUNTY GUARDIAN, COUNTY ADMINISTRATOR I SERVED IN THAT CAPACITY FOR 10 YEARS, AND, BASICALLY, THE ROLE OF A COUNTY GUARDIAN, COUNTY ADMINISTRATOR IS WHEN TWO OR MORE PEOPLE COME INTO THE PROBATE COURT AND WANT TO BE APPOINTED ADMINISTRATOR OR THEY WANT TO BE APPOINTED EXECUTOR OR THEY WANT TO BE APPOINTED THE GUARDIAN FOR INCAPACITATED ADULT OR MINOR AND THERE APPEARS TO BE FROM THE IMPRESSION OF THE PROBATE JUDGE TO BE A CONFLICT OR POTENTIAL CONFLICT OF INTEREST, A NEUTRAL PERSON IS APPOINTED, THAT IS TO SAY, SOMEONE WHOSE RESPONSIBILITY IS TO HAVE NO INTEREST IN THE CASE OTHER THAN THE DISCHARGE OF THE LAW FOR THE WARD OR THE COURT OR THE ESTATE IS PROTECTED

THE OTHER ADVANTAGE OF A COUNTY GUARDIAN IS THAT I

CAN MAKE A BOND AND THEY CAN'T WHICH IS A NICE FEATURE BECAUSE, OBVIOUSLY, AS YOUR HONOR KNOWS, YOU KNOW, BONDS ARE CONTRACTS OF INDEMNITY AND, SO, THE PROBATE JUDGE FEELS A LITTLE MORE COMFORTABLE APPOINTING SOMEONE HAS WHO HAS A BOND IN PLACE FROM AN INSURANCE COMPANY AND THE INSURANCE COMPANY KNOWS IF THERE IS A LOSS, THEY PAY THE LOSS AND THEN THEY LOOK TO ME I AM PLEASED TO SAY THAT THERE HAS BEEN NO LOSSES SUSTAINED IN MY 31 YEARS OF PRACTICING WITH MILLIONS AND MILLIONS AND MILLIONS OF BONDS POSTED IN THE STATE OF GEORGIA

SO, THE MODEL OF COUNTY ADMINISTRATION IS REALLY DESIGNED IN SOME PART FOR THE JUDGE TO OPT OUT OF THE CONFLICT WHY WAS DOES THE JUDGE DO THAT? BECAUSE HE OR SHE RECOGNIZES IT'S GOING TO BE TOO EXPENSIVE TO ALLOW THIS PARTY TO LITIGATE AND DRAIN THE ESTATE OF THE WARD OR THE ESTATE OF THE DECEASED WITH CLAIMS FOR LEGAL FEES BECAUSE THERE IS A STATUTE THAT SAYS IF YOU CAN MAKE A CLAIM AND IT'S VALID AND IT MORE OR LESS BENEFITS THE ESTATE -- AND I'M PARAPHRASING BECAUSE AS I SAID I DON'T READ THE LAW BOOKS THAT OFTEN, BUT THEN IT'S A CLAIM AND THE COURT COULD AWARD SUCH FEES THE SHORTCUT IS APPOINT SOMEONE WHO YOU KNOW IS GOING TO DO THE JOB WHO WILL NOT CREATE A LOSS

THE OTHER TIME THAT I WAS APPOINTED IN THE VAST MAJORITY OF THE CASES IS AFTER THERE HAD BEEN A LOSS AND

THE SURETY HAD STEPPED IN HAD TO PAY UPON MY DEMAND -- IN OTHER WORDS, SOMEONE HAD BEEN REMOVED BECAUSE OF DEFAULT OR JUST LEAVING THE JURISDICTION WITHOUT PROPER ACCOUNTING SO, I'M VERY FAMILIAR I THINK WITH BEING A FIDUCIARY I HAVE BEEN A FIDUCIARY IN BETWEEN 500 AND 1000 CASES MYSELF I AM JUST ESTIMATING AND MY PARALEGAL MS CORDELL WHO IS HERE HAS WORKED WITH ME FOR 10 OR 12 YEARS -- IT'S ENUMERABLE CASES REQUIRING CONSTANT ACCOUNTING TO COURTS

LITIGATION USUALLY FOLLOWS WHEN I'VE BEEN APPOINTED

AS A SUCCESSOR BECAUSE SOMEONE HAS DONE SOMETHING WRONG IT IS MY RESPONSIBILITY TO CHASE SOMEONE IF -- THAT'S NOT EXACTLY WHAT I MEAN, BUT SUING SOMEONE OR BEING SUED THE PRIVILEGE OF BEING THE COUNTY ADMINISTRATOR OR FOR THAT MATTER ANY ADMINISTRATOR IS YOU ALWAYS SEEK GUIDANCE FROM THE COURT YOU KNOW, I SERVE AT THE PLEASURE OF A JUDGE WHO APPOINTS ME, AND, SO, I DON'T -- OBVIOUSLY, STATUTES ALLOW ME CERTAIN DISCRETION, BUT ANY KIND OF COMPLICATED ISSUE YOU ASK THE JUDGE FOR APPROVAL WITH NOTICE TO ALL PARTIES AND EVERYBODY COMES IN AND MAKES THEIR PEACE

THE POINT I'M MAKING IS THAT AFTER BEING INVOLVED IN THOSE CASES THAT I WAS MYSELF A FIDUCIARY WHETHER IT'S TRUSTEE OR CO-TRUSTEE, I'VE ALSO REPRESENTED PROBABLY A ANOTHER TWO OR THREE THOUSAND CASES WHERE PEOPLE ARE MY CLIENTS WHO ARE FIDUCIARIES OFTEN CASES HAVE GONE TO THE

GEORGIA COURT OF APPEALS AND THE GEORGIA SUPREME COURT FORTUNATELY I HAVE BEEN THE APPELLEE MORE OFTEN THAN I'VE BEEN THE APPELLANT IN THOSE CASES THAT HAVE BEEN INTERESTING LAW

WHENEVER -- AND I KNOW THIS IS NOT NECESSARILY A COMMENT ON THIS CASE, BUT IT IS WORTH OBSERVING SIMPLY AS A FACT IN MY EXPERIENCE WHICH TROUBLES ME BY SOME OF THE TESTIMONY THAT WAS HEARD IN THIS CASE NEVER IN MY 31 YEARS OF EXPERIENCE HAVE BEEN APPOINTED BY A COURT AS A FIDUCIARY THAT I HAVE APPEALED AN ORDER OF THE COURT THAT

APPOINTED ME NEVER NOW, THAT DOESN'T MEAN IT CAN'T BE DONE I AM JUST EXPRESSING SOME EMPIRICAL EVIDENCE ABOUT WHAT HAS OCCURRED IN THE YEARS BECAUSE MY BELIEF IS IF YOU PUT ME IN, YOU CAN TAKE ME OUT IF I DON'T LIKE YOUR DECISIONS, I SHOULDN'T HAVE SOUGHT YOUR GUIDANCE IN THE FIRST PLACE, I GUESS, IS THE WAY I LOOK AT IT

I WANT TO SUM UP QUICKLY BY SAYING THAT IN CASES THAT HAVE BEEN HEAVILY LITIGATED, NOT NECESSARILY -- WELL, PARTIALLY BY ME BECAUSE I ADMIT THERE ARE CASES WHICH ARE ARE VERY CONTESTED WHERE I'VE EITHER BEEN THE LAWYER FOR A FIDUCIARY OR DEFENDING SOMEONE WHO WAS FORMERLY A FIDUCIARY -- WE'VE ALWAYS SOUGHT TO SETTLE CASES THE CONTEXT IN WHICH THEIR SETTLEMENT IS JUST A MODEL SET UP BY JUDGE FLOYD PROBST WHO WAS THE PRESIDENT OF THE AMERICAN COLLEGE OR PROBATE JUDGES AND A PROBATE JUDGE IN

FULTON COUNTY FOR ABOUT 27 YEARS WAS AN EARLY INTERVENTION MEDIATION AND ARBITRATION YOU HAD AN OFFER IF YOU WANT TO MEDIATE IT OR ARBITRATE IT WHEN I SAY EARLY, I MEAN 30 TO 45 DAYS AFTER THE CASE WAS FILED NOW, THAT WAS THE YEARS WHEN I WAS THE COUNTY ADMINISTRATOR

THE EXPERIENCE THERE TAUGHT ME THAT IF YOU HAVE A COMPLEX CASE AS IT APPEARS FROM THE PLEADINGS INITIALLY FILED AND IT'S SENT TO EARLY INTERVENTION, EITHER ARBITRATION OR MEDIATION, THE ASSUMPTION IS THE FACTS ARE NOT KNOWN CLEARLY, YOU HAVEN'T DONE THE KIND OF

DISCOVERY THAT YOU WOULD NEED, THE JUDGE WOULD APPOINT THERE IS A MEDIATION GROUP IN ATLANTA THAT WAS POPULATED BY EXPERIENCED RETIRED COURT OF APPEALS JUDGES, TRIAL JUDGES, AND LAWYERS SO THEY HAD BEEN AROUND THE BLOCK, THEY UNDERSTOOD ISSUES THEY MAY NOT HAVE BEEN PROBATE LAWYERS, BUT THEY UNDERSTOOD THE COMPLEXITIES OF LITIGATION I DIGRESS

THE POINT I AM TRYING TO MAKE, JUDGE, IS IT'S NOT UNCOMMON IN MY EXPERIENCE TO BE SENT -- STRIKE THAT -- ORDERED TO MEDIATION EARLY ON IN A CASE BEFORE ALL OF THE FACTS ARE KNOWN SOME OF THOSE CASES HAVE SETTLED SOME HAVE NOT, BUT THEY DIDN'T NOT SETTLE BECAUSE WE DIDN'T ATTEMPT TO RESOLVE THE ISSUES, AND IF THEY DID SETTLE, THEY WERE SETTLED ADMITTEDLY -- AND I THINK I UNDERSTAND MRS POPE AND MR BUCHANAN'S ARGUMENT AND I JUST

RESPECTFULLY DISAGREE -- THEY WERE SETTLED WITHOUT COMPLETE INFORMATION BECAUSE, OBVIOUSLY, YOU CAN'T GET COMPLETE INFORMATION IN 45 OR 60 DAYS IN A COMPLEX ESTATE CASE YOU FILE A PETITION FOR LEAVE TO COMPROMISE THE CLAIM MOST SETTLEMENTS WERE MADE SUBJECT TO SUCH A PROPOSAL THAT WOULD HAVE TO BE PRESENTED TO A JUDGE, AND I CAN THINK OF ONE INSTANCE IN 31 YEARS WHERE THAT PROPOSAL WAS NOT APPROVED, BUT ALL OF THE OTHERS WERE

NOW, I AM SIMPLY JUST GIVING YOU THE BENEFIT OF EXPERIENCE IT DOESN'T HAVE ANY, YOU KNOW, ALL FOUR

CORNERS APPLICATION TO THE FACTS OF THIS CASE I SETTLED THE CASE ONCE INVOLVING A YOUNG HEIRESS WHO AT THE TIME I BELIEVE WAS THE YOUNGEST, RICHEST GIRL IN GEORGIA I WON'T MENTION HER NAME, BUT SHE HAD MONEY ON BOTH SIDES OF HER FAMILY, AND THERE WAS A LAWYER WHO WAS CONTESTING SOMETHING -- IT DOESN'T MATTER WHAT IT IS -- WHO TOLD ME HE WOULD FIGHT SOMETHING LIKE UNTIL HELL FREEZES OVER AND WOULD THEN SKATE ON THE ICE HE DIDN'T CARE HOW MUCH IT COST HIS POSITION WAS ABSOLUTELY DEAD WRONG IN MY OPINION WE SETTLED WITH HIM WHY? BECAUSE THE COST OF LITIGATION RELATIVE TO THE VALUE OF THE ESTATE WAS SO INSIGNIFICANT AS TO JUSTIFY HOLDING OUR NOSE AND SETTLING IT, AND I, OF COURSE, DIDN'T MAKE THAT DECISION INDEPENDENTLY I MADE MY RECOMMENDATION TO THE JUDGE OF THE COURT WHERE I HAD BEEN APPOINTED AND IT WAS APPROVED

WAS IT A MORALLY REPREHENSIBLE DECISION? YES, IN MY OPINION IT WAS, BUT IT MADE SENSE RELATIVE TO THE COMPLEXITY OF THE CASE AND THE INTENTION OF SOMEONE WHO WAS GOING TO LITIGATE THE HECK OUT OF A CASE EVEN THOUGH THERE WAS NO FACTUAL OR LEGAL BASIS THAT PERSON HAS SINCE BEEN DISBARRED I WILL POINT OUT AS A SIDE NOTE ON TOTALLY UNRELATED MATTERS

JUDGE, I THINK THAT THESE GENTLEMEN ARE MORE ELOQUENT IN EXPRESSING ALL OF THE REASONS THAT THE CASE SETTLED ON THE FACTS AND LAW, BUT IN MY GUT I JUST FEEL THIS IS THE

MOST COMPLICATED CASE I'LL EVER BE INVOLVED IN UP TO THIS POINT OR WITH THE REST OF MY CAREER, AND I THINK FROM THE EVIDENCE YOU'VE HEARD IT'S LIKELY THAT YOU CAN DEDUCE FROM THE EVIDENCE THAT IF IT DOES NOT SETTLE THE TWO YEARS OF WRANGLING IS SMALL COMPARISON TO WHAT LAYS AHEAD

THE COURT THANK YOU, SIR ANYBODY ELSE ON THIS SIDE OF THE FENCE? SUCCINCTLY, MR ~SHAHID

MR SHAHID I WILL TRY TO BE AS QUICK AS I CAN, JUDGE YOUR HONOR, I AM A LITIGATOR MY PRACTICE HAS BEEN TO LITIGATE CASES AND I AM NOT A PROBATE LAWYER I DO SOME PROBATE WORK, BUT I WILL RELATE TO THE COURT THAT THIS IS A VERY COMPLEX CASE -- PROBABLY ONE OF THE MOST COMPLEX CASES THAT I'VE DEALT WITH IN MY CLOSE TO 30 YEARS AS BEING A LICENSED LAWYER IN SOUTH CAROLINA

JUDGE, I HAVE SERVED AS AN ASSISTANT UNITED STATES

ATTORNEY IN THE CHARLESTON OFFICE AND IN MY TENURE AS SERVING AS AN ASSISTANT UNITED STATES ATTORNEY I DEALT WITH VERY COMPLICATED, FRAUD-RELATED CASES -- NOT JUST DRUG-RELATED CASES, BUT FRAUD-RELATED CASES, WHITE COLLAR CRIMES THAT ACCOMPLISHED WEEKS OF TRIAL, MONTHS OF TRIAL, MONTHS OF TRIAL LITIGATION IN A COURTROOM IT INVOLVED HEAVY DOCUMENTATION, DIFFICULT WITNESSES, A LOT AT STAKE ON BOTH SIDES FOR THE GOVERNMENT BUT ALSO ON STAKE FOR A WHITE COLLAR DEFENDANT

I WILL TELL THE COURT, JUDGE, THAT I HAVE SERVED AS A

GENERAL COUNSEL FOR THE DIOCESES OF CHARLESTON SINCE 1997 IN WHICH MY ROLE IS TO DEFEND THE CHURCH IN SEX ABUSE CASES, AND THERE IS NOTHING THAT IS MORE COMPLICATED THAN DEALING WITH ISSUES OF A MINOR WHO ALLEGES THAT HE WAS ABUSED BY A PERSON OF AUTHORITY BECAUSE TIME HAS PASSED WHEN THE INCIDENT MAY OR MAY NOT HAVE OCCURRED THEY HAVE GONE THROUGH A TERRIBLE TURMOIL IN THEIR LIFE THAT HAS DESTROYED THEIR LIVES AND THEIR FAMILY LIVES, AND BECAUSE OF THE PASSAGE OF TIME EVIDENCE GOES AWAY, MEMORIES FADE, BUT, ALSO, THE CHURCH IS ARMED WITH VERY GOOD DEFENSES, STATUTE OF LIMITATIONS, AND ALSO DEFENSES OF CHARITABLE IMMUNITY WHICH EXISTED AT THE TIME

BACK IN 2006 WE ENTERED INTO A CLASS ACTION SETTLEMENT WITH SOME VERY GOOD LAWYERS OUT OF CHARLESTON -- MR RICHTER, MR HOWARD, AND OTHER LAWYERS

INVOLVED IN THAT CASE EVEN THOUGH WE REACHED A MEDIATION AGREEMENT IN 2006 WE HAD A FINAL HEARING TO WRAP UP ALL OF THE LOOSE ENDS ON THAT CASE IN JANUARY OF 2009 IT INVOLVED OVER $12 MILLION OF CHURCH PAY-OUT AND THAT CASE -- AS I WAS LISTENING TO MR BUCHANAN AND MRS POPE TALK ABOUT YOU'VE GOT TO GET DISCOVERY AND YOU GOT TO DO THIS AND YOU GOT TO DO THAT IN PREPARATION OF TRIAL WE WERE SUCCESSFUL IN STOPPING DISCOVERY THERE WAS NO DEPOSITIONS TAKEN THERE WERE VERY FEW DOCUMENTS EXCHANGED, AND IN SPITE OF ALL THAT, IT STILL TOOK FROM

2005 WHEN THE CASE WAS SETTLED UNTIL THE FINAL HEARING OF 2009 AND WE JUST GOT AN ORDER YESTERDAY RESOLVING ALL OF THE ISSUES FROM THE HEARING IN JANUARY OF 2009

I USE THAT AS A BASIS FOR THE COURT TO CONSIDER THAT IN LITIGATION THERE IS A POINT IN TIME THAT A GOOD LITIGATOR KNOWS WHEN TO SETTLE A CASE AND HOW TO SETTLE A CASE AND TO AVOID -- AND TO AVOID LITIGATION IF YOU COMPARE THIS CASE TO WHAT I HAVE EXPERIENCED AS A FEDERAL PROSECUTOR, AS A CIVIL DEFENSE LAWYER, I CAN COMPARE IT WITH THE VOLUMES OF PAPERWORK THAT'S IN MY OFFICE AND HOW MANY FILE CABINETS IT OCCUPIES, I CAN COMPARE IT TO THE NUMBER OF WITNESSES WHO TESTIFIED, THE NUMBER OF LAWYERS WHO HAVE BEEN A REVOLVING DOOR IN AND OUT OF THIS COURTROOM REPRESENTING CERTAIN PEOPLE AT CERTAIN TIMES, THE NUMBER OF PARTIES WHO HAVE BEEN IN AND OUT OF THIS

COURTROOM THERE ARE CERTAIN WAYS TO MEASURE THE COMPLEXITY OF THIS CASE, BUT I THINK THAT THE ISSUES THAT PROFESSOR MEDLIN HAS BROUGHT UP THAT HAS BEEN ALLUDED TO IN MR SLOTCHIVER'S AFFIDAVIT PALE IN COMPARISON TO WHAT WE WOULD HAVE TO ACTUALLY LITIGATE IN THIS CASE AND WOULD PALE IN COMPARISON TO HOW COMPLEX THIS CASE WOULD BE FROM JUST THE TWO-PLUS YEARS OF WHAT WE'VE ALREADY DONE AND NOT EVEN HITTING ANY -- AS MR LEVENSON HAS SAID MANY TIMES, WE CAN'T GET TO THE MEAT AND POTATOES OF THE CASE

SO, THE COMPLEXITY OF THIS CASE, JUDGE, RANKS UP

THERE AS ONE OF THE MOST COMPLEX CASES THAT I HAVE EVER DEALT WITH AS A LITIGATOR, NOT AS FROM THE PROBATE ASPECT, BUT JUST THE COMPLEXITY OF DEALING WITH CASES THAT ARE EXTREMELY COMPLEX, DEALING WITH A LOT OF DEFENSES, A LOT OF ISSUES INVOLVED IN IT IT IS ONE OF THE MOST COMPLEX CASES THAT I'VE HAD IN ALMOST 30 YEARS OF LITIGATION

THE COURT THANK YOU MR BELL?

MR BELL YOUR HONOR, THE INTERESTING THING ABOUT THIS CASE IT'S NOT JUST THE COMPLEXITY OF THE ISSUES, BUT IT IS THE VARIETY YOU COULD TEACH AN ENTIRE LAW SCHOOL CURRICULUM FROM THE CASE YOU HAVE GOT PROBATE MATTERS YOU HAVE GOT TRUST AND ESTATE MATTERS YOU'VE GOT DOMESTIC RELATIONS YOU'VE GOT PATERNITY YOU'VE GOT CORPORATE MATTERS AS TO WHETHER OR NOT JAMES BROWN ENTERPRISES WAS PROPERLY OPERATED THEN YOU HAVE CONTRACT

ISSUES WHETHER OR NOT ASSETS WERE PASSED TO JAMES BROWN ENTERPRISES WHAT IT OWNS YOU HAVE THE CORPORATE CONTRACT ISSUES AS TO WHO OWNED THE TANGIBLE PERSONAL PROPERTY -- WAS IT PART OF THE BUSINESS OR PART OF THE HOME? THEN YOU GET TO REAL ESTATE MATTERS -- WAS THE PROPERTY CORRECTLY DEEDED? CORPORATE MATTERS -- WERE THE SHARES OF STOCK CORRECTLY CONVEYED? AND THEN YOU GET TO THE WHOLE DIFFERENT ISSUE OF BREACH OF FIDUCIARY DUTY -- THE PAST IT'S A CASE TO WHERE YOU LOOK TO THE PAST ACTIONS AND TO THE FUTURE

THE INTERESTING THING, YOUR HONOR, IF YOU WERE TO OPEN UP DISCOVERY TODAY YOU COULD EASILY HAVE IN EXCESS OF 50 DEPOSITIONS THAT WOULD BE REQUIRED TO DEVELOP THE NECESSARY TESTIMONY AS TO THOSE VARIOUS ISSUES NOW, THE ISSUES ARE NOT RELATED WE'RE TALKING ABOUT THE COMPLEXITY, BUT THE FACTS THAT ARE REQUIRED TO DEVELOP THE WILLS AND ESTATE ISSUES ARE TOTALLY DIFFERENT THAN THE ONES DEALING WITH THE CORPORATION AND ITS STRUCTURE OR THE CONTRACTURAL OWNERSHIP OF DIFFERENT ASSETS SO, EVEN IF YOU HAD ONE PERSON WHO COULD TALK ABOUT DIFFERENT THINGS, WHAT THEY TALK ABOUT ON ONE ISSUE IS TOTALLY DIFFERENT FROM OTHER ONE

NOW, THERE COULD EASILY BE IN EXCESS OF 50 DEPOSITIONS AND THERE WOULD BE A GREAT VARIETY WHEN WE WERE EARLIER TODAY HEARING THE TALK ABOUT THE MARRIAGE OF

TOMI RAE HYNIE, THERE COULD BE DEPOSITIONS ALL OVER THE COUNTRY, SOME INTERNATIONAL DEPOSITIONS ON THAT ISSUE OF HER MARRIAGE, AND THERE WOULD BE ISSUES ON OWNERSHIP WHERE YOU COULD BE GOING TO NEW YORK TO TALK TO THE EXPERTS WHO WERE THERE OR TO CALIFORNIA, AND, SO, THERE WOULD BE A GREAT DEAL OF TRAVEL

ONE OF THE PROBLEMS IS AS I COUNT THIS THERE ARE AT LEAST EIGHT DIFFERENT SIDES IN THE ISSUE -- IN THE CASE THAT HAVE TO BE COORDINATED WITH IN ORDER TO SCHEDULE DEPOSITIONS LAST YEAR OR THE YEAR BEFORE -- IT IS

ACTUALLY NOW A YEAR AND A HALF AGO -- I MADE THE EFFORT TO TAKE THE DEPOSITION OF TOMI RAE HYNIE AT THE COURT'S APPROVAL, AND YOUR HONOR IT TOOK US UPWARDS OF 90 DAYS IN ORDER TO GET A DATE THAT FIT INTO EVERYBODY'S SCHEDULE AND THEN RIGHT ON THE EVE OF IT THINGS CAME UP AND IT GOT DELAYED AND STAYED, BUT I USE THAT AS AN EXAMPLE OF THE TIME THAT IS REQUIRED TO COORDINATE EVERYBODY'S SCHEDULE AND THEN THAT HAS NOTHING TO DO WITH TRAVEL GOING OUT OF STATE AND TO OTHER PLACES

YOUR HONOR, IF WE STARTED TODAY AND WORKED VERY DILIGENTLY WE WOULD HAVE A VERY DIFFICULT TIME HAVING ALL OF THE DEPOSITIONS COMPLETED IN A YEAR'S TIME I THINK, QUITE FRANKLY, IT WOULD TAKE MORE THAN THAT, AND YOUR HONOR HAS REPEATEDLY TOLD US THAT YOU WOULD LET US TAKE THOSE OR GIVE US THE TIME REQUIRED AND I RESPECT THAT, BUT

BECAUSE OF THE NUMBER OF SIDES INVOLVED AND THE VARIETY, IF WE GOT IT DONE IN A YEAR WE WOULD HAVE BEEN VERY FORTUNATE I DON'T THINK IT WOULD HAPPEN

THEN, YOUR HONOR, WE START THE TRIAL THERE ARE JURY ISSUES, BUT THESE JURY ISSUES AREN'T RELATED YOU CAN'T -- THE CORPORATE JURY ISSUES DO NOT GO IN THE SAME TRIAL WITH THE WILL AND PROBATE ISSUES THE OWNERSHIP OF THE PROPERTY ARE DIFFERENT WE COULD VERY EASILY HAVE AT LEAST SIX DIFFERENT JURIES HAVE TO BE EMPANELED TO DECIDE THE VARIOUS ISSUES BECAUSE THESE AREN'T -- THESE AREN'T

RELATED ISSUES THEY ARE TOTALLY SEPARATE, AND IF YOU WORKED EXTREMELY HARD YOU WOULD TAKE AT LEAST A YEAR OF TRYING SIX OR SEVEN WEEK-LONG TRIALS TO GET ALL OF THOSE IN, AND, YOUR HONOR, IF WE STARTED TODAY WE WOULD BE EXTREMELY FORTUNATE IF IN THREE YEARS WE HAD IT ALL DONE, AND DURING THAT TIME THE COST -- THE COMPLEXITY OF THE COST IS ASTRONOMICAL AND AT THAT TIME WE DON'T HAVE TO WORRY ABOUT A SETTLEMENT BECAUSE THERE AIN'T NOTHING LEFT TO WORRY ABOUT AND THE CHICKEN HAS DONE BEEN PICKED CLEAN AND THERE AREN'T ANY BONES LEFT TO PASS OUT

YOU KNOW, THERE WAS TALK TODAY ABOUT THE NEED TO MEET JAMES BROWN'S DESIRES THERE AREN'T GOING TO BE ANY JAMES BROWN DESIRES IF WE GO THROUGH ALL OF THAT BECAUSE ALL OF IT WILL HAVE GONE TO THE LAWYERS, AND THOSE HORROR STORIES ABOUT HOW ESTATES GOT EATEN UP, THIS WOULD BE THE CLASSIC

EXAMPLE

YOU KNOW, JUDGE, MY FINAL THING WE'VE ALL BEEN THROUGH A LOT OF SETTLEMENTS, MEDIATIONS, AND THERE IS THIS GREAT SAYING IN THE BUSINESS WHEN BOTH SIDES LEAVE A SETTLEMENT A LITTLE UNHAPPY, IT USUALLY IS A PRETTY DARN GOOD SETTLEMENT I'M NOT HAPPY WITH EVERYTHING I WOULD CHANGE A LOT OF THINGS, BUT WHEN MR BUCHANAN GETS ON THE WITNESS STAND YESTERDAY AND SAYS HE RECOGNIZES THAT IT NEEDS TO BE A SETTLEMENT, HE JUST DOESN'T AGREE WITH EVERYTHING, WELL, LET ME TELL YOU I'VE SETTLED A LOT OF

CASES I HADN'T AGREED WITH EVERYTHING THAT HAPPENED IN JUST ABOUT ALL OF THOSE SETTLEMENTS, BUT THAT USUALLY -- WHEN THEY LEAVE AND BOTH SIDES ARE A LITTLE UNHAPPY, THAT'S WHEN THE MEDIATOR SAYS THAT'S A DARN GOOD SETTLEMENT, AND AS LONG AS THERE IS A LITTLE DISCONTENT BUT YET WE COME TOGETHER ALL SIDES REALIZING THAT NOBODY GETS IT PERFECT, THAT'S USUALLY THE BEST SETTLEMENT OF ALL THANK YOU, YOUR HONOR

THE COURT MR BAILEY, ANYTHING YOU WANT TO COMMENT ON THE COMPLEXITY OR DO YOU WANT --

MR BAILEY NOT AT THIS TIME, YOUR HONOR I WOULD PREFER TO DO IT AFTER THE --

THE COURT I AM GIVING YOU A CHANCE NOW BECAUSE THIS IS A SEPARATE ISSUE IT'S NOT A SUMMATION I AM JUST ASKING TO YOUR OPINION AS TO WHETHER OR NOT IT'S COMPLEX

IN YOUR MIND IT MAY NOT BE

MR BAILEY EXCUSE ME ONE MOMENT, YOUR HONOR

MR MEDLIN YOUR HONOR, WHILE THEY CONFER MAY I ADD ONE POSTSCRIPT TO MY COMMENTS? I FOCUSED ON THE STATE COURT ISSUES IF WE DON'T SETTLE THIS CASE, WE'VE GOT FEDERAL COURT ISSUES -- THE FEDERAL LAWSUIT THAT'S ONGOING NOW THAT MAY WELL GO AWAY WE'VE GOT FEDERAL TERMINATION RIGHT LAWSUITS THAT WE'RE GOING TO HAVE THE FIGHT AND MAYBE INTERNATIONAL COPYRIGHT LAWSUITS ABOUT WHO IS GOING TO OWN THOSE COPYRIGHTS I DIDN'T EVEN MENTION THOSE IN

MY REMARKS

THE COURT MR BAILEY, ANYTHING YOU WANT TO COMMENT ON ABOUT THE COMPLEXITY? YOU'RE GOING TO GET TO MAKE A FINAL ARGUMENT

MR BAILEY ON THE CIVIL SIDE THIS RANKS AS A VERY COMPLEX CASE FROM MY POINT OF VIEW A LOT BECAUSE OF THE CASE MANAGEMENT OF IT I DON'T MEAN TO BE CRITICAL OF THE COURT, BUT THERE ARE A LOT OF MATTERS THAT I FEEL COULD HAVE BEEN ADDRESSED EARLIER THAT WOULD HAVE MADE DECISIONS ON DOWN THE ROAD EASIER TO MAKE I AM NOT TRYING TO SAY THIS IS COURT ERROR OR ANYTHING LIKE THAT IT'S JUST THE WAY --

THE COURT YOU CAN SAY WHAT YOU WANT TO TO SAY

MR BAILEY IT IS JUST THE WAY THE CASE HAS EVOLVED AS FAR AS THE MOST COMPLEX CASES I'VE EVER BEEN INVOLVED

IN, THEY'RE NOT CIVIL CASES THEY'RE DEATH PENALTY CASES, AND TO ME ON THE CIVIL SIDE THIS WOULD PROBABLY BE THE MOST COMPLEX I HAVE BEEN INVOLVED IN ON THE CRIMINAL SIDE I HAVE BEEN INVOLVED IN FOUR DEATH PENALTY CASES SO, I UNDERSTAND FROM THE CRIMINAL ASPECT HOW COMPLICATED THOSE TYPES OF CASES ARE THAT SEEK THE DEATH PENALTY THIS CASE -- THERE IS NO QUESTION IN MY MIND THAT IT'S THE MOST COMPLICATED I HAVE EVER BEEN INVOLVED IN, BUT I DON'T THINK IT HAS PROCEEDED THE WAY THAT I WOULD HAVE ANTICIPATED IT TO PROCEED WHERE ISSUES THAT NEEDED TO BE

RESOLVED BEFORE -- NOT MAJOR, NECESSARILY, ISSUES, BUT ISSUES THAT NEEDED TO BE RESOLVED WERE NOT RESOLVED BEFORE YOU PRESSED FOR -- NOT YOU, JUDGE -- BUT PRESS FOR A SETTLEMENT AND I THINK THE CASE MANAGEMENT HAS BEEN DIFFICULT I THINK MOTIONS THAT HAVE BEEN FILED AND RESERVED FOR HEARING AT A LATER TIME, UNFORTUNATELY, I THINK THAT --

THE COURT YOU'RE TALKING ABOUT A MOTION FOR SUMMARY JUDGMENT THAT Y'ALL KEEP ALLUDING TO AND ALLUDING TO AND ALLUDING TO AND ALLUDING TO AND YOU KNOW AS WELL AS ANYBODY IN THIS COURTROOM, MR ~BAILEY, THAT OUR SUPREME COURT HAS SAID IF THERE IS A SCINTILLA OF FACTUAL DISPUTE SUMMARY JUDGMENT IS NOT PROPER, AND IF I HAVE EVER SEEN A CASE WHERE THERE IS MORE FACTS IN DISPUTE THAN THIS CASE I HAVE NEVER SEEN IT SO, I MEAN, I AM NOT PREJUDGING A

SUMMARY JUDGMENT ISSUE, BUT THERE IS JUST NO WAY THAT ANYBODY COULD EVEN THINK THAT SUMMARY JUDGMENT WOULD BE APPROPRIATE WITH ALL OF THESE FACTUAL ISSUES IN DISPUTE

I AM TRYING TO EXPEDITE WE'VE BEEN DOING IT TWO YEARS, AND I HAVE GIVEN Y'ALL HEARING AFTER HEARING AFTER HEARING I'VE INTERRUPTED MY COURT TIMES I'VE INTERRUPTED SCHEDULES, MADE COURT TIME -- MY WEEKS IN CHAMBERS JUST LIKE THIS WEEK I DON'T KNOW IF I COULD HAVE BEEN ANY MORE AVAILABLE TO YOU I'M SORRY I HAVEN'T MANAGED IT LIKE YOU WANTED ME TO MANAGE IT, BUT I AM

TRYING TO PROVIDE A HEARING TO DECIDE WHETHER OR NOT TO SETTLE IT TO SEE WHERE IT GOES IF I DECIDE THAT IT'S NOT FAIR AND REASONABLE, WE'LL TEE IT UP AND KEEP ON GOING

MR BAILEY THANK YOU, YOUR HONOR

THE COURT THANK YOU OKAY FOR MONDAY I WILL LET Y'ALL ALL KNOW THURSDAY HOW WE'RE RUNNING I CAN ONLY DO THAT

MRS POPE A NUMBER OF TIMES HAS MENTIONED THIS HOUSE SITUATION I THINK WE PROBABLY NEED TO LOOK AT IT BEFORE YOU PUT UP AN EXPERT ON THE TAX ISSUES ON THE SETTLEMENT SO, MRS POPE, I WILL HEAR THAT MOTION ON THE HOUSE MONDAY MORNING NUMBER ONE

ANYBODY GOT ANY OBJECTION TO THAT? I WOULD ENCOURAGE IF THERE IS ANY SETTLEMENT TALKS ABOUT THAT OR SALES OF IT TO TRY TO RESOLVE THAT BETWEEN NOW AND MONDAY

STATE OF SOUTH CAROLINA)
) COURT OF COMMON PLEAS
COUNTY OF AIKEN __) 08-CP-02-1647

HENRY MCMASTER,)
)
PLAINTIFF,)
)
V) TRANSCRIPT OF RECORD
)
RUSSELL BAUKNIGHT, ET AL ,)
)
DEFENDANTS)
_____)

APRIL 6, 2009
AIKEN, SOUTH CAROLINA

B E F O R E

THE HONORABLE DOYET A EARLY, III, JUDGE

A P P E A R A N C E S

LOUIS LEVENSON, ESQ
ATTORNEY FOR THE THE HEIRS

ROBERT N ROSEN, ESQ
DAVID L MICHEL, ESQ
T HEYWARD CARTER, ESQ
S ALAN MEDLIN, ESQ
ATTORNEYS FOR TOMI RAE HYNIE BROWN

ADELE J POPE, ESQ
ROBERT L BUCHANAN, JR , ESQ
SPECIAL ADMINISTRATORS/PERSONAL REPRESENTATIVES

(WHEREUPON, ON APRIL 6, 2009 THE FOLLOWING PROCEEDINGS WERE HELD)

THE COURT ALL RIGHT, MA'AM I AM READY TO HEAR YOU ON YOUR MOTION TO SELL THE HOUSE

MRS POPE YOUR HONOR, MR BAILEY WENT TO THE RESTROOM I'M SORRY

(WHEREUPON, A BREAK WAS TAKEN)

THE COURT MR BAILEY, YOU MAY PROCEED ON THE MOTION TO --

MR BELL YOUR HONOR, MAY I BE HEARD ON THIS, PLEASE?

THE COURT ON WHAT?

MR BELL ON THE MOTION TO SELL THE HOUSE

THE COURT HE HADN'T SAID ANYTHING YET

ARE YOU READY TO PROCEED, MR BAILEY?

MR BAILEY YES, SIR

THE COURT ALL RIGHT MR BELL?

MR BELL YOUR HONOR, UNDER THE TERMS OF THE SETTLEMENT AGREEMENT MY CLIENT GETS THE RIGHT TO DO DUE DILIGENCE TO MARKET ALL OF THE ASSETS THE HOUSE IS PART OF THE ASSETS THAT MY CLIENT WOULD HAVE UNDER THE PROPOSED SETTLEMENT AGREEMENT, AND, YOUR HONOR, WE OPPOSE THE

PETITION TO SELL THE HOUSE BECAUSE THAT IS ONE OF THE ASSETS CONTEMPLATED BY THE SETTLEMENT AGREEMENT IF YOUR HONOR IS TO APPROVE THE SETTLEMENT, THEN -- AND THAT'S TO

BE DONE IN THE FUTURE -- THEN THIS IS GETTING THE CART BEFORE THE HORSE AND IT IS NOT REQUIRED AND I WOULD ASK YOUR HONOR TO DELAY THEIR REQUEST TO MARKET OR SELL THE HOUSE BECAUSE THAT IS CONTRARY TO THE -- SOME OF THE TERMS OF THE SETTLEMENT AGREEMENT THAT IS CURRENTLY BEFORE YOUR HONOR AND IF THIS -- IF THE SETTLEMENT GETS APPROVED, THEN THAT BECOMES MOOT AND IT DOES NOT NEED TO GO FORWARD

THE COURT THANK YOU ANYBODY ON THIS SIDE HAVE ANY COMMENTS ON THAT?

PROFESSOR MEDLIN?

MR MEDLIN YOUR HONOR, WE AGREE WITH THAT THE SETTLEMENT AGREEMENT DEALS WITH THE HOUSE, AND IF THE SETTLEMENT AGREEMENT IS APPROVED, THEN IT BECOMES PART OF THE PACKAGE THAT -- AND IF THERE IS A PROBLEM, IT CAN BE TAKEN CARE OF SO, WE AGREE THAT IT DOES PUT THE CART BEFORE THE HORSE

MR JONES SAME, YOUR HONOR ANY ISSUES CONCERNING THE IMMEDIATE MAINTENANCE OF THE HOUSE WE CAN ADDRESS THOSE, BUT WE THINK IT'S PREMATURE TO SELL THE HOUSE

MR SHAHID SAME THING, JUDGE

THE COURT MR LEVENSON?

MR LEVENSON I AGREE, YOUR HONOR

THE COURT IS THAT EVERYBODY ON THAT SIDE OF THE AISLE?

MR BYRD?

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MR BYRD YES, SIR

THE COURT DO YOU AGREE?

MR BYRD YES, SIR, I DO

THE COURT THAT'S EVERYBODY?

MR BAILEY?

MR BAILEY JUST IN RESPONSE, YOUR HONOR, TO THAT OBJECTION, I WOULD POINT OUT TO THE COURT THAT THESE ARE NOT ASSETS THAT ARE TO BE DISTRIBUTED UNTIL THE VERY END OF THE ESTATE AND IN THE MEANTIME WE HAVE VERY, VERY SEVERE FINANCIAL PROBLEMS IN THE ESTATE THAT WE BELIEVE NEED TO BE ADDRESSED -- WHETHER OR NOT THE PARTIES ARE AWARE OF THE STATUS OF THE HOUSE, WHAT IT COSTS TO MAINTAIN THE HOUSE -- BUT WHAT WE HAVE TRIED TO DO, YOUR HONOR, IS PURSUANT TO YOUR FEBRUARY 20, 2008 ORDER WHEREIN YOU AUTHORIZED THE PR TRUSTEES TO SELL THE PERSONAL PROPERTY AND THE REAL PROPERTY, AT THIS POINT -- AND THIS WAS WHY WE ASKED FOR A CLOSED COURTROOM -- THE ESTATE IS ON THE VERGE OF BANKRUPTCY

THE COURT WELL, I DON'T SEE ANYBODY IN HERE YOU GOT ONE REPORTER BACK THERE YOU WANT IT CLOSED FOR THIS PURPOSE?

MR BAILEY YES, SIR

THE COURT ALL RIGHT ANYBODY THAT'S NOT INVOLVED IN THE LAWSUIT, PLEASE STEP OUT FOR JUST A FEW MINUTES IT WON'T BE LONG

MR LEVENSON YOUR HONOR --

THE COURT WHO IS THAT GENTLEMAN ON THE BACK ROW?

MALE SPEAKER I AM WITH THE AUGUSTA CHRONICLE

THE COURT WELL, YOU'RE NOT WITH THE LAWSUIT PLEASE STEP OUT

MR LEVENSON YOUR HONOR, THIS IS MR THOMAS, DEANNA'S HUSBAND WOULD YOU LIKE FOR HIM TO STAY OR LEAVE?

THE COURT HE'S BEEN HERE THE WHOLE TIME I HAVE NO OBJECTION

(WHEREUPON, THE FOLLOWING PROCEEDINGS WERE HELD IN A CLOSED COURTROOM)

MR BAILEY THE PR TRUSTEES HAVE ENDEAVORED TO PROTECT THE ESTATE FINANCIALLY BY UTILIZING THE FUNDS THAT WERE AVAILABLE FROM THE CHRISTIE'S SALE AND OTHER MINOR MATTERS TO PROVIDE SECURITY FOR THE HOUSE, TO PROVIDE MAINTENANCE FOR THE HOUSE, INSURANCE FOR THE HOUSE, THE UTILITIES FOR THE HOUSE THE ESTATE IS NOW IN A POSITION WHERE BY AT THE END OF THIS MONTH IF NOT SOONER WE WILL NOT BE ABLE TO INSURE THE HOUSE THERE IS NO MONEY WE WILL NOT BE ABLE TO PROVIDE SECURITY FOR THE HOUSE AS WE HAVE IN THE PAST THE PERSONAL PROPERTY OR PERSONAL

EFFECTS THAT REMAIN IN THE HOUSE CONTINUE -- THEY'LL DETERIORATE

THE HOUSE ITSELF -- THE ANNUAL COST OF MAINTAINING

SETTLEMENT GOES THROUGH IT WILL HAVE OCCURRED LONG BEFORE THAT AND THE RESPONSIBILITY FOR PROTECTING WILL BE A PART OF THE PACKAGE AND IT WILL BE IN A POSITION THAT IT CAN BE PROTECTED

I ALSO MIGHT REMIND THE COURT THAT LAST TIME WE WERE TOGETHER WHEN MR BUCHANAN WAS TESTIFYING HE SAID THAT ONE OF THE STRATEGIES OF THE TRUSTEES WAS TO KEEP THE CASH IN THE ESTATE DOWN SO THAT IT WOULD STRENGTHEN THEIR POSITION AS TO DEALING WITH THE CREDITORS, AND, YOUR HONOR, BECAUSE OF THAT EVERYTIME WE COME TO SOMETHING THERE IS A CRISIS, BUT THAT CRISIS IS IN PART A STRATEGY OF THE TRUSTEES, AND, YOUR HONOR, IF YOU MOVED -- IF THEY MOVED AHEAD WITH SELLING IT, NOTHING IS GOING TO HAPPEN WITHIN 30 OR 45 DAYS WHETHER THE CASE SETTLES OR NOT WILL HAVE OCCURRED BEFORE THAT

THE COURT MR BELL, WHAT IS IN THE AGREEMENT THAT -- YOU JUST MENTIONED THERE IS LANGUAGE IN THE AGREEMENT THAT PROTECTS THE HOUSE THAT'S PART OF THE AGREEMENT DO YOU RECALL WHAT THAT IS?

MR BELL YOUR HONOR, I DON'T KNOW THAT THE AGREEMENT SPECIFICALLY PROVIDES FOR THAT WHAT IT DOES PROVIDE FOR IS THAT MY CLIENT WILL HAVE THE RIGHT TO

MARKET ALL OF THE ASSETS THAT'S PART OF THE ASSETS
WHAT THE PROTECTION WOULD BE IN THE AGREEMENT IS THERE
WILL BE A NEW TRUSTEE -- THAT HE'LL COME IN IT WILL BE

SETTLEMENT AGREEMENT TO TAKE UP THE MATTER OF THE SALE OF
THE HOUSE I AM WILLING TO ACCEPT WHAT MR BAILEY HAS
SAID AS A PROFFER OF EVIDENCE AND NO EVIDENCE IS
NECESSARY, BUT, RESPECTFULLY, I DON'T THINK WHAT HE HAS
STATED EVEN IF TRUE WOULD CONSTITUTE ANY EXIGENT
CIRCUMSTANCES THE FACT THAT THE ROOF IS LEAKING OR THAT
THERE MAY BE ISSUES WITH REGARD MAINTENANCE OF THE HOUSE
WOULDN'T CREATE SOME RISK THAT THE SKY IS FALLING TOMORROW
OR NEXT WEEK WE EXPECT THIS WEEK OR SOONER, YOUR HONOR,
TO HAVE BEFORE THE COURT WHATEVER YOUR HONOR NEEDS TO MAKE
A DECISION ON THE MOTION TO ENFORCE THE SETTLEMENT
AGREEMENT, AND ONCE AN ORDER IS ENTERED, AGAIN, CONSISTENT
WITH WHAT MR BELL SAID THE AGREEMENT WHICH INCORPORATES
THE PLAN FOR THE HOUSE WILL EITHER BE ENDORSED OR IT
WON'T
I WOULD ALSO OBSERVE, JUDGE, THAT WE TOOK THIS UP
BRIEFLY IN SOME OF THE CROSS EXAMINATION AND I DON'T -- I
DON'T WANT TO SEEM ADVERSARIAL HERE, BUT IT IS A LITTLE
DIFFICULT TO ACCEPT THE NOTION THAT THE ESTATE IS ON THE
VERGE OF BANKRUPTCY SUCH THAT ONE OF THE PRIZED
POSSESSIONS OF THE ESTATE IS IN JEOPARDY WHEN
APPROXIMATELY $900,000 HAS COME INTO THE HANDS OF THE PR'S

AND TRUSTEES AND MORE THAN HALF OF THAT HAS GONE OUT TO PAY THEIR OWN LEGAL FEES I DON'T MEAN THAT TO SEEM TOO CRITICAL, BUT IF IT WAS ANTICIPATED THAT THIS WAS GOING TO

THIS IS ONE OF THE REASONS -- COST OF LITIGATION, COSTS OF RUNNING THE ESTATE WAS A FACTOR IN US CONSIDERING THE SETTLEMENT AND IF YOU STEP BACK AND LOOK AT THIS WHAT YOU'RE GETTING IS FROM THE CHRISTIE'S SALE AND PROPOSED SALE OF THE HOUSE THIS THING IS DISAPPEARING ONE PIECE AT THE TIME THAT'S WHAT WE'RE TRYING TO AVOID, YOUR HONOR

THE COURT MR BYRD?

MR BYRD YES, YOUR HONOR WITH THE POSITION THAT WE TOOK WITH REGARD TO THE CHRISTIE'S SALE IS THE SAME POSITION WE TAKE HERE MR DALLAS AND MR BRADLEY FEEL THAT IF WE CAN KEEP IT TOGETHER IT IS GOING TO BRING A LOT MORE MONEY FOR THAT REASON WE WOULD OPPOSE THE SALE

THE COURT THANK YOU ANYBODY ELSE?

MR BAILEY MAY I RESPOND TO THAT, YOUR HONOR?

THE COURT YOU MAY

MR BAILEY THE REASON WE'RE AT THIS POINT IS BECAUSE WE HAVE BEEN OPPOSED AT EVERY TURN BY THE SETTLING PARTIES AND EVERYONE ELSE THAT IS INVOLVED IN THIS ESTATE THE CRISIS THAT WE'RE BEING ACCUSED OF CREATING HERE IS NOT A CRISIS OF OUR MAKING IT IS A CRISIS OF THE MAKING BY THE PARTIES CONSTANTLY INTERFERING WITH OUR ABILITY TO DO WHAT OUR DUTIES OR THE DUTIES OF THE PR TRUSTEES ARE

THIS COURT GAVE US PERMISSION TO SELL THE PROPERTY
THESE PEOPLE HAVE JUMPED IN HERE, MADE ALL KINDS OF
OBJECTIONS WE ONLY TRIED TO SEEK THE COURT'S APPROVAL

BE PRESERVED, BUT IT'S ALSO -- BECAUSE OF ITS BEING AN
ICON IT ATTRACTS PEOPLE AND WHO KNOWS WHO WOULD BE
ATTRACTED IF THERE IS NO SECURITY TO PREVENT THAT SORT OF
THING AND I THINK EVERYBODY WHO KNEW JAMES BROWN KNEW HOW
SECURITY CONSCIOUS HE WAS OF HIS PROPERTY THANK YOU
THE COURT WE WILL NOW CONTINUE WITH THE TESTIMONY
ON PROVIDING OR APPROVING THE SETTLEMENT
MR BAILEY, I UNDERSTAND THAT YOU HAD SOMEONE WHO
WANT YOU WANTED TO CALL ON THE TAX EXPERTS?
MR BAILEY YES, SIR YOUR HONOR, WE UNDERSTOOD
THAT THE COURT WAS GOING TO INQUIRE OF MR ~BAUKNIGHT BASED
ON THE EARLIER LETTER THAT HE WOULD -- IF THE COURT HAD
QUESTIONS CONCERNING HIS ACTIONS AS A SPECIAL
ADMINISTRATOR, ET CETERA, AND WE WOULD REQUEST THAT THE
COURT UNDERTAKE THAT EXAMINATION FIRST SO THAT OUR EXPERT
HAS SOME IDEA OF WHAT MR ~BAUKNIGHT INTENDS TO DO
THE COURT NO, SIR I AM GOING TO GO AHEAD AND
COMPLETE THE TESTIMONY OF ALL -- EVERYBODY'S WITNESSES AND
THEN I WAS GOING TO CALL MR BAUKNIGHT AND DISCUSS WITH
HIM HIS WILLINGNESS TO SERVE, HOW HE INTENDS TO GO ABOUT
IT IF IT IS APPROVED, AS WELL AS THE DUE DILIGENCE ON THE
TAX ASPECTS BY THE SETTLING PARTIES BUT I WANT TO

COMPLETE THE TESTIMONY BEFORE I DO ALL OF THAT

MR BAILEY YES, SIR

THE COURT CALL YOUR WITNESS

MERT, GO TELL THAT REPORTER HE CAN COME BACK IN

(WHEREUPON, THE FOLLOWING PROCEEDINGS WERE HELD IN OPEN COURT)

MR BAILEY YOUR HONOR, IF IT PLEASE THE COURT WE WOULD CALL MR HARLEY RUFF, PLEASE

THE COURT COME AROUND, SIR

HARLEY RUFF, AFTER BEING DULY SWORN, TESTIFIED AS FOLLOWS

THE CLERK PLEASE HAVE A SEAT IN THE WITNESS CHAIR STATE YOUR FULL NAME FOR THE COURT AND SPELL YOUR LAST

THE WITNESS MY NAME IS HARLEY RUFF, R-U-F-F

DIRECT EXAMINATION

BY MR BAILEY

Q MR RUFF, WHERE DO YOU RESIDE?

A IN BEAUFORT, SOUTH CAROLINA

Q HOW LONG HAVE YOU RESIDED THERE?

A ABOUT 12 YEARS

Q ALL RIGHT AND ARE YOU ENGAGED IN ANY TYPE OF BUSINESS IN BEAUFORT, SOUTH CAROLINA?

A YES, SIR I AM AN ATTORNEY

Q AND HOW LONG HAVE YOU BEEN AN ATTORNEY?

A SEVENTEEN YEARS

Q AND WHERE DID YOU GO TO COLLEGE?

A WAKE FOREST UNIVERSITY

Q AND WHEN DID YOU GRADUATE FROM WAKE FOREST?

A 1988

Q ALL RIGHT AND WHAT DID YOU GET YOUR DEGREE IN?

A I MAJORED IN ENGLISH AND MINORED IN MATH

Q DID YOU CONTINUE YOUR EDUCATION AFTER GRADUATING FROM COLLEGE?

A YES, SIR

Q WHERE DID YOU GO?

A I WENT TO THE UNIVERSITY OF SOUTH CAROLINA LAW SCHOOL

Q ALL RIGHT AND WHAT YEARS WERE YOU THERE?

A FROM 1988 UNTIL 1991

Q ALL RIGHT DID YOU GRADUATE FROM UNIVERSITY OF SOUTH CAROLINA SCHOOL OF LAW?

A YES, SIR

Q WERE YOU ADMITTED TO ANY PARTICULAR STATE BARS?

A YES I WAS ADMITTED TO THE SOUTH CAROLINA BAR IN 1992 INTO THE WEST VIRGINIA BAR IN 1993

Q ALL RIGHT AND WHAT WAS YOUR IMMEDIATE EXPERIENCE AS AN ATTORNEY ONCE YOU GRADUATED FROM LAW SCHOOL AND WERE ADMITTED TO THE BAR?

A MY FIRST POSITION WAS AS AN ATTORNEY WITH THE FIRM CALLED JACKSON KELLY IN CHARLESTON, WEST VIRGINIA

THE COURT JACKSON WHAT?

THE WITNESS JACKSON KELLY

Q HOW LONG WERE YOU THERE?

A ABOUT A YEAR AND A HALF

Q WHAT TYPE OF LAW DID YOU PRACTICE THERE?

A TAX, CORPORATE LAW, TRUSTS AND ESTATES LAW

Q HAVE YOU TAKEN ANY SPECIALIZED COURSES FOR TAXES OR ANYTHING?

A YES I RELIEVED AN LLM DEGREE IN TAXATION FROM NEW YORK UNIVERSITY IN 1992

Q AND WHEN DID YOU BEGIN PRACTICING IN SOUTH CAROLINA?

A JANUARY OF 1994

Q ALL RIGHT AND HAVE YOU SOUGHT ANY TYPE OF SPECIALIZATION AS AN ATTORNEY IN SOUTH CAROLINA?

A YES

Q WHAT IS THAT?

A I AM A CERTIFIED SPECIALIST IN ESTATE PLANNING AND PROBATE LAW

Q HOW LONG HAVE YOU SO BEEN A SPECIALIST?

A JUST OVER 10 YEARS

Q ALL RIGHT AND WHAT THE IS THE PRACTICE THAT YOU ENGAGE IN ANY IN AT THE PRESENT TIME IN BEAUFORT, SOUTH CAROLINA

A OUR FIRM IS RUFF AND RUFF WE CONCENTRATE IN TRUSTS AND ESTATE LAW, ESTATE PLANNING, ESTATE TRUST

ADMINISTRATION, PROBATE LITIGATION, TAX LAW

MR BAILEY YOUR HONOR, I WOULD MOVE TO HAVE MR RUFF ADMITTED AS AN EXPERT IN THE AREA OF PROBATE LAW,

ESTATE PLANNING, ESTATE AND TRUST PLANNING ADMINISTRATION, AS WELL AS THE TAX LAW THAT IS ENCOMPASSED WITH THE ESTATE PLANNING AND PROBATE LAW

THE COURT ALL RIGHT

PROFESSOR MEDLIN, YOU WANT TO CROSS EXAMINE HIM ON HIS QUALIFICATIONS?

MR MEDLIN NO, YOUR HONOR WE HAVE NO OBJECTION

THE COURT MR JONES?

MR JONES NO OBJECTION

THE COURT MR SHAHID?

MR SHAHID NO, SIR

THE COURT MR LEVENSON?

MR LEVENSON NO, SIR

THE COURT MR BYRD?

MR BYRD NO, SIR

THE COURT MR BELL?

MR BELL NO, YOUR HONOR

THE COURT I'LL ADMIT HIM AS AN EXPERT IN THE AREAS THAT YOU'VE SAID

MR BAILEY THANK YOU, YOUR HONOR

Q HOW WERE YOU CONTACTED ABOUT BEING HERE TODAY, MR RUFF?

A ABOUT TWO TO THREE WEEKS AGO MRS POPE, ONE OF THE
PERSONAL REPRESENTATIVES, CALLED ME AND ASKED IF I WOULD
CONSIDER GETTING INVOLVED

Q ALL RIGHT AND DID SHE TELL YOU WHAT SHE WANTED YOU
TO DO?
A YES SHE WANTED ME TO ANALYZE VARIOUS DOCUMENTS
INVOLVED IN THE CASE
Q AND PRIOR TO THOSE DOCUMENTS BEING SENT TO YOU, DID
YOU, BASICALLY, GIVE HER THE TERMS OF HOW YOU WOULD HANDLE
REVIEWING THEM?
A YES, SIR WE DISCUSSED THAT
Q DID YOU DISCUSS WHETHER OR NOT THOSE DOCUMENTS MAY BE
IN YOUR OPINION FAVORABLE, UNFAVORABLE AS FAR AS WHAT SHE
MAY HAVE BELIEVED THEY STOOD FOR?
A NO, SIR SHE JUST SENT ME THE DOCUMENTS AND ASKED
FOR MY OPINION ON TWO OR THREE SEPARATE ISSUES
Q ALL RIGHT DID SHE GIVE YOU ANY INFORMATION THAT SHE
WANTED YOU TO COME TO SOME PARTICULAR CONCLUSION?
A NOT AT ALL
Q SO, WHEN YOU REVIEWED THESE DOCUMENTS IT WAS -- IN
YOUR OPINION WERE YOU DOING IT INDEPENDENTLY WITHOUT ANY
INPUT FROM MRS POPE AS FAR AS WHAT YOUR CONCLUSIONS
SHOULD BE?
A YES
Q DO YOU -- WITH RESPECT TO THE ESTATE AND THE TRUST OF

JAMES BROWN CAN YOU TELL US WHAT DOCUMENTS YOU WOULD HAVE REVIEWED THAT MRS POPE SENT TO YOU?

A YES I REVIEWED HIS LAST WILL AND TESTAMENT THAT I

BELIEVE WAS SIGNED IN 2000 I REVIEWED THE IRREVOCABLE TRUST THAT WAS ALSO CREATED IN 2000 I REVIEWED THE SETTLEMENT AGREEMENT THAT VARIOUS PARTIES ENTERED INTO I BELIEVE IN AUGUST OF 2008 I REVIEWED AN ADDENDUM TO THAT AGREEMENT WHICH WAS JUST ENTERED INTO BY VARIOUS PARTIES I BELIEVE LAST MONTH I REVIEWED A DOCUMENT ENTITLED THE JAMES BROWN LEGACY TRUST WHICH SHOWS TO HAVE BEEN DRAFTED THIS CURRENT YEAR I BELIEVE I REVIEWED A CONTRIBUTION AGREEMENT THAT APPEARED TO HAVE BEEN DRAFTED AT ABOUT THE SAME TIME I BELIEVE THAT'S ALL THE LEGAL DOCUMENTS, SIR

Q ALL RIGHT DID YOU REVIEW ANYTHING THAT DEALT WITH AMENDMENTS BY THE TRUSTEES BUCHANAN AND POPE?

A YES YES, I DID I REVIEWED AN AMENDMENT FOR PURPOSES OF QUALIFYING THE CHARITABLE TRUST

Q ALL RIGHT SO, THEN YOU HAVE REVIEWED A DOCUMENT PURPORTING TO BE THE AGREEMENT AMONG THE SUCCESSORS, IS THAT CORRECT?

A YES, BOTH THE ORIGINAL AGREEMENT AND WHAT'S CALLED THE ADDENDUM

Q SO THAT WE'RE CLEAR ON THE RECORD I AM GOING TO REFER TO THE AGREEMENT THAT WAS SIGNED AROUND MARCH 23 THAT WAS FILED MARCH 26 AS THE MARCH 26 AGREEMENT COMPRISING OF THE

FOUR DOCUMENTS THAT YOU JUST MENTIONED EARLIER WITHIN
YOUR SCOPE OF THE AREAS OF YOUR EXPERTISE HAVE YOU FORMED
ANY OPINIONS TO A REASONABLE DEGREE OF CERTAINTY ABOUT THE

FEASIBILITY OF THE MARCH 26 AGREEMENT?
A YES
THE COURT MR BAILEY, EXPLAIN THAT TO ME WHAT DO
YOU MEAN BY FEASIBILITY? FEASIBILITY AS TO WHAT?
MR BAILEY AS TO WHETHER OR NOT IT WILL WORK IN ITS
PRESENT CONDITION
THE COURT GO AHEAD
THE WITNESS YES, SIR
Q ALL RIGHT WITHIN THE SCOPE OF YOUR AREAS OF
EXPERTISE HAVE YOU FOUND OPINIONS TO A REASONABLE DEGREE
OF CERTAINTY ABOUT THE FEASIBILITY OF THE JAMES BROWN
LEGACY TRUST?
A YES
Q WITHIN THE SCOPE OF YOUR AREAS OF EXPERTISE HAVE YOU
FORMED AN OPINION TO A REASONABLE DEGREE OF CERTAINTY
ABOUT TAX IMPLICATIONS OF THE MARCH 26 AGREEMENT?
A YES
Q WITH RESPECT TO THE MARCH -- TO THE MARCH 26
AGREEMENT -- DO YOU HAVE A COPY OF THAT DOCUMENT?
A I HAVE IT IN MY FOLDER THERE I DON'T HAVE ONE UP
HERE WITH ME
MRS HAYES MAY I APPROACH, YOUR HONOR?

THE COURT YES

Q MR RUFF, DID YOU HAVE AN OPPORTUNITY TO LOOK AT A PORTION OF THE UNITED STATES ESTATE TAX RETURN FOR THE

ESTATE OF JAMES BROWN?

A YES

Q AND I AM GOING TO HAND YOU TO DOCUMENT AND ASK YOU IF YOU RECOGNIZE THE PERTINENT PARTS THAT ARE ATTACHED HERE I WILL HAND YOU THAT DOCUMENT IS THAT A COMPLETE DOCUMENT, MR RUFF?

A IT DOES NOT APPEAR TO BE A COMPLETE ESTATE TAX RETURN, NO, SIR, BUT IT IS CONSISTENT WITH WHAT I REVIEWED EARLIER

Q AND WERE YOU ADVISED OF THE CONFIDENTIALITY OF THAT DOCUMENT AS FAR AS WHAT IT COULD BE USED FOR?

A YES, SIR

Q DID YOU FEEL BASED UPON WHAT YOU NEEDED TO REVIEW IN THE ESTATE TAX RETURN THAT THOSE WERE THE MOST PERTINENT PARTS OF THE RETURN THAT YOU NEEDED TO SEE?

A YES, SIR

MR BAILEY YOUR HONOR, I'D LIKE TO HAVE THAT MARKED AS AN EXHIBIT FOR IDENTIFICATION PURPOSES ONLY

(WHEREUPON, POPE'S EXHIBIT NO 4 WAS MARKED FOR IDENTIFICATION ONLY)

MR JONES JIM, YOU GOT A COPY OF IT? EXCUSE ME, YOUR HONOR I APOLOGIZE I JUST WANT TO GET A COPY

THE COURT ALL RIGHT

MR BAILEY, MOVE ON

Q MR RUFF, DOES THE ESTATE TAX RETURN REFLECT A

DEDUCTION FOR A GIFT TO CHARITY?

A YES, SIR

Q FROM AN ESTATE TAX STANDPOINT WOULD YOU PLEASE EXPLAIN THE SIGNIFICANCE OF A GIFT TO AN ENTITY WITHIN A 501(C)(3) QUALIFICATION?

A GENERALLY SPEAKING GIFTS TO CHARITABLE ORGANIZATIONS THAT COMPLY WITH CODE SECTION 2055 OF THE INTERNAL REVENUE CODE QUALIFY FOR A COMPLETE DOLLAR-FOR-DOLLAR DEDUCTION AGAINST THE SIZE OF THE ESTATE FOR ESTATE TAX PURPOSES

Q AND ON THAT PARTICULAR DOCUMENT WHAT WOULD THAT DEDUCTION BE?

A UNDER THIS DOCUMENT THE CHARITABLE DEDUCTION IS SHOWN AS $83,369,981

Q THANK YOU WOULD YOU PLEASE TELL THE COURT WHAT THE REQUIREMENTS ARE FOR OBTAINING A CHARITABLE DEDUCTION ON AN ESTATE TAX RETURN?

A THERE ARE SEVERAL REQUIREMENTS FOR OBTAINING A CHARITABLE DEDUCTION THEY'RE ALL UNDER CODE SECTION 2055(A) THE REQUIREMENTS ARE THAT THERE BE A GIFT DISTRIBUTION OR BEQUEST DEVISED TO A QUALIFIED CHARITABLE ORGANIZATION AND THAT IT NOT BE EXCEPTED OUT FROM QUALIFICATIONS UNDER THE VARIOUS EXCEPTIONS UNDER 2055

Q DOES THE CHARITY HAVE TO EXIST AT THE TIME OF DEATH?
A I BELIEVE THE CHARITY -- IT'S POSSIBLE THAT THE
CHARITY COULD BE CREATED AT A LATER DATE, BUT I DIDN'T

LOOK INTO THAT QUESTION
Q IN ORDER FOR THE DEVISE TO QUALIFY FOR THE CHARITABLE
DEDUCTION MUST IT PASS DIRECTLY FROM IN THIS INSTANCE THE
DECEDENT'S ESTATE OR THE DECEDENT TO THE CHARITY?
A IT COULD EITHER PASS FROM THE DECEDENT'S ESTATE
DIRECTLY TO THE CHARITY OR IT COULD PASS ON A TYPE OF
QUALIFYING CHARITABLE TRUST
Q REFERRING TO THAT ESTATE TAX RETURN PORTION OF WHICH
IS IN FRONT OF YOU, CAN YOU EXPLAIN THE CALCULATIONS FOR
THE CHARITABLE DEDUCTION THAT ARE CLAIMED BY THE ESTATE OF
JAMES BROWN?
A YES THIS ESTATE TAX DEDUCTION FOLLOWS THE TERMS OF
THE WILL AND THE 2000 IRREVOCABLE TRUST WHICH STATE THAT
AN AMOUNT EQUAL TO THE GENERATION-SKIPPING TRANSFER
EXEMPTION AS I RECALL $2 MILLION HERE IS TO PASS TO A
SPECIAL EDUCATIONAL TRUST, THE VARIOUS PERSONAL EFFECTS
WERE TO BE TRANSFERRED TO FAMILY MEMBERS, AND EVERYTHING
ELSE WAS TO PASS TO A WHOLLY-CHARITABLE TRUST, AND,
THEREFORE -- THEREFORE, THE DEDUCTION LISTED IN SCHEDULE O
OF THE ESTATE TAX RETURN IS THE THE LION'S SHARE, OVER
95 PERCENT, OF THE VALUE OF THE ESTATE IS REPORTED
Q HAVE YOU READ THE 2000 LAST WILL AND TESTAMENT OF

JAMES BROWN?

A YES

Q HAVE YOU READ THE 2000 "I FEEL GOOD IRREVOCABLE

TRUST" OF JAMES BROWN?

A YES

Q WHAT DOES THE TRUST CONSIST OF? IS IT MORE THAN ONE TRUST?

A IT'S ONE IRREVOCABLE TRUST DOCUMENT, BUT I BELIEVE IT SPLITS INTO TWO SUB-TRUSTS AT THE TIME OF HIS DEATH

Q ALL RIGHT AND DO YOU -- CAN YOU TELL THE COURT HOW -- WHAT THE TWO TRUSTS ARE?

A THE ONE TRUST IS THE -- WHAT I AM CALLING THE EDUCATIONAL TRUST WHICH IS A TRUST THAT WAS CREATED FOR THE BENEFIT OF CERTAIN DECENDANTS TO PAY THEIR EDUCATIONAL COSTS AND IT WAS CAPPED AT THE AMOUNT EQUAL TO WHAT WAS THEN THE GENERATION-SKIPPING TRANSFER TAX EXEMPTION WHICH WAS THEN $2 MILLION THE "I FEEL GOOD TRUST" IS A WHOLLY-CHARITABLE TRUST THAT WAS TO RECEIVE THE BALANCE

Q NOW, CAN A CHARITABLE DEVISE BE A SPLIT-INTEREST DEVISE?

A IT CAN BE IF IT QUALIFIES

Q HOW DOES IT QUALIFY?

A WELL, IT QUALIFIES BY MEETING THE TERMS OF CODE SECTION 2055 IF IT WERE, SAY, A CHARITABLE REMAINDER ANNUITY TRUST, A CHARITABLE REMAINDER UNITRUST, PULLED

INCOME FUND -- THERE ARE VARIOUS KINDS OF SPLIT-INTEREST CHARITABLE TRUSTS THAT ARE ESTATE TAX DEDUCTIBLE UNDER CODE SECTION 2055

Q AND HOW WOULD YOU FORM A CHARITABLE ORGANIZATION OR CHARITABLE TRUST?

A WELL, IT COULD BE DRAFTED TO EITHER BE A WHOLLY-CHARITABLE TRUST OR A QUALIFYING SPLIT-INTEREST TRUST

Q ALL RIGHT WITH RESPECT TO YOUR REVIEW OF THE 2000 TRUST DID YOU REVIEW ANY AMENDMENTS THAT MAY HAVE BEEN PREPARED?

A WHICH TRUST, SIR? I'M SORRY

Q THE 2000 TRUST DID YOU REVIEW ANY AMENDMENTS THAT MAY HAVE BEEN PREPARED?

A I REVIEWED THE AMENDMENT THAT I BELIEVE MR BUCHANAN AND MRS POPE PREPARED I WANT TO SAY THAT WAS IN 2001 I'M SORRY THEY PREPARED IT AFTER MR BROWN'S DEATH

Q ALL RIGHT DID MR BROWN MAKE ANY PROVISIONS IN THOSE AMENDMENTS TO ENSURE THAT IT WAS A CHARITABLE TRUST OR MAINTAINED ITS CHARITABLE STATUS?

A THAT WAS THE THRUST OF THE AMENDMENT THAT MRS POPE AND MR BUCHANAN MADE YES

THE COURT WHAT WAS YOUR QUESTION? DID MR BROWN MAKE PROVISIONS? HOW COULD THAT BE IF IT WAS DONE AFTER HIS DEATH?

MR BAILEY I MEANT MR BUCHANAN AND MRS POPE, YOUR HONOR

THE WITNESS MR BROWN'S TRUST DID ALLOW FOR -- HE

ALLOWED IN THE ORIGINAL TRUST FOR THE FUTURE AMENDMENT INCLUDING AN AMENDMENT AFTER HIS DEATH IF SO NEEDED TO QUALIFY FOR THE CHARITABLE DEDUCTION

Q AND WOULD THAT BE CUSTOMARY FOR CHARITABLE TRUSTS?

A YES

Q ALL RIGHT YOU HAVE REVIEWED ALL OF THE DOCUMENTS THAT HAVE BEEN PRESENTED TO THE COURT FOR APPROVAL OF THE SETTLEMENT, IS THAT CORRECT?

A YES, SIR, THE ONES THAT I MENTIONED EARLIER

Q NOW, IF A SETTLEMENT IS TO BE REACHED IN THE CASE WHAT WOULD THE PARTIES NEED TO DO TO PRESERVE THE CHARITABLE DEDUCTION?

A WELL, THEY WOULD NEED TO ENSURE THAT THE PIECE OF THE ESTATE THAT ULTIMATELY WILL PASS TO CHARITY WILL QUALIFY FOR A CHARITABLE TAX DEDUCTION UNDER CODE SECTION 2055 I AM HIGHLY CONCERNED AND CONVINCED, IN FACT, THAT THE SETTLEMENT AS PRESENTLY SET UP DOES NOT SO QUALIFY FOR ANY CHARITABLE TAX DEDUCTION UNDER CODE SECTION 2055

Q AND CAN YOU --

THE COURT WHY IS THAT? HOLD ON WHY IS THAT?

THE WITNESS BECAUSE IT'S CODE SECTION --

THE COURT LET ME MAKE SURE I UNDERSTAND YOUR

OPINION AS TO THE SETTLEMENT AGREEMENT THAT'S BEING PROPOSED TO THE COURT YOU ARE OF THE OPINION THAT THE PORTION GOING FOR THE NEEDY CHILDREN, I E , THAT TRUST,

WOULD NOT QUALIFY?

THE WITNESS YES, SIR I AM OF THAT OPINION

THE COURT TELL ME WHY

THE WITNESS CODE SECTION 2055(E)(2) OF THE INTERNAL REVENUE CODE DISQUALIFIES A CHARITABLE GIFT FOR A CHARITABLE ESTATE TAX DEDUCTIONS WHERE AN INTEREST OTHER THAN AN UNDIVIDED PORTION OF A FUTURE INTEREST PASSES BOTH TO CHARITABLE CONCERNS AND NON-CHARITABLE CONCERNS UNLESS THE TRUST -- UNLESS THE SPLIT-INTEREST TRUST IS SET UP AS A QUALIFYING CHARITABLE REMAINDER ANNUITY TRUST, CHARITABLE REMAINDER UNITRUST, PULLED INCOME FUND, OR IS A GUARANTEED ANNUITY OR A FIXED PERCENTAGE PAYABLE YEARLY THAT'S FURTHER SUBSTANTIATED BY THE GALLOWAY CASE WHICH WAS ISSUED BY THE THIRD CIRCUIT FEDERAL COURT OF APPEALS IN 2007

THE COURT WHAT IS THE NAME OF THAT CASE?

THE WITNESS GALLOWAY, G-A-L-L-O-W-A-Y IT IS A THIRD CIRCUIT CASE FROM JUNE OF 2007 I DO HAVE A COPY OF IT HERE WHERE THE FACTS ARE VERY CLOSE IF NOT ON POINT WITH THE FACTS IN PLACE HERE THE THIRD CIRCUIT RULED THAT UNDER THOSE FACTS THAT THE CHARITABLE DEDUCTION WAS DISALLOWED UNDER 2055(E)(2) COMPLETELY

Q IS THIS PROVISION -- DIRECT PASS PROVISION INCLUDED
IN THE MARCH 26 AGREEMENT?
A PARDON ME? I AM NOT SURE THAT I UNDERSTAND YOUR

QUESTION
Q IS THE DIRECT PASS FROM THE ESTATE TO THE CHARITY --
IS THAT PROVIDED FOR THIS THIS AGREEMENT -- THIS PROPOSED
SETTLEMENT AGREEMENT?
A YEA, WELL, THE AGREEMENT -- THE DOCUMENTS TOGETHER
UNDER THE MARCH AGREEMENT LEAVE EVERYTHING TO WHAT'S
CALLED THE JAMES BROWN LEGACY TRUST OF WHICH THE CHARITY
HAS SOME PERCENTAGE INTEREST IN
Q SO, IT DOESN'T PASS DIRECTLY TO THE TRUST ITSELF --
THE JAMES BROWN 2000 IRREVOCABLE TRUST IT GOES INTO THE
JAMES BROWN LEGACY TRUST?
A IT GOES INTO THE JAMES BROWN LEGACY TRUST AND THEN
THE DOCUMENTS TO ME APPEAR TO CONFLICT BECAUSE THE JAMES
BROWN LEGACY TRUST ITSELF PURPORTS TO GIVE A CERTAIN
DISTRIBUTION TO THE 2000 TRUST ANOTHER DOCUMENT -- I
BELIEVE THE ADDENDUM -- MAKES REFERENCE TO THE ATTORNEY
GENERAL CREATING A TRUST THAT WILL BE SUBSTANTIALLY
SIMILAR TO THAT 2000 TRUST
Q IS THE LEGACY TRUST ALSO WITHIN THE CONFINES OF THE
DEFINITIONS USED IN THOSE MARCH 26 DOCUMENTS, THE
SETTLEMENT ENTITY?
A IT APPEARS TO BE, YES, SIR

Q SO, IF I AM CORRECT IN UNDERSTANDING YOUR TESTIMONY
UNDER THE SETTLEMENT AGREEMENT --
THE COURT LET ME ASK IT LIKE THIS UNDER THE

SETTLEMENT AGREEMENT THE PORTION GOING TO, FOR LACK OF
BETTER TERM, THE AG TO BE ADMINISTERED UNDER THE TRUST FOR
THE NEEDY CHILDREN YOU ARE OF THE OPINION THAT IT DOES NOT
QUALIFY FOR THE CHARITABLE DEDUCTION?
THE WITNESS YES, YOUR HONOR
THE COURT AND, OBVIOUSLY, THAT WOULD CREATE
ADDITIONAL TAXES TO THE ESTATE?
THE WITNESS YES, YOUR HONOR, TREMENDOUS ADDITIONAL
TAXES
Q ARE THERE ANY OTHER PROBLEMS WITH THE FORM OF THE
LEGACY TRUST OR THE RIGHT OF FIRST REFUSAL THAT IT
CONTAINS OR THAT IS CONTAINED WITH THE DOCUMENTS?
A THE RIGHT OF FIRST REFUSAL IN MY VIEW IF EXERCISED
UPON WOULD CONSTITUTE SELF-DEALING UNDER INTERNAL REVENUE
CODE SECTION 4941 I DON'T BELIEVE THAT PROBLEM IS
AVOIDED BY HAVING THE SELF-DEALING OCCUR WITH THE LEGACY
TRUST AS OPPOSED TO THE CHARITABLE TRUST BECAUSE OF THE
APPLICATION OF CODE SECTION 4947 WHICH APPLIES THE SAME
SELF-DEALING TAXES AND EXCESS BUSINESS HOLDING RULES, ET
CETERA, TO SPLIT INTEREST TRUSTS LIKE THE LEGACY TRUST
Q WHAT THEN WOULD BE THE EFFECT OF PROVISION FOR THE
RIGHT OF FIRST REFUSAL IN YOUR OPINION?

A WELL, THERE COULD BE SEVERAL EFFECTS FIRST, A
PRIVATE FOUNDATION MUST AS A GOVERNING INSTRUMENT
REQUIREMENT PROHIBIT ANY POSSIBILITY OF SELF-DEALING SO

I HAVE GRAVE CONCERNS ABOUT THE ABILITY OF THE CHARITABLE
TRUST TO QUALIFY FOR EXEMPT STATUS IN THE FIRST PLACE
EVEN IF IT WERE TO SO QUALIFY, AN ACT OF SELF-DEALING
WOULD SUBJECT EITHER THE CHARITABLE TRUST OR THE JAMES
BROWN LEGACY TRUST TO SELF-DEALING TAXES UNDER CODE
SECTION 4941 AND OR 4947
Q ALL RIGHT I'D LIKE TO CALL YOUR ATTENTION TO
ANOTHER ASPECT OF THE AGREEMENT AND THAT IS THE MARITAL
DEDUCTION ISSUE
A OKAY
Q THE AGREEMENT MUST BE AMONG THE COMPETENT SUCCESSORS
OF JAMES BROWN EITHER BY WILL OR BY INTESTATE SUCCESSION,
IS THAT CORRECT?
A WELL --
Q UNDER SECTION 62-3-912?
A WELL, THERE ARE TWO STATUTES IN A CASE LIKE THAT
THERE IS THE SETTLEMENT STATUTE UNDER 3-912 AND THEN THERE
IS A SLIGHTLY DIFFERENT STATUTE UNDER 3-1101 AND 1102, BUT
3-912, YOU'RE RIGHT IT IS AMONG COMPETENT SUCCESSORS
Q UNDER THAT DOCUMENT WHAT IS THE EFFECT OF -- IN YOUR
OPINION THROUGH A REASONABLE DEGREE OF CERTAINTY BASED ON
YOUR EXPERTISE IN THE FIELDS THAT YOU'VE BEEN QUALIFIED

23 FOR WHAT IS THE EFFECT ON THE IRS OF THE PARTIES'
24 AGREEMENT THAT TOMI RAE BROWN WOULD BE AMONGST THEM THE
25 WIFE OF OR SPOUSE OF JAMES BROWN? IS THAT BINDING ON THE

1 IRS?
2 A NO, SIR THAT CONSTITUTES ONE OF A FEW FACTORS
3 INVOLVED IN DETERMINING THE QUALIFICATION FOR THE MARITAL
4 ESTATE TAX DEDUCTION
5 THE COURT WELL, IF IT'S NOT BINDING ON THE IRS,
6 WHAT DOES THE IRS LOOK TO TO DETERMINE WHETHER OR NOT SHE
7 IS OR THERE IS AN ISSUE AS TO WHETHER OR NOT SHE'S THE
8 WIFE?
9 THE WITNESS THERE ARE FOUR FACTORS THAT HAVE TO
10 BE -- FOUR HURDLES, IF YOU WILL, THAT HAVE TO BE OVERCOME
11 TO OBTAIN THE MARITAL DEDUCTION UNDER CIRCUMSTANCES LIKE
12 THIS FIRST, THERE HAS TO BE A CONTROVERSY
13 THE COURT HOLD ON A CONTROVERSY?
14 THE WITNESS YES, SIR
15 THE COURT WHAT ELSE?
16 THE WITNESS SECOND, IN THE CASE OF A SETTLEMENT,
17 THE SETTLEMENT HAS TO BE IN GOOD FAITH
18 THE COURT GOOD FAITH SETTLEMENT
19 THE WITNESS THE SETTLEMENT HAS TO BE BASED ON
20 ENFORCEABLE RIGHTS AND THE SETTLEMENT MUST BE UNDER --
21 THE FOURTH IS THE SETTLEMENT MUST BE UNDER STATE LAW
22 PROPERLY INTERPRETED THOSE ARE THE FACTORS ESPOUSED IN A

NUMBER OF CASES, THE MOST FAMOUS PROBABLY OF WHICH IS THE AMENSON CASE WHICH WAS HANDED DOWN IN 1981

THE COURT WHAT WAS THAT FOURTH? UNDER STATE LAW IT

HAD TO DO WHAT?

THE WITNESS THE FOURTH ONE IS UNDER -- THE FOURTH IS THAT THE SETTLEMENT IS UNDER STATE LAW PROPERLY INTERPRETED

Q LET ME ASK -- MAY I PROCEED, YOUR HONOR?

THE COURT YOU MAY

Q UNDER ITEM FOUR THAT YOU JUST MENTIONED WHEN YOU SAY THAT UNDER STATE LAW IT MUST BE PROPERLY INTERPRETED TO MAKE HER THE SPOUSE, WHO CAN -- WHAT DOES THE IRS REQUIRE FROM THAT STANDPOINT IN TERMS OF A RULING THAT SHE MAY OR MAY NOT BE A SPOUSE?

A WELL, THE IRS DOESN'T NECESSARILY REQUIRE A COURT RULING, BUT THE IRS WILL MAKE ITS OWN INQUIRY FOR EXAMPLE, A TRIAL COURT INQUIRY AND A TRIAL COURT DETERMINATION ON THOSE FACTORS WOULD NOT BE BINDING ON THE IRS THE IRS WOULD MAKE ITS OWN INQUIRY

Q BUT IS THERE ANY COURT IN THE STATE OF SOUTH CAROLINA THAT THE IRS WOULD GIVE DEFERENCE TO?

A THE STATE SUPREME COURT

Q SO IF THE STATE SUPREME COURT RULES THAT MS BROWN IS, IN FACT, THE WIFE OF JAMES BROWN, THEN THE IRS WOULD RECOGNIZE THAT, IS THAT CORRECT?

A I BELIEVE SO, YES

Q HAVE YOU SEEN ANY DOCUMENTS OR HAS ANYONE PRESENTED

YOU ANY DOCUMENTS THAT WOULD LEAD YOU TO BELIEVE THAT

THESE TAX QUESTIONS HAVE BEEN PRESENTED TO THE IRS FOR --

ON INQUIRY AS TO WHAT THE IRS'S POSITION MIGHT BE?

A NO, SIR

Q IS THERE A WAY TO DO THAT?

A YES ONE COULD REQUEST WHAT'S CALLED A PRIVATE

LETTER RULING

Q WHAT DOES THAT INVOLVE, MR RUFF?

A A PRIVATE LETTER RULING IS A WRITTEN REQUEST BY A

TAXPAYER SUCH AS THE ESTATE IN THIS CASE TO PROPOSE A

COURSE OF ACTION AND TO REQUEST AN ADVANCED IRS RULING

BEFORE THE TRANSACTION IS CLOSED UPON REGARDING THE TAX

CONSEQUENCES OF THOSE TRANSACTIONS

Q WOULD YOU RECOMMEND A PRIVATE LETTER RULING ON ANY OF

THE ISSUES IN THIS CASE?

A ABSOLUTELY AND IN ALL OF THEM BOTH OF THEM, I

SHOULD SAY

Q COULD YOU BRIEFLY REITERATE WHICH ISSUES YOU BELIEVE

WOULD REQUIRE A PRIVATE LETTER RULING?

A IF THE TRANSACTION WERE TO GO FORWARD IN ITS CURRENT

FORM I WOULD WANT A PRIVATE LETTER RULING ON THE

CHARITABLE DEDUCTION UNDER CODE SECTION 2055 AND PRIVATE

LETTER RULING THAT THE CHARITABLE DEDUCTION IS NOT

DISALLOWED BY VIRTUE OF CODE SECTION 2055(E)(2), THE CASES THEREUNDER AND THE GALLOWAY CASE

SECOND, I WANT A PRIVATE LETTER RULING REGARDING THE

QUALIFICATION FOR THE MARITAL DEDUCTION IF WE COULD GET THAT, AND I WOULD ALSO ASK FOR A PRIVATE LETTER RULING REGARDING THE SELF-DEALING AND OTHER ASPECTS OF THE RIGHT OF FIRST REFUSAL THAT YOU MENTIONED, MR BAILEY

Q OKAY CAN YOU GIVE THE COURT SOME IDEA OF HOW LONG IT WOULD TAKE TO SECURE A PRIVATE LETTER RULING FROM THE IRS?

A IT'S A LITTLE HARD TO SAY SOMETIMES THEY CAN BE SECURED WITHIN, GOSH, A MONTH OR TWO SOMETIMES THEY TAKE FAR LONGER THAN THAT

Q NOW, I'D LIKE TO GO BACK TO THE DOCUMENT REFERRED TO AS THE MARCH 26 SETTLEMENT DOCUMENT AND --

A OKAY

Q -- ASK YOU WHETHER OR NOT MR BUCHANAN AND MRS POPE AS TRUSTEES, ARE THEY PARTIES TO THIS AGREEMENT?

A NO, SIR

Q DO YOU HAVE AN OPINION --

THE COURT MR BAILEY, I DON'T THINK I AM GOING TO LET HIM GET INTO TELLING ME WHAT THE LAW IS NOW I HAD THIS ISSUE COME UP IN A NUMBER OF CASES THEY EVEN BROUGHT IN JUSTICE LITTLEJOHN TO TELL ME WHAT CONTRACT LAW MEANT THERE ARE JUST A WEALTH OF CASES OUT THERE THAT

DISALLOW AN EXPERT TELLING A COURT WHAT THE LAW IS SO, I AM NOT GOING TO ALLOW THAT AREA TO BE EXPLORED

MR BAILEY I'D LIE TRY TO FOLLOW IT UP, JUDGE --

NOT THE SAME QUESTION, BUT IS IN YOUR OPINION THE SETTLEMENT AGREEMENT BINDING WITHOUT THE CONSENT OF THE TRUSTEES?

THE WITNESS IN MY OPINION, NO, SIR

MR BAILEY ONE MOMENT, YOUR HONOR THANK YOU, YOUR HONOR

THE COURT ALL RIGHT LET'S TAKE ABOUT A FIVE-MINUTE BREAK YOU CAN STEP DOWN AND GO TO THE RESTROOM DON'T DISCUSS YOUR TESTIMONY WITH ANYBODY

(WHEREUPON, A BREAK WAS TAKEN)

CROSS-EXAMINATION

BY MR MEDLIN

Q GOOD MORNING, MR RUFF

A GOOD MORNING

Q WHEN YOU FORMED YOUR CONCLUSIONS YOU ASSUMED THAT THE 2000 WILL AND THE 2000 TRUST WERE VALID, IS THAT CORRECT?

A NO, SIR I LOOKED AT THOSE DOCUMENTS ALONG WITH THE LEGACY TRUST AND THE OTHER SETTLEMENT DOCUMENTS, BUT I DIDN'T NECESSARILY PRESUME THAT ANY OR VALID OR INVALID

Q WOULD THERE BE A DIFFERENT CONCLUSION IF, FOR EXAMPLE, THE WILL AND THE TRUST WEREN'T VALID?

A I DON'T BELIEVE SO ON THE CHARITABLE DEDUCTION

ISSUE MY CONCLUSION IS REACH BASED ON THE TERMS OF THE
SETTLEMENT THAT HAS BEEN -- THAT HAS BEEN PRESENTED TO ME
Q MR RUFF -- EXCUSE ME WERE YOU FINISHED?

A GO AHEAD I'M SORRY
Q MR RUFF, IF THERE IS NO TRUST, HOW DOES THE CHARITY
GET ANY ASSETS TO CREATE A CHARITABLE DEDUCTION?
A ASSETS COULD BE GIVEN DIRECTLY TO THE CHARITY OR
ASSETS COULD BE GIVEN TO CHARITY IN A WAY THAT QUALIFIES
IN SOME KIND OF SPLIT INTEREST TRUST THAT DOES QUALIFY FOR
THE DEDUCTION
Q LET ME ASK THAT A LITTLE DIFFERENTLY, MR RUFF
ASSUME MR BROWN DIED INTESTATE
A OKAY
Q WOULD THE CHARITY RECEIVE ANYTHING FROM HIS ESTATE?
A NO, SIR
Q AGAIN, ASSUMING THAT THE 2000 TRUST IS ALSO INVALID
A I UNDERSTAND NOW
Q SO THERE WOULD BE NO CHARITABLE DEDUCTION?
A THAT'S CORRECT
Q WHEN YOU LOOKED AT THE ESTATE TAX RETURN DID YOU NOTE
ANYWHERE ON THOSE FOUR PAGES THAT THERE IS A PRIVATE
FOUNDATION?
A FROM THE ESTATE TAX RETURN, NO
Q YES, SIR HOW DID YOU KNOW THAT?
A BECAUSE I LOOKED AT THE WILL AND THE 2000 TRUST

Q OKAY AND YOU LOOKED AT THE FORM 1023 REQUEST --

A NO

Q -- AS WELL? YOU HAVE NOT SEEN THAT?

A NO, I HAVE NOT

Q BUT YOU'VE SEEN THE AMENDMENTS TO THE TRUST?

A I SAW THE ONE AMENDMENT THAT MR BUCHANAN AND MRS POPE --

Q SO, YOU ASSUME PRIVATE FOUNDATION FROM THAT?

A YES

Q DID YOU NOTICE A PROVISION IN THE TRUST THAT PROVIDED FOR THE TRUSTEES HAVING THE AUTHORITY TO EXPEND UP TO 50 PERCENT OF THE GROSS INCOME FOR MANAGEMENT FEES?

A IN THE 2000 TRUST?

Q YES

A I DIDN'T NOTICE THAT, BUT I AM NOT SAYING IT'S NOT THERE I COULD LOOK AT IT, BUT I DIDN'T NOTICE THAT SPECIFICALLY, NO, SIR

Q ALL RIGHT IF THAT WERE THE CASE, IF THERE WERE SUCH A PROVISION WHAT DOES THAT DO TO YOUR CONCERN ABOUT THE CHARITABLE DEDUCTION?

A IF THE TRUST -- I JUST WANT TO MAKE SURE I UNDERSTAND YOUR QUESTION, PROFESSOR MEDLIN IF THE TRUST, THE 2000 TRUST, HAD A PROVISION THAT ALLOWED THE TRUSTEES TO DO WHAT, SPEND?

Q TO TAKE UP TO 50 PERCENT OF THE GROSS INCOME ANNUALLY

FOR MANAGEMENT EXPENSES

A WELL, I SUPPOSE THE IRS COULD LEGITIMATELY QUESTION THE QUALIFICATION OF THAT FOR A CHARITABLE DEDUCTION

Q HAVE YOU EVER IN YOUR EXPERIENCE SEEN SUCH A PROVISION IN A CHARITABLE TRUST?

A I DON'T BELIEVE SO, SIR

Q IF --

THE COURT WELL, LET'S ASSUME THAT THE TRUST HAD THAT PROVISION IN IT AND IT WENT TO THE IRS WHAT IN YOUR OPINION EFFECT, IF ANY, WOULD THAT TYPE OF PROVISION HAVE ON THE CHARITABLE DEDUCTION? ASSUME THAT THE TRUSTEES WERE ABLE TO CHARGE THE TRUST UP TO 50 PERCENT OF THE GROSS INCOME OR GROSS ASSETS OR GROSS PROCEEDS

THE WITNESS WITHOUT ANY REQUIREMENT OF REASONABLENESS?

THE COURT JUST 50 PERCENT

THE WITNESS I SUPPOSE THAT THAT -- THAT WOULD BE -- THAT WOULD TROUBLE THE IRS, I THINK

THE COURT DOES IT TROUBLE YOU?

THE WITNESS YES

THE COURT WHY?

THE WITNESS IF THE TRUSTEES CAN SPEND ALL THAT MONEY BECAUSE THEN THE WHOLE QUALIFICATION OF THE TRUST AS EXISTING COMPLETELY AND EXCLUSIVELY FOR CHARITABLE PURPOSES COULD BE QUESTIONED I AM NOT SAYING IT WOULD BE

23 FATAL, BUT IT COULD BE QUESTIONED IT WOULD BE AN ISSUE
24 Q ARE YOU AWARE THAT MRS POPE AND MR BUCHANAN AS
25 FIDUCIARIES HAVE SUED THEIR PREDECESSORS FOR AMONG OTHER

1 THINGS UNDULY INFLUENCING MR BROWN DURING HIS LIFETIME?
2 A I WAS AWARE THAT THE LAWSUIT HAD BEEN FILED AGAINST
3 THEM I DID NOT KNOW THAT THAT WAS A CAUSE OR A REASON
4 FOR THE LAWSUIT
5 Q AND ASSUMING THEY WOULD NOT FILE A LAWSUIT THAT WAS
6 NOT BASED ON GOOD FAITH, THEN THEY WOULD HAVE REASON TO
7 MAKE THOSE ALLEGATIONS IN A LAWSUIT?
8 A IF IT'S TRUE THAT THEY MADE THEM, I SUPPOSE SO
9 Q IF THE SETTLING PARTIES WERE CONCERNED ABOUT THE
10 VALIDITY OF THE THE WILL AND THE TRUST SUCH THAT THEY WERE
11 CONCERNED THAT THE SAME THREE MEN UNDULY INFLUENCED
12 MR BROWN AS TO HIS WILL AND TRUST, WOULD THE 50 PERCENT
13 MANAGEMENT FEE GIVE THEM REASON TO SUSPECT THE POSSIBILITY
14 OF UNDUE INFLUENCE?
15 A SIR, I DON'T KNOW IF I CAN GET YOU GET INTO THEIR
16 MIND AND TELL YOU WHAT THEY WOULD THINK
17 Q BUT YOU'VE NEVER HAD A CLIENT WITH CHARITABLE
18 INTENTIONS INCLUDE SUCH A PROVISION IN A CHARITABLE TRUST
19 THAT YOU CAN RECALL?
20 A NO, SIR
21 Q MR RUFF, WHEN YOU LOOKED AT THE ESTATE TAX RETURN
22 YOU ASSUMED THE VALUATION WAS ACCURATE, IS THAT CORRECT?

23 A I DID AND I DIDN'T DEEM THE VALUATION IMPORTANT FOR
24 PURPOSES OF MY ANALYSIS
25 Q WELL, WOULDN'T THAT BE IMPORTANT TO YOUR ANALYSIS IF

1 THERE WERE A CONCERN ABOUT THE TOTAL NUMBER OF DOLLARS
2 THAT MIGHT BE DISSIPATED IN CASE THE CHARITABLE DEDUCTION
3 WEREN'T ALLOWED -- THE MORE OF THE ESTATE, THE MORE THE
4 DISSIPATION?
5 A CLEARLY, THE LARGER THE ESTATE IS, THE LARGER AN
6 ISSUE THE LOSS OF THE CHARITABLE DEDUCTION BECOMES YES,
7 I AGREE WITH THAT
8 Q HAVE YOU EVER IN YOUR EXPERIENCE SUPERVISED THE
9 EXECUTION OF AN INVENTORY AND APPRAISEMENT THAT WAS BASED
10 SOLELY ON A PUTATIVE OFFER TO PURCHASE THE ENTIRE ESTATE?
11 A I HAVE SEEN INVENTORIES AND APPRAISEMENT THAT HAVE
12 BEEN BASED ON THIRD PARTIES' OFFERS FOR PROPERTY, YES
13 Q BUT THE ENTIRE ESTATE?
14 A SIR, I MAY HAVE REPRESENTED SOME SMALLER ESTATES
15 WHERE THE ESTATE CONSISTED OF ONE PIECE OF PROPERTY AND
16 THE INVENTORY AND APPRAISEMENT WAS BASED ON THE OFFER THAT
17 WAS OBTAINED AS OPPOSED TO GOING OUT AND HIRING AN
18 APPRAISER, BUT, SO, YES, BUT I MEAN THOSE ESTATES WERE A
19 DIFFERENT SCOPE THAN THIS ONE
20 Q BUT NOT A COMPLEX ESTATE OR A COMPLICATED ESTATE SUCH
21 AS THIS ONE?
22 A CORRECT

Q IN FACT, WOULDN'T THE NORMAL COURSE OF BUSINESS BE TO GO OUT AND GET APPRAISALS FOR THE VARIOUS ITEMS SO THAT WE COULD DETERMINE THE SEPARATE VALUES OF THE ITEMS IN

INVENTORY AND APPRAISEMENT?

A YES THAT WOULD BE THE NORMAL APPROACH

Q RIGHT AND HAVE YOU EVER SUPERVISED THE PREPARATION OF AN ESTATE TAX RETURN -- A 706 -- THAT SIMPLY ACCEPTED SUCH A EVALUATION OF AN INVENTORY AND APPRAISEMENT BASED ONLY ON A PUTATIVE OFFER TO PURCHASE THE ESTATE?

A I ACTUALLY THINK I HAVE FILED A COUPLE OF 706'S WHERE VALUATION POSITION WAS TAKEN PREDOMINANTLY, IF NOT EXCLUSIVELY, ON THE STRENGTH OF A THIRD PARTY OFFER

Q BUT, AGAIN, IN A COMPLEX, COMPLICATED ESTATE SUCH AS THIS?

A I DON'T THINK SO

Q AND ARE YOU FAMILIAR WITH THE FEDERAL COPYRIGHT TERMINATION RIGHTS AND HOW THEY OPERATE?

A I'M NOT, SIR

Q ALL RIGHT DO YOU KNOW IF THOSE RIGHTS BELONG IN THE CALCULATION OF A TAXABLE ESTATE?

A THAT, AGAIN, WASN'T RELEVANT TO MY ANALYSIS SO I DON'T KNOW THE ANSWER TO THAT

Q WELL, WOULD IT BE RELEVANT TO YOUR ANALYSIS IN DETERMINING THE OVERALL VALUE AND THE IMPACT ON THE ESTATE TAX IF TERMINATION RIGHTS WERE INCLUDED IN THE TAXABLE

ESTATE?

A I SUPPOSE IT WOULD BE

Q AND IF THEY SHOULD NOT HAVE BEEN, THAT WOULD IMPACT

THE OVERALL VALUE OF THE ESTATE, IS THAT CORRECT?

A I AGREE WITH THAT, YES

Q ARE YOU AWARE THAT MRS POPE AND MR BUCHANAN FILED AN AFFIDAVIT FRIDAY WHICH INCLUDED AS AN EXHIBIT AN ARTICLE ABOUT SUPERMAN'S COPYRIGHTS -- THE CREATOR OF SUPERMAN AND HIS COPYRIGHTS?

A I WAS NOT AWARE THAT THEY FILED THAT, NO, SIR

Q SO, YOU'RE NOT AWARE THAT THAT ARTICLE SAYS THAT TERMINATION RIGHTS ARE IMMENSELY VALUABLE?

A I AM NOT AWARE OF THAT ARTICLE SAYING THAT

Q AND YOU'RE NOT AWARE THAT THAT ARTICLE SAYS THAT THE STATUTORY HEIRS UNDER THE FEDERAL COPYRIGHT LAW ARE ENTITLED TO THE TERMINATION RIGHTS UNDER FEDERAL COPYRIGHT LAW?

A I AM NOT SO AWARE

Q EVEN THOUGH THE CREATOR OF SUPERMAN TRIED TO WILL THOSE RIGHTS AWAY?

MR BAILEY YOUR HONOR, I AM GOING TO OBJECT HE HAS ALREADY INDICATED HE HASN'T READ ANY OF THIS THIS IS ALL KIND OF SPECULATIVE HE HASN'T READ THE AFFIDAVIT HE DOESN'T KNOW

THE COURT WELL, UNDER THE RULES HE CAN CROSS

EXAMINE ON ANY RELEVANT SUBJECTS AND COPYRIGHT LAWS HAVE BEEN RELEVANT HE SAID HE DOESN'T KNOW ANYTHING ABOUT IT SO, I DON'T KNOW WHERE YOU'RE GOING WITH IT

MR MEDLIN I'M THROUGH WITH THAT LINE, YOUR HONOR

THE WITNESS I DON'T KNOW ANYTHING ABOUT IT

Q MR RUFF, DOESN'T SECTION 2055 SPECIFICALLY CONSIDER THE POSSIBILITY OF A SETTLEMENT?

A I DON'T KNOW THAT THE CODE SECTION 2055 SPECIFICALLY OUTLINES IT, BUT THERE ARE VARIOUS CASES AND IRS PRIVATE LETTER RULINGS THAT HAVE HONORED CHARITABLE DEDUCTIONS THROUGH SETTLEMENTS

Q BUT YOU'RE NOT AWARE THAT THE CODE SECTION OR THE REGS SPECIFICALLY DISCUSSED THE POSSIBILITY OF A SETTLEMENT?

A OH, THE REGULATIONS DO

Q SORRY I DIDN'T ASK THE QUESTION --

A THAT'S OKAY I'M SORRY

Q -- AS CLEARLY AS YOU MAY HAVE WANTED TO HEAR IT

THE COURT WHAT DO THEY SAY ABOUT SETTLEMENTS?

THE WITNESS THERE IS A SPECIFIC REGULATION -- I WANT TO SAY IT'S 2055-6-2(D) THAT ONE OF THE SECTIONS SAYS THAT AN AMOUNT -- FOR EXAMPLE, IF AN ESTATE WERE TO OTHERWISE PASS COMPLETELY TO CHARITY AND A SETTLEMENT WERE REACHED WHERE A SHARE DID NOT PASS TO CHARITY THAT THE CHARITABLE DEDUCTION WOULD BE DISALLOWED AS TO THAT PIECE

NOT PASSING TO CHARITY THAT'S ONE EXAMPLE THERE MAY BE
OTHERS IN THE REGULATION
Q STATED ANOTHER WAY, MR RUFF, DOESN'T 2555 AND ITS

A NO, IT DOESN'T I MEAN, ALL OF THESE AGREEMENTS ARE
INTEGRATED TOGETHER THEY'RE PART OF AN OVERALL
SETTLEMENT THE ASSETS END UP IN THE LEGACY TRUST WHETHER
THEY PASS TO THE LEGACY TRUST DIRECTLY VERSUS WHAT YOU'RE
SAYING HERE THROUGH THIS EXHIBIT B I DON'T THINK MAKE A
DIFFERENCE
Q BUT IF THE ASSETS PASS DIRECTLY TO THE CHARITY, THEY
GO DIRECTLY TO THE CHARITABLE TRUST FIRST DOES THAT
RESOLVE YOUR CONCERN ABOUT DIRECT PASSING?
A NO
Q WHY NOT?
A BECAUSE AS PART OF THIS OVERALL SETTLEMENT ALL OF THE
ASSETS END UP IN THE LEGACY TRUST AND ALL OF THESE
DOCUMENTS HAVE TO BE READ TOGETHER AND AN ESSENTIAL PART
OF THIS PROPOSED SETTLEMENT IS ALL OF THE ASSETS END UP IN
THE LEGACY TRUST AND I DON'T THINK TO THE EXTENT THAT YOUR
POINT IS THAT THAT -- BY 2055(E)(2) CONCERN IS ALLAYED BY
THE SECOND STEP, I DON'T AGREE WITH THAT
Q ALL RIGHT WELL, LET'S ASSUME THIS HYPOTHETICAL,
MR RUFF LET'S ASSUME THAT WE HAVE A TESTATOR WHO
CREATES A CHARITABLE TESTAMENTARY TRUST
A ALL RIGHT

Q AND IT'S A QUALIFIED TRUST IS THAT TRUST NOT
ALLOWED TO INVEST IN INVESTMENTS?
A NO, IT IS ALLOWED TO INVEST IN INVESTMENTS

Q THANK YOU NOW, WHEN YOU LOOK AT THE QUESTION OF
DIRECT PASSING UNDER 2055 DID YOU LOOK AT REED VERSUS
UNITED STATES?
A PARDON ME?
Q AT REED VERSUS UNITED STATES?
A I DON'T BELIEVE I LOOKED AT THAT
Q DID YOU LOOK AT TERRA HAUTE FIRST NATIONAL BANK
VERSUS UNITED STATES?
A I DON'T BELIEVE I LOOKED AT THAT
Q DID YOU LOOK AT REVENUE RULING 78-152?
A THERE WERE A COUPLE OF REVENUE RULINGS THAT I LOOKED
AT, BUT I DON'T HAVE --
Q DID YOU LOOK AT NORTHERN TRUST COMPANY VERSUS US?
A YES
Q OKAY SO, THAT AND THE GALLOWAY CASE YOU TOOK INTO
CONSIDERATION?
A I DID TAKE THE NORTHERN TRUST CASE IF WE'RE TALKING
ABOUT THE SAME NORTHERN TRUST CASE WHICH I KNOW IS
IMPORTANT UNDER SECTION 2055, I DID LOOK AT THAT ONE
Q ALL RIGHT NOW, YOUR SELF-DEALING CONCERNS ARE BASED
ON THE ASSUMPTION THAT THIS IS A PRIVATE FOUNDATION?
A YES

Q ALL RIGHT ARE YOU AWARE OF ANY SOLUTIONS TO THAT PROBLEM -- THE SELF-DEALING PROBLEM?

A SOLUTIONS TO THE SELF-DEALING PROBLEM?

Q YEA IF WE WANTED TO AVOID THE PROBLEM YOU SAY EXISTS BECAUSE THIS IS A PRIVATE FOUNDATION AND THERE ARE SELF-DEALING RESTRICTIONS UNDER SECTIONS 4941 AND 4947, ARE THERE WAYS TO FIX THAT PROBLEM?

A YES ONE WAY WOULD BE TO NOT HAVE THE PROVISION FOR RIGHT OF FIRST REFUSAL IN THERE IN THE FIRST PLACE

Q ARE THERE OTHER WAYS?

A THERE MAY BE

Q CAN YOU THINK OF ANY?

A I DIDN'T THINK ABOUT THAT BEFORE TODAY WELL, THERE IS A SPECIFIC REGULATION AS I RECALL UNDER CODE SECTION 4941 THAT ALLOWS FOR AN OPTION OF RIGHT OF FIRST REFUSAL AS LONG AS IT'S DONE WITHIN THE PERIOD -- GENERALLY SPEAKING, AS LONG AS IT'S DONE JUST WITHIN THE PERIOD OF ESTATE REVOCABLE TRUST ADMINISTRATION ONE SOLUTION MAY BE TO EXERCISE ANY OPTION OF RIGHT OF FIRST REFUSAL RIGHT AWAY AND TO DO IT AS CALLED FOR UNDER THAT REGULATORY SAFE HARBOR

Q AND THAT WOULD BE WHAT WE COULD CALL THE ADMINISTRATION EXCEPTION?

A THAT WOULD BE THE ADMINISTRATION EXCEPTION, BUT THAT'S NOT WHAT THIS DOES

Q ALL RIGHT ANY OTHER WAYS YOU CAN THINK OF THAT --

A NOT OFFHAND

Q HOW ABOUT IF THE "I FEEL GOOD TRUST" WERE A PUBLIC

CHARITY INSTEAD OF A PRIVATE FOUNDATION?

A WELL, IF IT WERE A PUBLIC CHARITY, THEN THE CODE SECTION 4941 WOULD SEEM NOT TO APPLY

Q OKAY DID YOU NOTICE WHAT WE WOULD CALL SAVINGS CLAUSES IN EACH OF THESE DOCUMENTS IN THE SETTLEMENT AGREEMENT, MR RUFF?

A I SAW SOME CLAUSES THAT ONE WOULD REFER TO AS SAVINGS CLAUSES

Q WHERE, IN EFFECT, THAT THE SETTLING PARTIES AGREED THAT NO MATTER WHAT THE CHARITABLE EXEMPTION IS GOING TO BE PROTECTED?

A WELL, I DON'T KNOW IF THAT'S EXACTLY WHAT IT SAYS, BUT LET ME -- CAN YOU POINT OUT WHERE YOU'RE REFERRING TO?

Q WELL, NO, I AM JUST ASKING IF YOU RECALL THAT

A I RECALL SOME CLAUSES THAT WOULD BE CONSIDERED --

MR BAILEY YOUR HONOR, HE IS REQUESTED --

THE COURT HOLD ON HOLD ON

MR BAILEY HE HAS REQUESTED THE OPPORTUNITY TO SEE WHERE IT IS IN THE DOCUMENT HE IS ENTITLED TO HAVE THE OPPORTUNITY TO LOOK FOR IT

THE WITNESS I JUST WANT TO MAKE SURE THAT WE'RE TALKING ABOUT THE SAME ONE SO I DON'T GET --

THE COURT SHOW IT TO HIM WHAT YOU'RE TALKING ABOUT

MR MEDLIN YOUR HONOR, I AM NOT ASKING ABOUT ANY SPECIFIC PROVISION

THE COURT WELL, THEN ASK THE QUESTION AGAIN

Q ALL RIGHT YOU DO RECALL GENERALLY THAT THERE WERE SAVINGS CLAUSE PROVISIONS IN THESE DOCUMENTS?

THE COURT IF YOU NEED TO LOOK AT THE DOCUMENT, YOU MAY

THE WITNESS THANK YOU, YOUR HONOR

UNDER WHICH DOCUMENTS?

Q LET ME WITHDRAW THAT QUESTION, MR RUFF

A OKAY

Q I AM NOT MEANING TO PUT YOU THROUGH THAT EXERCISE

A OKAY

Q DON'T TAX LAWYERS GENERALLY USE SAVINGS CLAUSE PROVISIONS WHEN THEY WANT TO ENSURE THAT THE TAX GOAL IS PROTECTED?

A YES

Q AND, IN FACT, DON'T MOST WELL-DRAFTED CHARITABLE DOCUMENTS INCLUDE SUCH A SAVINGS CLAUSE PROVISION?

A YES

Q ARE YOU AWARE THAT MRS POPE TESTIFIED THAT THE SAVINGS CLAUSE PROVISION IN THE 2000 TRUST EFFECTIVELY ERADICATED THAT 50 PERCENT MANAGEMENT FEE PROVISION THAT I TALKED ABOUT EARLIER?

23 A I WAS NOT AWARE THAT SHE SO TESTIFIED

24 Q MR RUFF, DO YOU ALWAYS ASK FOR A SUPREME COURT

25 DETERMINATION ABOUT THE VALIDITY OF A SURVIVING SPOUSE'S

1 MARRIAGE WHEN YOU ASK FOR THE MARITAL DEDUCTION?

2 A NO, SIR

3 Q IF YOU HAVE A MARRIAGE LICENSE, IF YOU HAVE A COURT

4 ORDER THAT SAYS THERE WAS NO IMPEDIMENT TO THE SPOUSE

5 BEING MARRIED, YOU WOULDN'T NECESSARILY GO OUT AND ASK FOR

6 THE SUPREME COURT TO RULE ON THAT, WOULD YOU?

7 A NO, SIR

8 Q MR RUFF, ONE MORE QUESTION ARE YOU A CERTIFIED

9 SPECIALIST IN TAXATION?

10 A NO, SIR

11 MR MEDLIN THANK YOU NO FURTHER QUESTIONS

12 THE COURT MR JONES?

13 MR JONES NOTHING, YOUR HONOR

14 THE COURT MR SHAHID?

15 MR SHAHID NO, SIR

16 THE COURT MR LEVENSON?

17 MR LEVENSON JUST A FEW

18 CROSS-EXAMINATION

19 BY MR LEVENSON

20 Q MR RUFF, I AM LOUIS LEVENSON I DON'T THINK WE'VE

21 EVEN MET I REPRESENT MEMBERS OF THE BROWN FAMILY AND

22 CHILDREN OF MR BROWN DID I UNDERSTAND YOU TO SAY THAT

IN DIRECT EXAMINATION THAT YOU -- AS TO HOW LONG IT WOULD TAKE TO GET A PRIVATE LETTER RULING YOU SAY IT IS A LITTLE HARD TO SAY?

MR LEVENSON PARTIES ARE NOT AUTOMATICALLY WITNESSES IN A CASE THERE IS NO LAW THAT SAYS THAT THE PARTY HAS TO BE PRESENT IN THE COURTROOM UNLESS SUBPOENAED OR COMPELLED BY THE COURT TO ATTEND

THE COURT MR BYRD?

MR BYRD NO OBJECTION, YOUR HONOR

THE COURT MR BELL?

MR BELL WE OBJECT THEY WERE NOT SUBPOENAED AND HE DID NOT REQUEST THEIR ATTENDANCE

THE COURT ALL RIGHT I WILL SUSTAIN THE OBJECTION

MR BAILEY ALL RIGHT MAY I PUT THE GROUNDS OF MY -- NEVERMIND, YOUR HONOR THANK YOU

THE COURT ANY OTHER WITNESSES?

MR BAILEY THAT'S ALL, YOUR HONOR THANK YOU

THE COURT ALL RIGHT PROFESSOR MEDLIN, I HAVE ASKED FOR YOUR EITHER TESTIMONY OR REPRESENTATION CONCERNING THE DUE DILIGENCE ON YOUR TAX RESEARCH AS WELL AS MR BAUKNIGHT ANSWERING QUESTIONS CONCERNING HIS ABILITY TO SERVE, HIS WILLINGNESS TO SERVE, TRANSITION PROCEDURES, AND JUST GENERALLY WHETHER OR NOT HE WANTS TO GET INTO THIS SITUATION, FOR LACK OF A BETTER WAY OF PUTTING IT I THINK WE NEED TO ADDRESS THE TAX ISSUES

SINCE IT'S FRESH ON EVERYBODY'S MIND

MR MEDLIN YOUR HONOR, I AM HAPPY TO DO THAT NOW OR HAPPY TO DO THAT AS PART OF A SUMMATION

(RUSSELL L BAUKNIGHT-BY THE COURT)

FOR WHAT I DO

THE COURT WELL, THERE IS A SUBSTANTIAL -- STRIKE THAT THERE IS OTHER LITIGATION GOING ON AS A RESULT OF THIS IN CONNECTION WITH THIS TRUST AND OR WILL AND OR ESTATE HAVE YOU FAMILIARIZED YOURSELF WITH THE EXISTING LITIGATION? THERE IS LITIGATION GOING ON IN THE FEDERAL COURTS, LITIGATION GOING ON IN CONNECTION WITH THE CASES AGAINST MORGAN STANLEY, LITIGATION THAT'S CURRENTLY BEFORE ME SEEKING APPROVAL, AND THERE ARE JUST A NUMBER OF LAWSUITS GOING ON HAVE YOU FAMILIARIZED YOURSELF WITH THOSE?

THE WITNESS YOUR HONOR, I WAS AWARE THAT THERE WERE IN EXCESS OF 20 CASES AS OF THE TIME I FIRST SAT DOWN WITH MRS POPE AND MR BUCHANAN I HAVE NOT BASED ON MY POSITION TO THIS POINT IN TIME ACTIVELY SOUGHT OUT INFORMATION ON THOSE CASES NUMBER ONE, THAT DIDN'T FALL UNDER THE SCOPE OF YOUR ORIGINAL ORDER WHERE YOU HIRED ME TO LOOK AT ONE SPECIFIC ISSUE

THE COURT I AGREE WITH THAT WHAT WOULD YOU DO IN CONNECTION WITH THAT ONGOING LITIGATION IF YOU WERE APPOINTED?

THE WITNESS WELL, I WOULD GAIN INFORMATION ON EACH

23 OF THE CASES THAT WERE PENDING FIRST FROM THE CURRENTLY
24 SERVING FIDUCIARIES AND THEN ACTIVELY DISCUSS AND THEN
25 SEEK THE COUNSEL OF THE ATTORNEYS REPRESENTING THE ESTATE

1 CLAIMS MADE AGAINST THE ESTATE OR TRUST
2 Q WHAT ABOUT THE TAXING AUTHORITIES?
3 A IT WOULD BE MY RESPONSIBILITY TO DEAL WITH THE TAX
4 ISSUES THAT WOULD BE THERE
5 Q HOW DO YOU INTEND TO DEAL WITH THE NON-SETTLING
6 PARTIES?
7 A SIR, THAT WOULD BE LITIGATION THAT AS I OUTLINED I
8 WOULD HAVE TO DISCUSS THAT WITH THE ATTORNEYS REPRESENTING
9 THE ESTATE OR TRUST WITH RESPECT TO ANY CASES THAT THEY
10 MAY HAVE OR MAY IN THE FUTURE BRING AGAINST THE ESTATE OR
11 TRUST
12 Q DO YOU BELIEVE YOU ARE REQUIRED TO POST A BOND?
13 MR BELL YOUR HONOR, I WOULD OBJECT THAT COULD GO
14 TO THE COURT'S DETERMINATION AND NOT HIS AND HAS NOTHING
15 TO DO WITH HIS WILLINGNESS
16 THE COURT SUSTAINED
17 Q HAVE YOU HAD ANY DISCUSSIONS ABOUT YOUR CONFLICTS IF
18 YOU WERE TO FIND THEM WITH THE ATTORNEY GENERAL?
19 A NO, I HAVE NOT
20 Q YOU HAVE PROVIDED AS I UNDERSTAND IT A FEE SCHEDULE
21 FOR YOUR SERVICES TO THE SETTLING PARTIES HAVE YOU
22 PROVIDED IT TO --

MR KINGSMORE YOUR HONOR, I OBJECT ASKED AND ANSWERED

THE COURT LET HIM FINISH HIS QUESTION

FIRM'S ABILITIES AND THAT, CERTAINLY, WAS ONE OF THE CONDITIONS I WOULD HAVE IN ORDER TO MOVE AHEAD WITH ACCEPTING THIS POSITION

Q AND WHAT IS HIS FEE?

MR MEDLIN YOUR HONOR --

THE COURT MR BAILEY, I'M NOT -- THAT'S NOT RELEVANT TO ISSUE OF WHETHER OR NOT HE IS WILLING TO SERVE I WILL DEAL WITH THAT IF AND WHEN WE GET TO IT JUST LIKE I'M DEALING WITH EVERYBODY ELSE

MR BAILEY THANK YOU

THE COURT ANYBODY ELSE HAVE ANY QUESTIONS?

ALL RIGHT YOU MAY STEP DOWN

THE WITNESS THANK YOU, SIR

THE COURT AT PREVIOUS HEARINGS, OBVIOUSLY, I WAS ASKING THE SETTLING PARTIES TO MAKE A PRESENTATION TO ME AS TO THE DUE DILIGENCE DONE ON THE TAX QUESTIONS I DON'T THINK IT WOULD BE PROPER FOR ME TO CALL MR BAILEY UP HERE TO TESTIFY ABOUT WHAT HE'S DONE ON THE TAX ISSUES NOR ANY OF THE OTHER LAWYERS OF RECORD SO, I WILL LET YOU, MR MEDLIN, PRESENT TO ME BY WAY OF SORT OF A STATEMENT AS TO WHAT ALL HAS BEEN DONE IN DUE DILIGENCE

FOR THE ANSWER OF TAX QUESTIONS AND I MAY ASK YOU SOME QUESTIONS

MR MEDLIN WOULD YOU LIKE TO DO THAT NOW, YOUR HONOR?

THE COURT YES, SIR

MR MEDLIN SURE YOUR HONOR, WE HAVE ON OUR TEAM WHAT I CONSIDER TO BE AMONG THE BEST TAX LAWYERS, NOT JUST IN THE STATE OF SOUTH CAROLINA, BUT IN THE COUNTRY HEYWARD CARTER AND PATTY SCARBOROUGH WHO ARE HERE TODAY FROM HIS FIRM -- EDWARD BENNETT, HENRY CHANDLER, JEAN LEE FROM HIS FIRM HAVE ALL BEEN INVOLVED PRIMARILY WITH THE DETERMINATION OF TAX ISSUES, AND, YOUR HONOR, I CAN ASSURE YOU THAT WE HAVE WORKED DILIGENTLY TO BE CONCERNED WITH AND TO TRY TO DEAL WITH AND COVER ALL OF THE TAX CONCERNS THAT EXIST, NOT JUST WITH RESPECT TO THE CHARITABLE --

MR BAILEY YOUR HONOR --

THE COURT YES?

MR BAILEY I AM GOING TO OBJECT THERE IS NO TESTIMONY BEING PRESENTED THIS IS SIMPLY A LEGAL STATEMENT FROM -- ARGUMENT, RATHER, FROM COUNSEL WE HAVE NO TESTIMONY WE HAVE NO OPPORTUNITY TO CROSS EXAMINE

THE COURT YOUR OBJECTION IS NOTED I ASKED FOR A REPRESENTATION OF COUNSEL AS TO WHAT THEY'VE DONE I AM GOING TO ALLOW IT TO BE DONE AT THIS TIME

MR MEDLIN YOUR HONOR, I HAVE THE RESUMES OF

MR CARTER, ET AL , IF YOU'D LIKE TO SEE THEM

THE COURT I WOULD LET'S MAKE THEM PART OF THE RECORD YOUR HONOR, IF I MAY, THIS PACKET SHOULD INCLUDE THE RESUME OF MR CARTER, MS SCARBOROUGH, MS LEE,

MR CHANDLER, AND MR BENNETT

(WHEREUPON, MEDLIN'S EXHIBIT NO 11 WAS MARKED FOR IDENTIFICATION ONLY)

THE COURT YOU MAY PROCEED

MR MEDLIN FIRST OFF, IT IS OF PARAMOUNT IMPORTANCE TO EVERY ONE OF THE SETTLING PARTIES THAT TAXES BE SAVED WHERE FEASIBLE AND THAT THE CHARITABLE EXEMPTION FOR THE CHARITABLE TRUST BE PROTECTED, AND IN EVERY DOCUMENT THAT WE HAVE SIGNED, YOUR HONOR, WE HAVE RECOGNIZED THAT IF FOR ANY REASON WE MIGHT BE WRONG -- BECAUSE WE DISAGREE WITH MR RUFF IN A NUMBER OF WAYS -- BUT IF FOR ANY REASON WE MAY BE WRONG, WE WILL DO WHATEVER IT TAKES TO CURE THE PROBLEM EVEN IF IT MEANS A DETRIMENT TO MY CLIENT, MR LEVENSON'S CLIENTS, OR MR BELL'S CLIENTS WE'RE GOING TO PROTECT THE CHARITABLE EXEMPTION

THE ATTORNEY GENERAL IS GOING TO INSIST THAT WE PROTECT THE CHARITABLE EXEMPTION SO, EVEN THOUGH IN COMING TO THE DETERMINATION ABOUT WHETHER TO SETTLE AS WE HAVE DISCUSSED IN THIS COURTROOM BEFORE, YOUR HONOR, IT REALLY IS JUST A QUESTION OF THE ULTIMATE DOLLARS THAT GO TO THE CHARITY, AND WE WILL ARGUE LATER, YOUR HONOR, THAT

THE CHARITY HAS DONE VERY WELL BY THIS SETTLEMENT IN FACT, PERHAPS BETTER THAN IT WOULD HAVE DONE IN ANY OTHER CIRCUMSTANCE, BUT EVEN THEN WE STILL ARE DEDICATED TO PROTECTING THE CHARITABLE EXEMPTION

MRS POPE TESTIFIED THAT I TOLD HER THAT WE DIDN'T HAVE AN ACCOUNTANT BACK IN AUGUST YOUR HONOR, I'M NOT --

THE COURT I JUST WANT TO KNOW WHAT Y'ALL HAVE DONE BY WAY OF DUE DILIGENCE, NOT WHAT MRS POPE SAID

MR MEDLIN I UNDERSTAND, YOUR HONOR, BUT THE POINT BEING SIMPLY WE DON'T HAVE AN ACCOUNTANT BECAUSE WE HAVE SOME OF THE BEST TAX LAWYERS IN THE COUNTRY YOUR HONOR, I HAVE ALSO SOUGHT VARIOUS OPINIONS FROM OTHER TAX EXPERTS IN THE COUNTRY, BUT I WOULD RATHER YOUR HONOR BE ALLOWED TO KEEP THAT CONFIDENTIAL BECAUSE THEY DID SO AS A FAVOR TO ME AND I JUST DON'T THINK THEY SHOULD BE BROUGHT INTO IN ANY WAY THIS CASE SO, WE'RE NOT RELYING ON THEIR OPINIONS, BUT YOU'VE ASKED HOW MUCH DUE DILIGENCE WE HAVE DONE IT IS PLENTY

THE COURT WELL, AS A RESULT OF YOUR DUE DILIGENCE ARE -- IS YOUR TEAM OF THE OPINION, NUMBER ONE, THAT THE TRUST AS PERTAINS TO THE NEEDY CHILDREN WILL QUALIFY?

MR MEDLIN WE ARE OF THAT OPINION, YOUR HONOR WE BELIEVE THAT THE FIRST CONCERN MENTIONED BY MR ROOF WHICH IS THAT THERE IS NOT A DIRECT PASSING IS, IN FACT, NOT A CONCERN THERE IS A DIRECT PASSING WE BELIEVE TO THE

CHARITY THE WAY WE STRUCTURED THE OVERALL SETTLEMENT AND
OUR UNDERSTANDING IS THAT EVERYBODY IS CONTRIBUTING BACK
TO WHAT IS, IN EFFECT, AN INVESTMENT
THE COURT YOU ARE COGNIZANT OF THAT ISSUE AND

CONCERN IN DRAFTING THE DOCUMENTS?
MR MEDLIN YES, WE WERE, YOUR HONOR IN FACT, FROM
THE VERY FIRST DRAFT -- AND I DON'T HOLD MYSELF OUT TO BE
A TAX EXPERT LET ME MAKE CLEAR FOR THE COURT, BUT FROM
THE VERY FIRST DRAFT WHICH I PARTICIPATED IN THE HEAT OF
THE MEDIATION ON AUGUST 10 WE WERE CONCERNED ABOUT THAT
ISSUE, AND, SO, THAT HAS BEEN A COMMON THEME THROUGHOUT
ALL OF THE VARIOUS ITERATIONS OF THE SETTLEMENT AS WE HAVE
IMPROVED IT AS WE BROUGHT MR BELL'S CLIENT ON BOARD
Q BUT, AGAIN, MR BELL'S CLIENT WAS ALSO HAPPY TO SIGN
AN AGREEMENT THAT SAID WE'RE GOING TO PRESERVE THAT
CHARITABLE EXEMPTION WE THINK THERE ARE SEVERAL WAYS TO
DEAL WITH THE SO-CALLED SELF-DEALING CONCERN ABOUT THE
RIGHT OF FIRST REFUSAL THE FIRST IS UNDER THE
ADMINISTRATION EXCEPTION NOW, PART OF THIS IS BECAUSE WE
TAKE THE POSITION THAT MR BROWN'S 2000 TRUST IS VALID,
WAS, IN FACT, DEEMED TO BE A REVOCABLE TRUST BASED ON
TESTIMONY FROM THE TRUSTEES AND, IN FACT, BASED ON
TESTIMONY FROM MRS POPE ABOUT HOW MUCH CONTROL MR BROWN
INSISTED ON RETAINING THEN WE WOULD DEEM THAT TO BE A
REVOCABLE TRUST AND THAT GIVES US THE TRIGGER TO ASK FOR

THE ADMINISTRATIVE EXCEPTION -- THE ADMINISTRATION EXCEPTION, I SHOULD SAY

BUT THERE ARE OTHER WAYS TO FIX THIS WE CAN CONVERT FROM THE PRIVATE FOUNDATION WHICH IS HOW MRS POPE AND

MR BUCHANAN QUALIFIED THE CHARITABLE TRUST WE CAN CONVERT TO A PUBLIC CHARITY AND AS MR RUFF HIMSELF NOTED THE SELF-DEALING CONCERNS GO AWAY

THE COURT HAVE YOU DONE THAT?

MR MEDLIN WELL, YOUR HONOR, WE CAN'T DO ANYTHING UNTIL WE HAVE CONTROL OF THE SETTLEMENT ENTITY

THE COURT BUT YOU HAVE CONSIDERED IT AND KNOW THAT OPTION IS AVAILABLE?

MR MEDLIN ABSOLUTELY, YOUR HONOR AND, SO, THE CONVERSION TO A PUBLIC CHARITY IS ANOTHER OPTION, BUT EVEN IF THESE DIDN'T WORK, THEN WE'RE DEDICATED TO REMOVING WHAT OTHER PROVISIONS MIGHT OTHERWISE CAUSE A PROBLEM FOR THE CHARITABLE EXEMPTION AND THAT WOULD BE OUR LAST RESORT, BUT IT WOULD BE A RESORT, YOUR HONOR

NOW, WITH RESPECT TO PRIVATE LETTER RULINGS IT IS CERTAINLY SOMETHING THAT WE WOULD CONSIDER DOING IN FACT, WE MAY WELL ASK FOR AT LEAST ONE PRIVATE LETTER RULING AND MAYBE MORE WE'RE FAMILIAR WITH PRIVATE LETTER RULINGS, YOUR HONOR, AND LET ME SUGGEST THAT OUR COUNSEL HAS BEEN INVOLVED IN FAR MORE THAN JUST TWO REQUESTS FOR PRIVATE LETTER RULINGS IN THEIR CAREERS WE KNOW VERY

WELL WHAT A PRIVATE LETTER RULING IS ABOUT WHICH IS A REQUEST OF THE IRS TO BLESS THIS PARTICULAR SITUATION, AND WHAT WE WOULD SUBMIT TO THE COURT IS THAT NONE OF US HAS EVER BEEN INVOLVED IN THE REQUEST FROM THE IRS FOR A

FAVORABLE PRIVATE LETTER RULING WHEN THE FIDUCIARIES ARE VEHEMENTLY OPPOSED TO THE DEAL THAT'S A SURE -- THAT'S A CERTAINTY WE THINK THAT THE IRS WOULD REJECT THE PRIVATE LETTER RULING REQUEST

THE FIDUCIARIES WHO ARE OPPOSED TO THE VERY DEAL THAT WE'RE ASKING THE IRS TO APPROVE ARE GOING TO BE OPPOSED TO IT AND THE IRS IS GOING TO TAKE ADVANTAGE OF THAT ONCE A FIDUCIARY WHO IS NOT OPPOSED TO THE SETTLEMENT IS IN PLACE, YOUR HONOR, THAT WOULD BE THE APPROPRIATE TIME TO GET A PRIVATE LETTER RULING AGAIN, WE INTEND FOR THE ATTORNEY GENERAL TO DRIVE THAT BUS THE ATTORNEY GENERAL IS GOING TO BE THE PERSON THAT WE LISTEN TO WHEN WE MAKE DECISIONS ABOUT WHETHER WE ASK FOR THIS PLR OR WHETHER WE ASK FOR ANOTHER PLR BASED ON THE RESULTS OF THAT FIRST PARTICULAR PLR AND, AGAIN, BECAUSE WE'RE DEDICATED TO PRESERVING THE CHARITABLE EXEMPTION

FINALLY, WITH RESPECT TO THE MARITAL DEDUCTION, AS MR RUFF HIMSELF ADMITTED IT WOULD BE EXTRAORDINARY IN A NORMAL CASE WHEN YOU HAVE THE FACTS THAT WE HAVE WHERE NO ONE ELSE CAN OBJECT OTHER THAN POSSIBLY MR AHMED TO ASK FOR A DETERMINATION FROM THE SUPREME COURT OF SOUTH

CAROLINA, BUT, YOUR HONOR, THAT CERTAINLY IS FAIR GAME FOR A PRIVATE LETTER RULING, AND WE MAY WELL ASK FOR THAT ISSUE TO BE DETERMINED IN A PRIVATE LETTER RULING

SO, WE HAVE DONE A LOT OF DUE DILIGENCE WE HAVE

CIRCULATED AMONG US A PARED DOWN 11-PAGE MEMORANDUM THAT MR JONES TOLD ME YESTERDAY HAD SOMETHING WEIGHTY IN EVERY SINGLE SENTENCE THIS IS NOT SOMETHING THAT WE'RE TAKING LIGHTLY THIS IS SOMETHING THAT WE BELIEVE IS DOABLE, AND THIS IS SOMETHING THAT WE ARE GOING TO ENSURE IS DOABLE BECAUSE, AGAIN, THE ATTORNEY GENERAL IS GOING TO MAKE US DO IT SO, WHATEVER IT TAKES TO FIX IT, YOUR HONOR, WE'RE GOING TO FIX IT, IF, IN FACT, THERE IS EVEN A PROBLEM

THE COURT MR JONES, ANYTHING YOU WANT TO ADD TO THAT? I ASSUME THAT Y'ALL ALL STAND BY WHAT THE PROFESSOR SAYS?

MR JONES YES, SIR, YOUR HONOR I WOULD ALSO SAY THAT I AM NOT A TAX EXPERT I REVIEWED THE INFORMATION AS PROVIDED TO US FROM THE TAX EXPERTS AND I THINK AS REPRESENTED TO THE COURT THAT THE ATTORNEY GENERAL IS GOING TO PROTECT THE CHARITABLE TRUST AS SET FORTH IN THE SETTLEMENT ENTITY AND WE'RE GOING TO DO EVERYTHING TO MAKE SURE IT IS TAKEN CARE OF AND WE HAVE A CONTROL OVER THE CHARITABLE TRUST AND THE SETTLEMENT ENTITY WITH THAT IN MIND SO, WE'LL MAKE SURE THAT THIS CHARITABLE TRUST AS SET UP PER THIS SETTLEMENT WILL BE CARRIED FORTH PROPERLY

22 THE COURT ALL RIGHT ANYTHING FROM ANYBODY ELSE?
23 ALL RIGHT I ALSO WANTED TO HANDLE THE ATTORNEYS' FEES BY
24 WAY OF SOME TYPE OF PROTECTIVE ORDER
25 MR MEDLIN, WHAT IS YOUR STANCE ON THAT, POSITION ON

1 THAT?
2 MR MEDLIN WELL, YOUR HONOR, AGAIN, WE'RE HAPPY TO
3 PROVIDE INFORMATION TO THE COURT THAT THE COURT WANTS I
4 DON'T THINK THE ATTORNEYS' FEES WOULD BE OF ANY GREAT
5 SURPRISE TO THE COURT ONCE DISCLOSED, BUT WE WOULD LIKE TO
6 CORRECT A MISPERCEPTION I THINK THAT WAS PERHAPS GIVEN
7 FROM TESTIMONY FROM THE FIDUCIARIES THE ATTORNEYS' FEES
8 ARE GOING TO BE PAID FROM WHATEVER PASSES TO THE SETTLING
9 PARTIES
10 FOR EXAMPLE, MRS BROWN IS GOING TO HAVE
11 23 75 PERCENT OF THE OVERALL SETTLEMENT ENTITY PART OF
12 THAT AS YOU KNOW FROM THE MOST RECENT CONVENING OF THIS
13 HEARING, YOUR HONOR, IS GOING TO BE SET ASIDE FOR
14 JAMES BR[redacted] HER ATTORNEYS' FEES ARE GOING TO BE PAID
15 FROM HER SHARE HER ATTORNEYS' FEES ARE NOT COMING OUT OF
16 THE CHARITABLE TRUST POCKET AND THE SAME FOR
17 MR LEVENSON'S CLIENTS AND THE SAME FOR MR BELL'S
18 CLIENTS
19 SO, IT DOESN'T INCREASE THE COST TO THE ATTORNEY
20 GENERAL IN ANY WAY IN FACT, WE THINK WE HAVE A GOOD
21 FAITH ARGUMENT THAT EVEN THOUGH THE CLIENTS ARE PAYING

THEIR OWN ATTORNEYS' FEES AND NOT COMING OUT OF THE ATTORNEY GENERAL'S POCKET THAT THESE COULD BE DEDUCTIBLE WHICH, IN FACT, WOULD BENEFIT THE ATTORNEY GENERAL, THE CHARITY, AND HE WOULD RECEIVE MORE, BUT WHATEVER THE

MR BAILEY YOUR HONOR, THIS WAS FILED ORIGINALLY BY MR BELL IN EITHER CASE 872 OR NUMBER 122 AND THEY'VE ASKED THAT EVERYTHING IN THE RECORD BE INCORPORATED --

THE COURT AND I'VE GRANTED THAT HOW CAN I NOW STRIKE IT? EVERYBODY HAS ASKED FOR EVERYTHING THAT'S IN THE RECORD TO BE PART OF IT NOW YOU'RE ASKING ME TO STRIKE IT

MR LEVENSON WELL, I DON'T SEE HOW MANY ANGELS CAN DANCE ON THE END OF THAT PEN, JUDGE, BUT THAT'S NOT EXACTLY WHAT WE ASKED FOR ALL WE ASKED FOR IS ALL ADMISSIBLE EVIDENCE THAT WAS INTRODUCED IN ANY PROCEEDING BEFORE THIS COURT SINCE WE FIRST APPEARED BEFORE YOUR HONOR IN FEBRUARY OF 2007 -- ANY EVIDENCE ADMITTED WOULD BE CONSIDERED IN CONJUNCTION WITH THIS PROCEEDING FOR THE PURPOSE OF THE APPROVAL OF THE SETTLEMENT AGREEMENT THAT'S NOT TO SAY THAT EVERYTHING IN THE RECORD IS, THEREFORE, EVIDENCE

I THINK THAT WE HAD CONSENT OF EVERYONE IN THIS ROOM THAT THE EVIDENCE WOULD BE TRANSFERRED FROM CASE NUMBER TO CASE NUMBER

THE COURT ISN'T THIS EVIDENCE IN THOSE FILINGS?

MR LEVENSON IT'S NOT EVIDENCE UNTIL YOUR HONOR ADMITS IT AS EVIDENCE, BUT, NO, I DON'T BELIEVE IT'S BEEN ADMITTED

THE COURT THANK YOU

MR LEVENSON IT IS JUST AN AFFIDAVIT

THE COURT OVERRULED

MR LEVENSON WITH RESPECT TO THE DEATH CERTIFICATE, THE MOTION ITSELF ATTACHES THE DEATH CERTIFICATE WHICH APPEARS TO BE AN UNCERTIFIED COPY OF THE DEATH CERTIFICATE OF MR BROWN AND THE ARGUMENT MADE IN THE MOTION FOR PARTIAL SUMMARY JUDGMENT SUGGESTS THAT MRS YAMMA BROWN LUMAR MADE A STATEMENT AS TO THE SPOUSE OF -- WHO THE SPOUSE WAS OF MR BROWN AT THE TIME OF HIS DEATH AND I BELIEVE THAT BECAUSE THE DEATH CERTIFICATE IS AN UNCERTIFIED COPY AND BECAUSE IT IS HEARSAY -- THAT IS TO SAY WHO THE -- WHAT MRS BROWN SAYS SHE BELIEVES TO BE THE SPOUSE OF MR BROWN IT SHOULD BE STRICKEN

THE COURT OVERRULED MR LEVENSON, YOU CAN MAKE YOUR RECORD EVERYTHING THAT'S UP HERE THAT'S BEEN FILED IN THIS COURT I AM GOING TO LET IT BE PART OF THE RECORD

MR LEVENSON VERY WELL

THE COURT YOU CAN MAKE WHATEVER RECORD YOU WANT TO MAKE ON IT

MR LEVENSON VERY WELL THANK YOU LET ME TURN YOUR HONOR'S ATTENTION TO THE AFFIDAVIT OF A MARY HOLMES

WHICH IS ALSO ATTACHED TO THE MOTION FOR PARTIAL SUMMARY JUDGMENT LET ME GIVE YOUR HONOR JUST SOME OF THE FLAVOR OF MS HOLMES YOU ASKED ME ONCE BEFORE WHO SHE IS AND I THINK WE SAID AS POLITELY AS POSSIBLE SHE WAS A CONFIDANT

HONOR WILL NOT RELY ON THAT WHICH IS INADMISSIBLE, BUT IT IS SURPRISING THAT THE MOVANTS FOR PARTIAL SUMMARY JUDGMENT HAVE RELIED ON THIS EVIDENCE

THE COURT WELL, BUT Y'ALL HAVE ALL WANTED EVERYTHING THAT'S IN THE RECORD MADE A PART OF THIS RECORD SO, IT IS I HAVE RULED ON IT, AND I'LL GIVE IT WHATEVER WEIGHT, IF ANY, IT DESERVES

MR LEVENSON PARAGRAPH FOUR, "EVERYONE AROUND MR BROWN KNEW BETTER THAN TO EVEN TRY TO PUSH SOMETHING ON HIM AS HE WOULD QUICKLY PUT YOU IN YOUR PLACE IF YOU DID IF ANYONE SAYS THAT MR BROWN WAS UNDULY INFLUENCED, THEN THEY SIMPLY DID NOT KNOW MR BROWN THAT I KNEW FOR OVER 30 YEARS " CONCLUSORY, ET CETERA AGAIN, THE ANOMALY OF THIS BEING OFFERED BY THE VERY PERSONS WHO SUED MR DALLAS FOR PERPETRATING UNDUE INFLUENCE ON MR BROWN AMONGST OTHERS

PARAGRAPH FIVE, "FOR SOME REASONS UNKNOWN TO ME SINCE MR BROWN'S DEATH IT SEEMS" -- I GUESS IT SEEMS TO THE AFFIANT -- "THAT ALL OF THE PEOPLE WHO ARE REALLY CLOSE TO MR BROWN HAVE BEEN ABUSED BY ALL OF THE LAWSUITS "

THIS PARAGRAPH -- EXCUSE ME IN THE MOTION, YOUR HONOR, ALSO PARAGRAPH 10 ON PAGE THREE OF THE MOTION FOR PARTIAL SUMMARY JUDGMENT --

THE COURT THAT'S NOT AN AFFIDAVIT IT IS A MOTION

MR LEVENSON WELL, I KNOW, BUT IT MAKES REFERENCE

TO THE DEBRA OPRI LARRY KING INTERVIEW WHICH STATES AS A MATTER OF UNDISPUTED FACT, QUOTE, IT CONFIRMED THAT TOMI -- EXCUSE ME IT CONFIRMS THAT HYNIE BROWN WAS NOT THE SPOUSE OF JAMES BROWN AND, YOU KNOW, AGAIN, I WOULD SUGGEST THAT WHEN SOMEONE FILES A MOTION FOR SUMMARY JUDGMENT WHICH SEEKS TO PIERCE THE PLEADINGS OR THE ALLEGATION OF THE OPPOSING PARTY AND THEY DO SO WITH INADMISSIBLE EVIDENCE THAT IT IS APPROPRIATE FOR THE COURT TO DISREGARD IT OR STRIKE IT, AND, AGAIN, I'M SURPRISED THAT THIS IS THE PLEADING WHICH SEEKS SUMMARY JUDGMENT

OBVIOUSLY, IF YOUR HONOR WERE TO APPROVE THIS SETTLEMENT AGREEMENT THERE WOULD BE NO NEED TO ADDRESS A MOTION FAR PARTIAL SUMMARY JUDGMENT, BUT SINCE WE DON'T KNOW WHAT YOUR HONOR IS GOING TO DO IN CONNECTION WITH THIS PROCEEDING IN MY LETTER TO MR BAILEY I WAS SUGGESTING TO HIM THAT ASSUMING THIS WAS PROBATIVE EVIDENCE ADMISSIBLE IN THIS CASE HOW WOULD HE PROPOSE TO INTRODUCE THE LARRY KING INTERVIEW OF DEBRA OPRI INTO EVIDENCE AND I NEVER HEARD BACK FROM HIM ON THAT

MOST RECENTLY, JUDGE, THERE ARE EVEN WHILE THIS

MATTER WAS PENDING -- THE MOTION TO ENFORCE THE SETTLEMENT AGREEMENT WAS PENDING -- MR BUCHANAN AND MRS POPE HAVE FILED A NEW JOINT AFFIDAVIT AND I WILL ASK, YOUR HONOR, TO MARK THIS AS LEVENSON'S 3

THE COURT REPORTER WAS I SUPPOSED TO MARK THE

A COPYRIGHT GRANT IS A FEAT, QUOTE, ACCOMPLISHED AGAINST ALL ODDS " ONE CAN'T FLY, YOU KNOW, THIS AFFIDAVIT OVER THE CASTLE WALL AND SUGGEST IT'S EVIDENCE WHEN IT RELIES ON AN OPINION FROM SOMEONE ELSE NOT WITHIN THE PERSONAL KNOWLEDGE OF THE THE AFFIANT AND IT DOESN'T EVEN SAY THAT THAT MR ROTHSCHILD -- AS I HAVE NO DOUBT MR BUCHANAN AND MRS POPE HAVE GREAT FAITH IN -- IT DOESN'T EVEN CONCLUDE SOMETHING OTHER THAN A SUGGESTION

"WE" -- PARAGRAPH FIVE SAYS, "WE CONTINUE TO BELIEVE THAT THE HEIR'S FEDERAL COPYRIGHT TERMINATION RIGHTS ARE VIRTUALLY NO CURRENT VALUE, THAT ANY FINDING THAT THEY ARE OF SUBSTANTIAL VALUE IS FALSE OR MISLEADING " AGAIN, THIS IS AN OPINION EXPRESSED IN AN AFFIDAVIT WHICH IS NOT ON PERSONAL KNOWLEDGE OR INFORMATION

PARAGRAPH SEVEN, THE AFFIANT'S SAY THEY ARE INFORMED ABOUT CERTAIN THINGS THAT BY ITS VERY NATURE IS HEARSAY PARAGRAPH EIGHT REFERS TO ESTATE DOCUMENTS THAT ANTICIPATED -- ANTICIPATED THAT MY CLIENTS ARE GOING TO BE SUING JAMES BROWN I DON'T EVEN KNOW WHAT SPECIFIC

DOCUMENTS ARE REFERENCED OTHER THAN THE FOOTNOTE TO PARAGRAPH EIGHT SAYS DEANNA YAMMA PUBLISHING COMPANY VERSUS JAMES BROWN -- I GUESS REFERENCE TO A CIVIL ACTION, A CERTIFIED COPY OF WHICH IS NOT ATTACHED

THE AFFIANTS GO ON FURTHER TO ATTACK MR ~BAUKNIGHT SUGGESTING THAT YOU CANNOT SERVE IN THE POSITIONS OF

PERSONAL REPRESENTATIVE TRUSTEE AND OF JAMES BROWN TRUST OR ANY OF THE JAMES BROWN ASSETS BECAUSE ACCORDING TO PARAGRAPH 10 WHEN WE MET WITH MR BOUKNIGHT THE ONE TIME WE MET THAT HE ADVISED THAT LEVENSON -- THAT'S ME -- HAD CALLED HIM SOMETIME BACK ABOUT RUNNING THE ESTATE

PARAGRAPH 12 OF THIS AFFIDAVIT SUGGESTS THAT BECAUSE DEANNA CONTESTS THE VALIDITY OF THE TRUST SHE CANNOT SERVE ON THE ADVISORY BOARD THIS IS AN EXPRESSION OF OPINION, OF COURSE I AM NOT DOUBTING THAT THEY HAVE THE OPINION OF THESE THINGS WHICH IS CONSISTENT WITH WHAT THEY'VE TESTIFIED TO IN COURT AFFIDAVITS ARE NOT EXPRESSIONS OF OPINION THEY ARE SUPPOSED TO BE PERSONAL FACTS

PARAGRAPH 17 OF THIS NEWEST AFFIDAVIT --

THE COURT MR LEVENSON, MY PATIENCE IS WEARING THIN LISTEN, I AM GOING TO LET EVERYTHING IN I WILL GIVE IT WHATEVER WEIGHT JUST GIVE ME THE AFFIDAVITS THAT YOU OPPOSE AND I'LL READ THEM

MR LEVENSON YES, SIR I THINK I HANDED A COMPLETE SET TO THE COURT, AND I BELIEVE THAT THEY WERE FILED

SOMETIME SINCE APRIL 2 I DON'T KNOW IF IT'S REACHED THE CLERK'S FILE THAT'S WHY I MADE A DUPLICATE COPY FOR YOUR HONOR

THE COURT THANK YOU

MR LEVENSON THANK YOU, JUDGE

THE COURT THANK YOU ANYTHING ELSE BY WAY OF

AFFIDAVITS? ANYBODY HAVE ANY POSITION ON THAT?

MRS HAYES YOUR HONOR, I'M SORRY WE JUST WANTED TO ADD ONE CITATION FOR THE RECORD

THE COURT ONE WHAT?

MRS HAYES ONE CITATION FOR THE RECORD IN SUPPORT OF OUR OPPOSITION TO THE MOTION TO STRIKE WE WOULD NOTE THAT A TRUST CODE HAS ITS OWN DEFINITION OF KNOWLEDGE A PERSON HAS KNOWLEDGE OF A FACT AND THIS IS PURSUANT TO 62-7-104, SUBSECTION A ONE HAS ACTUAL KNOWLEDGE OF IT OR, TWO, HAS PER RECEIVED NOTIFICATION OF IT, OR, THREE, FROM ALL FACTS AND CIRCUMSTANCES KNOWN TO THE PERSON AT THE TIME IN QUESTION HAS REASON TO KNOW IT, AND, OF COURSE, THE RULES HAVE TO BE READ IN CONJUNCTION WITH THE CODE, AND I WOULD ALSO JUST MENTION RULE 801, EVIDENCE RULES -- 801(C) NOT ALL OF THE INFORMATION WAS OFFER FOR THE TRUTH OF THE MATTER MUCH OF IT WAS OFFERED TO SHOW DUE DILIGENCE WHICH BY ITS VERY NATURE WAS SOMEWHAT CONCLUSORY AS SUBJECTIVE A LOT OF THIS INFORMATION IS IN THE RECORD TO SHOW THE GOOD FAITH REASONS THAT THE PR

TRUSTEES OPPOSE THE SETTLEMENT, YOUR HONOR, AND I ALSO
MAKE REFERENCE TO --
THE COURT MA'AM, I'VE LET THEM ALL IN
MRS HAYES I JUST WANTED TO PUT IT ON THE RECORD,
YOUR HONOR
THE COURT YOU CAN I AM NOT CUTTING YOU OFF

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MRS HAYES 80-319 EXCEPTION, MOST OF THE
INFORMATION THAT YOUR HONOR IS WELL AWARE DEALS WITH
REPUTATION CONCERNING PERSONAL OR FAMILY HISTORY,
MARRIAGE, DIVORCE THOSE ARE CRITICAL ISSUES HERE SO,
THEY ARE NOT HEARSAY OR THEY ARE EXCEPTIONS TO THE RULE
THANK YOU, YOUR HONOR
THE COURT THANK YOU
MR LEVENSON JUDGE, MAY I SAY ONE THING IN
RESPONSE? I UNDERSTAND YOUR PATIENCE IS ALREADY WORN
THIN, BUT --
THE COURT WELL, YOU CAN UNDERSTAND WHY IT HAS I
MEAN, I HAVE GIVEN Y'ALL EVERY OPPORTUNITY TO MAKE A
RECORD, PROBABLY LONGER THAN MOST RECORDS WILL EVER GO UP
TO COLUMBIA GO AHEAD
MR LEVENSON YES, SIR, BUT IN RESPONSE TO WHAT
MRS ~HAYES SAYS THE EXPRESSION OF OPINION WAS SEEKING AN
ADJUDICATION ON ISSUES SUCH AS SUMMARY JUDGMENTS TO HYNIE
BROWN THAT SHE IS NOT THE SPOUSE, SUMMARY JUDGMENT AS TO
TO THE INVALIDITY OF THE PURPORTED SETTLEMENT, SUMMARY

JUDGMENT AS TO THE WHETHER OR NOT THE PLAINTIFFS ARE STATUTORY HEIRS OF JAMES BROWN EITHER UNDER STATE LAW OR FEDERAL COPYRIGHT LAW, SUMMARY JUDGMENT AS TO THE AUTHORITY OF THE ATTORNEY GENERAL, SUMMARY JUDGMENT AS TO TO YOUR HONOR'S OWN AUTHORITY TO EVEN APPROVE THE SETTLEMENT AGREEMENT THAT'S WHAT THESE AFFIDAVITS WERE

OFFERED IN SUMMARY JUDGMENT WITH RESPECT TO THE IN TERROREM CLAUSE THEY WANTED -- I MEAN, IN THEORY THEY WERE GOING TO PRESENT AN ORDER TO YOUR HONOR WHICH SAID TOMI BROWN IS NOT THE SPOUSE, LEVENSON'S CLIENTS ARE NOT HEIRS, AND THIS COURT HAS NO JURISDICTION TO ENTERTAIN IT AND WE BELIEVE WHEN YOU DO THAT YOU HAVE TO STATE PERSONAL KNOWLEDGE

THE COURT THANK YOU ALL RIGHT THAT LEAVES US WITH THE FINAL ARGUMENTS NOW, BEAR IN MIND THAT I HAVE HEARD EVERYTHING I DON'T NEED REAL LENGTHY ARGUMENTS

HOW LONG DO YOU NEED, PROFESSOR?

MR MEDLIN YOUR HONOR, WITH ALL DUE RESPECT I WANT TO TAKE AN OPPORTUNITY TO EXPLAIN THE SETTLEMENT AGREEMENT AND ALSO TO BRIEFLY TOUCH UPON ALL THE REASONS BECAUSE THIS IS GOING TO BE APPEALED SO --

THE COURT I JUST ASKED YOU HOW LONG YOU NEED

MR MEDLIN I KNOW AND IT COULD BE 30 MINUTES OR LONGER, YOUR HONOR, IF I MAY

THE COURT BUT I ASSUME THAT ONCE YOU DO YOURS

WE'RE NOT GOING TO HAVE TO HAVE REGURGITATION BY EVERYBODY ELSE OF THE SAME ARGUMENT?

MR MEDLIN I BELIEVE THEY WILL BE ASLEEP BY THEN, YOUR HONOR, AND, SO, THAT WON'T BE A PROBLEM

THE COURT I AM NOT GOING TO SAY IT

MR MEDLIN THANK YOU, YOUR HONOR

(STATEMENT BY MR MEDLIN)

THE COURT MR BAILEY, HOW LONG DO YOU THINK YOU MAY NEED?

MR BAILEY FIFTEEN MINUTES

THE COURT WELL, I AM NOT GOING TO CUT ANYBODY OFF GO AS LONG AS YOU WANT IT'S 12 30 LET'S START BACK AT -- IS 2 O'CLOCK OKAY?

(WHEREUPON, A LUNCH BREAK WAS TAKEN)

THE COURT PROFESSOR MEDLIN?

MR MEDLIN THANK YOU, YOUR HONOR I WANT TO SPEAK ON BEHALF OF ALL OF THE SETTLING PARTIES, AND, SO, HOPEFULLY ANY OTHER COMMENTS BY COUNSEL FOR THE OTHER CLIENTS WHO ARE MEMBERS OF THE SETTLING PARTIES WILL BE SIMPLY ADDITIONS TO WHAT I SAY AND NOT REPETITIVE

THE COURT THANK YOU

MR MEDLIN YOUR HONOR, AS YOU KNOW WE BELIEVE THAT WE HAVE A BINDING SETTLEMENT AGREEMENT UNDER THE PROBATE CODE BECAUSE THE PROBATE CODE ALLOWS PRIVATE BINDING SETTLEMENT AGREEMENT AMONG PARTIES IT DOESN'T REQUIRE ALL OF THE PARTIES IT ALLOWS THE PARTIES TO ENTER INTO

PARTIAL OR COMPLETE SETTLEMENT, AND WE BELIEVE THAT WE'VE ALREADY HAD THAT, AND WE ALSO AS YOU KNOW YOUR HONOR ASKED YOU TO APPROVE THAT SETTLEMENT AGREEMENT WHICH INCLUDES THE DOCUMENTS THAT WE HAVE NOW PRESENTED TO THE COURT, AND JUST VERY BRIEFLY, YOUR HONOR -- AND, OF COURSE, I AM HAPPY TO ANSWER ANY QUESTIONS THAT YOU MAY HAVE -- I AM

(STATEMENT BY MR MEDLIN)
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GOING TO POINT OUT THE MORE FUNDAMENTAL ISSUES IN THE SETTLEMENT AGREEMENT THAT TOMI RAE BROWN, MY CLIENT, IS RECOGNIZED AS MR BROWN'S SURVIVING SPOUSE AMONG THE SETTLING PARTIES, THAT MR LEVENSON'S CLIENTS AND MR BELL'S CLIENTS ARE RECOGNIZED AS THE CHILDREN AND GRANDCHILDREN OF MR BROWN AMONG THE SETTLING PARTIES, THAT THERE WILL BE A REPLACEMENT OF THE CURRENTLY SERVING PERSONAL REPRESENTATIVES AND TRUSTEES WITH A MANAGING TRUSTEE WHO WILL BE CONTROLLED COMPLETELY BY THE ATTORNEY GENERAL OF SOUTH CAROLINA THE ATTORNEY GENERAL OF SOUTH CAROLINA UNDER THE DOCUMENTS HAS FULL POWER TO REMOVE AND REPLACE ANY TRUSTEE SERVING EITHER AS TRUSTEE OF THE SETTLEMENT ENTITY WHICH WOULD BE THE JAMES BROWN LEGACY TRUST OR THE CHARITABLE TRUST, THE "I FEEL GOOD TRUST" OR THE 2000 IRREVOCABLE TRUST

THERE WILL BE FAMILY MEMBERS WHO WILL ALSO BE TRUSTEES EVERYONE AGREES THAT THE FAMILY MEMBERS' INPUT AND ADVICE ABOUT MR BROWN'S INTENTIONS WILL BE WELCOMED IN FACT, WE'VE HAD DISCUSSIONS WITH MR BAUKNIGHT ABOUT

THAT AND IF HE IS APPOINTED AS A SUCCESSOR TRUSTEE HE HAS INDICATED HIS GREAT INTEREST IN LISTENING TO THE ADVICE AND INPUT OF THE BROWN FAMILY MEMBERS

THERE IS A FAMILY EDUCATIONAL TRUST, A PRIVATE TRUST, THAT IS CARVED OUT OF THE 2000 IRREVOCABLE TRUST AND THAT TRUST WILL CONTINUE, BUT WE ARE MAKING ONE CHANGE TO THAT,

(STATEMENT BY MR MEDLIN)
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YOUR HONOR, FROM MR BROWN'S DOCUMENTS THAT THE BENEFIT WILL PASS NOT JUST TO THE GRANDCHILDREN OF MR BROWN BUT TO THEIR ISSUE AS WELL FOR AS LONG AS THE RULE AGAINST PERPETUITIES WILL ALLOW AT THAT POINT WHATEVER IS LEFT IN THE TRUST CONSISTENT WITH MR BROWN'S DOCUMENTS WOULD PASS OVER TO THE CHARITABLE TRUST AT THAT POINT

WE CREATED A SETTLEMENT ENTITY ORIGINALLY IN AUGUST OF 2008 BEFORE WE WERE JOINED BY MR BELL'S CLIENT IN WHICH THE PERCENTAGE OF OWNERSHIP INTEREST IN THE SETTLEMENT ENTITY WAS 50 PERCENT FOR THE CHARITABLE TRUST, 25 PERCENT FOR TOMI RAE BROWN WHICH AS WE DISCUSSED AT THE LAST CONVENING OF THIS HEARING, YOUR HONOR, INCLUDES WHATEVER SHARE IS GOING TO PASS TO JAMES B[redacted] WHICH AS YOU MAY RECALL WOULD BE THE SAME SHARE AS THE CHILDREN SET ASIDE IN A PROTECTED IRREVOCABLE TRUST AND ANOTHER SHARE OF THAT SAME AMOUNT BUT AS A REMAINDER INTEREST ALSO SET ASIDE IN A PROTECTED TRUST

WE AGREED IN THAT DOCUMENT THAT WE INTENDED TO HAVE TERRY JOIN US -- MR BELL'S CLIENT JOIN US -- WHICH WE

DID THE SETTLEMENT AGREEMENT IN ITS ORIGINAL ITERATION TREATED THOSE SORTS OF SITUATIONS AS AN EXPENSE, BUT THE NET RESULT WOULD BE THAT THE CHARITABLE TRUST HAS 47 5 PERCENT OWNERSHIP INTEREST IN THE OVERALL SETTLEMENT ENTITY THE BROWN CHILDREN -- THE SIX BROWN CHILDREN NOT COUNTING JAMES B[redacted] -- WOULD HAVE A TOTAL OF

28 75 PERCENT OWNERSHIP INTEREST WHICH IS 4 79 PERCENT PER CHILD AND MRS BROWN'S SHARE WOULD, THEREFORE, AS A NET RESULT REDUCE DOWN TO 23 75 PERCENT

AS PART OF OUR AGREEMENT TO HAVE TERRY BROWN JOIN US WE DID GIVE HIM A RIGHT OF FIRST REFUSAL FOR THE SALE OF ASSETS FOR 10 YEARS JUST TO MAKE IT CLEAR UNDER THE DOCUMENTS THERE IS NO REQUIREMENT WHATSOEVER THAT THE SETTLEMENT ENTITY SELL ANY ASSETS THE SALE OF ANY ASSETS WILL REQUIRE AT LEAST A TWO-THIRDS MAJORITY VOTE WE DON'T BELIEVE THAT THIS RIGHT OF FIRST REFUSAL CHILLS THE VALUE OF THE ESTATE EVEN IF IT DID IT WOULD HAVE AN EFFECT ONLY IF WE DECIDED TO SELL THE ESTATE

YOUR HONOR, WE'RE WAY TOO PREMATURE IN OUR UNDERSTANDING OF WHAT HAS BEEN PROVIDED TO US BY THE FIDUCIARIES AS TO THE VALUE OF THE ESTATE, THE ASSETS, AND SO FORTH SO, WE CAN'T EVEN BEGIN TO THINK WHETHER WE WOULD WANT TO SELL SOME OR ALL OF THE ASSETS OF THE ESTATE AND IN ANY EVENT IT MAY MAKE GREAT SENSE TO MAINTAIN THE ASSETS OF THE ESTATE AND, IN EFFECT, OPERATE THE JAMES

BROWN LEGACY AS PART OF THE SETTLEMENT ENTITY
THAT'S PART OF WHAT OUR SUCCESSOR FIDUCIARY WOULD
LOOK INTO WITH OUR ASSISTANCE WE'D GET THE PROPER ADVICE
AND COUNSEL AS TO WHAT IS BEST FOR THE SETTLEMENT ENTITY
AND, OF COURSE, THE 800 POUND GORILLA IN OUR SETTLEMENT
ENTITY IS THE CHARITABLE INTEREST AS REPRESENTED BY THE

ATTORNEY GENERAL THAT BY THE WAY, YOUR HONOR, IS THE
REASON THAT WE CHOSE PERCENTAGE INTERESTS BECAUSE BASED ON
A DERTH OF INFORMATION AND THE INVENTORY AND APPRAISEMENT
AND IN THE ESTATE TAX WE JUST HAVE NO IDEA WHAT THE ASSETS
ARE AND WHAT THEY'RE WORTH, AND, SO, WE'VE AGREED TO
SETTLE BASED ON A PERCENTAGE INTEREST
YOUR HONOR, AS I MENTIONED BEFORE THE BREAK THE
ATTORNEYS' FEES THAT WILL BE PAID BY THE SETTLING PARTIES
WILL COME FROM THE SETTLING PARTIES, WILL NOT BE CHARGED
TO THE ATTORNEY GENERAL ON BEHALF OF THE CHARITABLE TRUST,
AND, OF COURSE, THE ATTORNEY GENERAL HAS NO ATTORNEYS'
FEES THAT WOULD BE CHARGED AGAINST THE CHARITABLE TRUST
ANY ATTORNEYS' FEES THAT, ULTIMATELY, WOULD IMPACT THE
CHARITABLE TRUST, ANY FEES WOULD BE THOSE CREATED BY THE
PERSONAL REPRESENTATIVES AND TRUSTEES AND THEIR COUNSEL
NOW, WE ALSO AGREED THAT THE WILL AND TRUST CONTEST
WOULD BE BE DISMISSED BY BOTH MS BROWN AND MR LEVENSON'S
CLIENTS, AND, SO, OTHER THAN THE ISSUE OF WHAT THE CHARITY
ENDS UP WITH THE ESSENCE OF MR BROWN'S ESTATE PLAN IS

MAINTAINED AS THE FIDUCIARIES HAVE CLAIMED IS HIS ESTATE PLAN OF COURSE, YOUR HONOR, WE BELIEVE THAT WE HAD ABSOLUTE GOOD FAITH REASONS TO DISPUTE THE VALIDITY OF THESE DOCUMENTS CREATING A 2000 WILL AND TRUST AS WELL AS OTHER REASONS THAT I'LL GET INTO MORE DETAIL ABOUT IN JUST A MINUTE

(STATEMENT BY MR MEDLIN)

YOUR HONOR, WE BELIEVE THIS SETTLEMENT AGREEMENT EFFECTIVELY RESOLVES ALL LITIGATION AMONG THE BENEFICIARIES AND POTENTIAL BENEFICIARIES, NOT ONLY AT THE STATE COURT LEVEL BUT AT THE FEDERAL LEVEL AND THE INTERNATIONAL LEVEL BECAUSE THERE MAY BE INTERNATIONAL FEDERAL -- INTERNATIONAL COPYRIGHT ISSUES AS WELL THE ONLY LITIGATION THAT WILL REMAIN AS WE SEE IT, YOUR HONOR, WILL BE LITIGATION THAT TAKES PLACE -- AND I HATE TO USE THIS TERM, BUT I WANT TO USE IT IN A TYPICAL ESTATE ADMINISTRATION -- CLAIMS FOR AND AGAINST THE ESTATE BY THIRD PARTIES THE BENEFICIARIES HAVE RESOLVED ALL OF THEIR DISPUTES EVEN THE SO-CALLED NON-SETTLING PARTIES -- MR GRIFFIN'S CLIENTS AND MR BARR'S CLIENTS -- HAVE STIPULATED BACK IN MARCH, I BELIEVE IT WAS, THAT THEY UNDERSTAND THAT WE'RE NOT TRYING TO IMPOSE ON THEIR RIGHTS, BUT, YOUR HONOR, WE THINK THAT THE ONLY ISSUE THAT'S GOING TO ARISE WITH THEM IS GOING TO BE AS TO THEIR RIGHTS, IF ANY, TO THE FEDERAL COPYRIGHT TERMINATION RIGHTS

THE ONLY OTHER REMAINING LITIGATION, YOUR HONOR, THAT WE FORESEE IF THIS SETTLEMENT IS APPROVED IS THE PROMISED APPEAL FROM MRS POPE AND MR BUCHANAN WHO TESTIFIED UNDER OATH, YOUR HONOR, THAT THERE WAS NOT A GOOD FAITH CONTROVERSY AND THAT THERE WAS NOT ENOUGH EVIDENCE TO COME TO A SETTLEMENT AT THIS STAGE, AND, YET, YOUR HONOR, LAST

FRIDAY THEY MADE AN OFFER OF SETTLEMENT NOW, I DON'T UNDERSTAND HOW THAT CAN HAPPEN WHEN THEY HAVE BEEN TELLING US THAT WE DIDN'T HAVE THE GROUNDS TO CREATE A SETTLEMENT, AND, YET, THEY TAKE THE POSITION NOW THAT THEY CAN PROPOSE A SETTLEMENT MAYBE THEY HAVE NOW DECIDED THERE IS A GOOD FAITH CONTROVERSY

MR BAILEY YOUR HONOR, I OBJECT TO THIS THIS WAS NOT ANYTHING THAT WAS BROUGHT OUT IN THE HEARINGS THROUGHOUT

MR MEDLIN YOUR HONOR, THIS WAS MAILED --

MR BAILEY AND THIS IS SETTLEMENT NEGOTIATIONS AND SHOULD NOT BE DISCUSSED IN THIS MANNER

THE COURT WELL, RULE 68, OFFER OF COMPROMISE

MR MEDLIN YOUR HONOR, THEY MAILED YOU A COPY

MR BAILEY NO, WE DID NOT MAIL A COPY OF IT TO THE COURT IT APPARENTLY WAS FILED, BUT NOT PRESENTED TO THE COURT

THE COURT WELL, IT WAS SENT TO ME I'LL JUST PUT IT LIKE THAT I'VE GOT IT ALL RIGHT IT HAS NOT BEEN

BROUGHT UP IN THE HEARINGS SO, MOVE ALONG

MR MEDLIN ALL RIGHT, YOUR HONOR AGAIN, THE ONLY PARTIES WHO HAVE AN INTEREST IN DETERMINING WHETHER THERE SHOULD BE A SETTLEMENT HAVE SETTLED THE PERSONAL REPRESENTATIVES AND TRUSTEES HAVE INPUT UNDER THE LAW AS WE HAVE DISCUSSED, YOUR HONOR, ON NUMEROUS OCCASIONS BUT

THEY DO NOT HAVE A VOTE THEY DO NOT HAVE VETO SECTION 62-3-1101 AND 3-1102 ARE CLEAR ABOUT THAT THE COMMENT TO THE UNIFORM PROBATE CODE SAYS THERE IS A REASON FOR THAT -- THAT WE DON'T WANT FIDUCIARIES TO HAVE A VOTE BECAUSE THEY MAY HAVE A CONFLICT OF INTEREST IN WANTING TO MAINTAIN LITIGATION TO BE ABLE TO PROMULGATE FEES, ET CETERA

NOW, LET ME JUST IF I MAY MENTION THE MORAN CASE THE MORAN CASE IS NOT AN -- EXCUSE ME, IT IS AN APPOSITE, YOUR HONOR, TO THIS SITUATION IN THE MORAN CASE THE TRUSTEE AGREED TO THE SETTLEMENT IT WAS THE BENEFICIARY UNIVERSITY OF SOUTHERN CALIFORNIA THAT ARGUED THAT IT HAD TO APPROVE THE SETTLEMENT, AND OUR COURT SAID THAT IF THE TRUSTEE IS ON BOARD, THEN THE BENEFICIARY IS REPRESENTED THE BENEFICIARY HAS A VOICE, BUT THE BENEFICIARY DOESN'T HAVE A VOTE, DOESN'T HAVE A VETO IT'S NOT AT ALL LIKE THIS SITUATION, YOUR HONOR, WHERE WE DON'T HAVE THE CONSENT OF THE TRUSTEES AND THE PERSONAL REPRESENTATIVES SO, MORAN HAS NOTHING TO DO WITH CHANGING WHAT SECTION

62-3-1102 CLEARLY SAYS

NOW, YOUR HONOR, WITH RESPECT TO OUR REQUEST THAT THE FIDUCIARIES BE REPLACED AS PART OF OUR SETTLEMENT AGREEMENT WE WOULD SUGGEST THAT THE FIDUCIARIES HAVEN'T SHOWN THAT THEY UNDERSTAND THE DIFFERENCE BETWEEN PROTECTING THE ESTATE WHICH IS THEIR CHARGE AND THE ESTATE

PLAN WHICH IS WHAT THEY CLAIM TO BE THE DOCUMENTS THAT ARE VALID AND BINDING UNDER THIS 2000 IRREVOCABLE TRUST AND WILL, AND AT SOME POINT, YOUR HONOR, WHEN THERE IS ENOUGH SMOKE THERE IS FIRE YOU MAY NOT AS A FIDUCIARY BE REQUIRED TO PROTECT AN ESTATE PLAN, BUT YOU ALWAYS HAVE TO PROTECT THE ESTATE

IN FACT, IN THIS CASE WE WOULD ARGUE THAT BLINDLY PROTECTING THE ESTATE PLAN AND TRYING TO SCUTTLE THIS SETTLEMENT WILL ACTUALLY WRECK THE ESTATE BECAUSE OF ALL OF THE LITIGATION THAT WILL TAKE PLACE THAT WE DISCUSSED AT THE LAST CONVENING OF THIS HEARING YOUR HONOR, THEY SAY THAT THEIR DUE PROCESS RIGHTS ARE BEING TRAMPLED UPON WELL, YOUR HONOR, I AM NOT AWARE THAT FIDUCIARIES HAVE THOSE KINDS OF DUE PROCESS RIGHTS FIDUCIARIES ARE SUPPOSED TO SERVE THE BENEFICIARIES, AND I THINK ONE OF THE PROBLEMS IN THIS CASE IS THAT THERE IS EVIDENCE THAT EVERY FIDUCIARY WHO'S BEEN SERVING SO FAR FEELS LIKE THEY'RE EMPOWERED TO DO WHAT THEY WANT TO DO, THAT THE ESTATE IS THEIRS, AND THAT THERE IS NO RECOGNITION OF WHAT

THE BENEFICIARIES WANT TO DO
AN ESTATE AND TRUST -- THEY'RE ALL ABOUT
BENEFICIARIES FIDUCIARIES ARE THERE TO SERVE, NOT TO TRY
TO HARM THE EVENTUAL BENEFICIAL SETTLEMENT OF A CASE
BECAUSE THEY CLAIM THEIR DUE PROCESS RIGHTS ARE BEING
TRAMPLED UPON IF THEY HAD DUE PROCESS RIGHTS, YOUR

HONOR, YOU WOULDN'T HAVE THE POWER UNDER THE PROBATE AND
THE TRUST CODE TO REMOVE THEM SUMMARILY OR TO APPOINT
SUBSTITUTES TO RESTRAIN THEM, ET CETERA SO, YOUR HONOR,
THE DUE PROCESS ARGUMENT I DON'T THINK CAN BE GIVEN ANY
KIND OF WEIGHT
THE SETTLEMENT ASKS FOR THE REPLACEMENT OF THE
FIDUCIARIES WITH A SUCCESSOR PROFESSIONAL FIDUCIARY NOW,
WE BELIEVE YOU HAVE THE POWER TO DO THAT IN A COUPLE OF
WAYS FIRST OF ALL, BY APPROVING THE SETTLEMENT WHATEVER
MR BROWN'S DOCUMENTS SAID ABOUT REPLACING FIDUCIARIES,
THAT CAN BE AMENDED FOR PURPOSES OF THIS SETTLEMENT THAT
IS THE VERY PURPOSE OF APPROVING A SETTLEMENT WHICH MAY
CHANGE SOME OF THE STATED PROVISIONS OF A DOCUMENT
SECONDLY, IF YOU APPROVE A SETTLEMENT, THE OPERATIVE
DOCUMENTS GIVE THE ATTORNEY GENERAL OF SOUTH CAROLINA THE
RIGHT TO APPOINT, REMOVE, AND REPLACE THE TRUSTEE, THE
FIDUCIARIES IN THIS CASE YOUR HONOR, IF WE DON'T DO
THAT, THEN WE HAVE ALREADY PETITIONED FOR THE REMOVAL OF
THE FIDUCIARIES THAT'S DOWN THE LINE AND, HOPEFULLY,

THAT'S NOT SOMETHING WE'LL EVER HAVE TO GET TO, BUT WE WILL HAVE TO GET TO THAT IF THE FIDUCIARIES AREN'T REPLACED AS PART OF THE APPROVAL OF THIS SETTLEMENT

NOW, THERE ARE A COUPLE OF WAYS THAT WE CAN DO THAT WE CAN ARGUE UNDER SECTION 62-7-706 THAT IF ALL OF THE QUALIFIED BENEFICIARIES INCLUDING THE ATTORNEY GENERAL

ASKS FOR A REPLACEMENT OF THE FIDUCIARIES THEN YOUR HONOR HAS THE POWER TO REPLACE THE FIDUCIARIES WITHOUT CAUSE, WITHOUT FINDING ANY FAULT ON BEHALF OF THE FIDUCIARIES, AND, YOUR HONOR, OUR SETTLEMENT APPROVAL DOESN'T ASK FOR A FINDING OF ANY FAULT ON BEHALF OF THE FIDUCIARIES WE JUST SIMPLY ASK THAT THEY BE REPLACED SO, THERE IS A SEPARATE LEGAL MECHANISM TO DO THAT EVEN IF WE DON'T HAVE THAT AS PART OF OUR SETTLEMENT APPROVAL, BUT IT WOULD BE INEFFICIENT AND UNNECESSARY TO HAVE TO GO THROUGH THAT

YOUR HONOR, IT DOESN'T MATTER WHETHER THE SETTLEMENT IS APPROVED OR NOT IF THE SETTLEMENT ISN'T APPROVED, THEN THE ATTORNEY GENERAL ACCORDING TO MRS POPE AND MR BUCHANAN ON BEHALF OF THE CHARITIES WOULD BE THE PRIMARY BENEFICIARIES THE ATTORNEY GENERAL WANTS THE FIDUCIARIES REPLACED EITHER WAY SO, THAT'S AN ISSUE WE'RE NOT GOING TO AVOID, AND THEN FINALLY, YOUR HONOR, AT SOME POINT IF WE HAVE TO WE WILL DISCUSS WHETHER THERE IS CAUSE FOR REMOVAL WE DON'T WANT TO DO THAT, YOUR HONOR SO, HOPEFULLY, BY APPROVING THIS SETTLEMENT WE'LL AVOID

20 THAT PROBLEM

21 NOW, IT'S VERY IMPORTANT TO US FOR ANY NUMBER OF

22 REASONS THAT WE REPLACE THE FIDUCIARIES AS A PART OF THE

23 SETTLEMENT AGREEMENT, BUT THE MOST IMPORTANT REASON, YOUR

24 HONOR, IS THEY'VE ALREADY SAID THAT THEY'RE GOING TO

25 APPEAL ANY APPROVAL OF THE SETTLEMENT AT THAT POINT THEY

1 HAVE AN IRRECONCILABLE CONFLICT OF INTEREST THEY CAN'T

2 SERVE AS BENEFICIARIES UNDER AN APPROVED -- THEY CAN'T

3 SERVE THE BENEFICIARIES UNDER AN APPROVAL SETTLEMENT

4 AGREEMENT IF THEY'RE OPPOSING THE VERY SETTLEMENT

5 THE FIDUCIARIES HAVE ARGUED THAT DEANNA HAD A

6 CONFLICT OF INTEREST AND LOST HER RIGHT TO SERVE AS

7 TRUSTEE BECAUSE SHE BROUGHT A TRUST CONTEST THAT'S THE

8 VERY SAME IDEA, YOUR HONOR, THAT WE SUGGEST AS A PROBLEM

9 IF THE SETTLEMENT IS APPROVED AND THE FIDUCIARIES AREN'T

10 REPLACED THEY WILL BE IN AN IRRECONCILABLE CONFLICT OF

11 INTEREST SITUATION THE ESTATE WILL NOT BE ABLE TO MOVE

12 FORWARD IN THAT CASE

13 NOW, YOUR HONOR, WE THINK THERE ARE ANY NUMBER OF

14 REASONS TO APPROVE THIS SETTLEMENT AND WE'VE TALKED ABOUT

15 A LOT OF THOSE OVER THE LAST EIGHT DAYS OF TESTIMONY AND

16 ARGUMENT, AND I WOULD LIKE THE COURT'S INDULGENCE I'LL

17 GET INTO SOME OF THOSE AS BRIEFLY AS I CAN, BUT THERE IS

18 REALLY A KERNEL OF AN ISSUE HERE, AND THE ISSUE IS WHETHER

19 THE CHARITABLE BENEFICIARIES GOT ENOUGH OUT OF THE

SETTLEMENT

YOUR HONOR, I DON'T THINK THAT WHAT MY CLIENT GOT VIS-A-VIS MR LEVENSON'S CLIENTS AND MR BELL'S CLIENT WOULD BE SOMETHING OF A CONCERN AS TO THE REASONABLENESS OF A SETTLEMENT THE CONCERN IS WHETHER THE CHARITABLE BENEFICIARIES ARE GETTING ENOUGH UNDER THE SETTLEMENT TO

ANSWER THE KERNEL OF THAT QUESTION, YOUR HONOR, WE SUGGEST THERE ARE TWO QUESTIONS THAT NEED TO BE ASKED

FIRST OF ALL, IS THE SOUTH CAROLINA ATTORNEY GENERAL QUALIFIED TO REPRESENT THE CHARITABLE BENEFICIARIES? YOUR HONOR, THE LAW SAYS SO MR JONES WILL ADDRESS THAT, I BELIEVE, IN A LITTLE MORE DEPTH WHEN HE ADDRESSES THE COURT WE FOUND NO LAW TO THE CONTRARY, YOUR HONOR, THAT THE ATTORNEY GENERAL DOESN'T HAVE THE POWER TO REPRESENT CHARITABLE BENEFICIARIES

SECOND SIMPLE QUESTION, IF THE ATTORNEY GENERAL DOES HAVE THAT POWER, HAS THE ATTORNEY GENERAL DONE ITS JOB? UNLESS THE ATTORNEY GENERAL EITHER DOESN'T HAVE THE POWER TO REPRESENT THE CHARITABLE BENEFICIARIES OR HASN'T DONE ITS JOB, HASN'T DONE ITS DUE DILIGENCE, THEN THE ANSWER TO THE SIMPLE ISSUE WHICH IS ARE THE CHARITIES BEING TREATED REASONABLY IS YES THE ATTORNEY GENERAL HAS STATED IN THIS COURT -- THE ATTORNEY GENERAL'S OFFICE HAS STATED IN THIS COURT THAT THE ATTORNEY GENERAL'S OFFICE BELIEVES THE CHARITIES HAVE DONE VERY WELL UNDER THIS SETTLEMENT, AND,

YOUR HONOR, WE'LL TALK ABOUT THAT IN A LITTLE MORE DETAIL AS WELL

AS I UNDERSTAND THE ARGUMENT OF THE FIDUCIARIES THEY SOMEHOW ARGUE THEY CAN BIND THE CHARITIES BUT NOT THE ATTORNEY GENERAL YOUR HONOR, THAT'S JUST ABSURD AS A GENERAL PRINCIPAL, BUT ESPECIALLY IN LIGHT OF 62-3-1102,

AND, AGAIN, THE COMMENT TO THE UNIFORMED VERSION WHICH CAN BE INCORPORATED INTO A SOUTH CAROLINA COURT'S DETERMINATION THAT THEY DON'T HAVE A VOTE AND THERE IS A REASON THEY DON'T HAVE A VOTE

NOW, IF THEY DON'T HAVE A VOTE AND THEY CAN'T REPRESENT -- THEN THEY CAN'T REPRESENT BENEFICIARIES WITH RESPECT TO THAT DETERMINATION THERE ARE ONLY TWO PEOPLE WHO CAN DO THAT, YOUR HONOR ONE IS THE ATTORNEY GENERAL OF SOUTH CAROLINA AND THE OTHER, OF COURSE, IS YOUR HONOR

THE COURT HOLD ON ONE SECOND

MR MEDLIN YOUR HONOR, ONE OF THE PRIMARY BENEFITS OF THIS SETTLEMENT AGREEMENT IS THAT IT UNIFIES MR BROWN'S FAMILY IN HONORING HIS LEGACY TO DENY THAT UNITY, YOUR HONOR, WE WOULD SUGGEST DISPARAGES THE LEGACY OF MR BROWN AND WHICH IS A PRIMARY IMPORTANCE TO THE SETTLING PARTIES, THE FAMILY MEMBERS, AND THE ATTORNEY GENERAL OF SOUTH CAROLINA

YOUR HONOR, THE FIDUCIARIES HAVE ARGUED THAT THERE IS IMPROPER NOTICE, THAT WE DON'T HAVE ALL OF THE PARTIES

INVOLVED, AND A LOT OF THAT GOT DISCUSSED WHEN
MR BUCHANAN WAS TESTIFYING, BUT I WOULD LIKE TO WRAP ALL
OF THAT UP AS BRIEFLY AS POSSIBLE BECAUSE THERE ARE A
NUMBER OF REASONS WHY THAT IS NOT AN APPROPRIATE ISSUE
HERE ALL OF THE PARTIES ARE REPRESENTED AS I'LL EXPLAIN
IN MORE DETAIL IN JUST A MINUTE, BUT, YOUR HONOR, EVEN IF

THEY WEREN'T, THE PROBATE CODE ALLOWS A SETTLEMENT AMONG
FEWER THAN ALL THE PARTIES TO A DISPUTE JUST LIKE THE LAW
GENERALLY ALLOWS A SETTLEMENT AMONG FEWER THAN ALL THE
PARTIES TO A DISPUTE AS LONG AS THEY'RE NOT ADVERSELY
AFFECTING ANYONE ELSE'S INTEREST, THEN FEWER THAN ALL
PARTIES CAN COME TO A SETTLEMENT, AND THE ONLY INTEREST
THAT ARGUABLY WAS ADVERSELY AFFECTED ACCORDING TO THE
FIDUCIARIES WAS THE INTEREST OF THE CHARITABLE
BENEFICIARIES BUT THE ATTORNEY GENERAL IS A PARTY TO THE
SETTLEMENT AND, AGAIN, UNLESS YOUR HONOR DECIDES THAT THE
ATTORNEY GENERAL CANNOT REPRESENT CHARITABLE
BENEFICIARIES, THEN THE CHARITABLE BENEFICIARIES ARE
PARTIES AND SO THEIR INTEREST AREN'T AFFECTED BECAUSE
THEY'RE OUTSIDE OF THE SETTLEMENT THEY ARE WITHIN THE
SETTLEMENT
AS YOUR HONOR HAS HIMSELF RECOGNIZED FROM THE BENCH
THE PROBATE CODE DEFINES SUCCESSORS BROADLY AS ANYBODY WHO
MIGHT TAKE UNDER THE WILL OR UNDER THE ESTATE SO THAT
WOULD EVEN INCLUDE SOMEBODY WHO IS ENTITLED TO A SPOUSAL

SHARE OR AN OMITTED CHILD'S SHARE WE'VE STATED TO YOUR HONOR THAT WHEN WE PROPOSED OUR SETTLEMENT WE HAVE NO INTENTIONS OF NOT ONLY IMPACTING THE RIGHTS OF NON-SETTLING PARTIES WHO MIGHT BE BENEFICIARIES BUT ALSO CREDITORS AND TAXING AUTHORITIES WE UNDERSTAND THE ADMINISTRATION OF THE ESTATE HAS TO GO FORWARD WE

(STATEMENT BY MR MEDLIN)

UNDERSTAND THAT THE LAW PROVIDES A SYSTEM FOR PAYING CREDITORS WHOSE CLAIMS ARE PROPERLY ALLOWED WE UNDERSTAND THAT THE TAXING AUTHORITIES ARE GOING TO GET PAID THE TAXES THAT MIGHT BE OWED

SO, WE'RE NOT TRYING TO INTERFERE WITH ALL OF THAT WE'RE JUST TRYING TO AGREE AMONG OURSELVES THIS IS A FAIR SETTLEMENT BUT THE BENEFIT OF THAT, YOUR HONOR, AS I SAID IS THAT IT MOOTS THE ISSUES THAT HAVE CONSUMED THIS COURT WITH LITIGATION OVER THE LAST COUPLE OF YEARS THE WILL AND TRUST CONTEST GO AWAY ELECTED SHARE AND OMITTED SPOUSE'S SHARE AND OMITTED CHILD'S SHARE ISSUES BECOME MOOT THE WILL AND TRUST ARE UPHELD AGAIN, THE ONLY DIFFERENCE IS WE CARVE OUT A LITTLE DIFFERENT ALLOCATION AMONG THE PARTIES, BUT THAT ALLOCATION ALSO INCLUDES OTHER RIGHTS THAT I'LL DISCUSS THAT MAY, IN FACT, END UP GIVING THE CHARITABLE BENEFICIARIES MORE THAN THEY WOULD HAVE GOTTEN EVEN IF THE ATTORNEY GENERAL PREVAILED ON ALL OF THE ISSUES BEFORE IT, BUT, YOUR HONOR, WE BELIEVE ALL OF THE PARTIES ARE REPRESENTED

AGAIN, RECITING THE TESTIMONY OR RECALLING THE TESTIMONY THROUGH MR BUCHANAN, THE PROBATE CODE IN SEVERAL PLACES BOTH IN THE PROBATE PART, THE OLDER PART, AND THE NEW TRUST CODE PART PROVIDES THAT TRUSTEES AND PERSONAL REPRESENTATIVES REPRESENT AND BIND THE BENEFICIARIES EXCEPT FOR THOSE WHO HAVE A CONFLICT OF

INTEREST, AND I RECALL TESTIMONY THAT THE FIDUCIARIES DON'T THINK THEY HAVE A CONFLICT OF INTEREST WITH THE BENEFICIARIES I WOULD HOPE THEY DON'T BECAUSE IF THEY'VE ADMITTED TO THAT, THEN I THINK WE'VE GOT SOME PROBLEMS

SO, WE START WITH THE ASSUMPTION THAT THERE IS NO SUCH CONFLICT OF INTEREST SO, HOW COULD SOMEBODY TAKE FROM THE PROBATE ESTATE OF JAMES BROWN? THEY CAN EITHER TAKE UNDER THE 2000 WILL OR THEY CAN TAKE UNDER THE 1999 WILL OR THEY CAN TAKE UNDER ANY PRIOR WILL THAT WASN'T PRESENTED TO THE COURT OR THEY CAN TAKE IT UNDER INTESTACY WELL, WE'VE ONLY HAD TWO WILLS PROPOUNDED TO THIS COURT AND EVEN IF THERE WERE OTHER WILLS MRS POPE AND MR BUCHANAN WERE NOT APPOINTED AS FIDUCIARIES FOR THOSE WILLS THEY WERE APPOINTED AS FIDUCIARIES FOR THE ESTATE WHETHER ONE WILL IS VALID OR NOT OR WHETHER HE DIES INTESTATE THEY ARE ARE FIDUCIARIES, PERSONAL REPRESENTATIVES FOR THE ENTIRE ESTATE

SO, ANY BENEFICIARY WHO WOULD TAKE UNDER ANY MATTER A PROBATE ASSET OF MR BROWN THEY'VE BEEN REPRESENTED BY THE

FIDUCIARIES WHO REGARDLESS OF THEIR CLAIMS ABOUT NOTICE
HAVE CERTAINLY PARTICIPATED IN THIS LENGTHY HEARING AND
CONVERSATION THE SAME IS TRUE FOR ANY BENEFICIARY WHO
WOULD TAKE UNDER A TRUST NOW, THE CHARITABLE
BENEFICIARIES ARE CLEARLY REPRESENTED BY THE ATTORNEY
GENERAL OF SOUTH CAROLINA ANY OTHER BENEFICIARIES THAT

MIGHT SOMEHOW HAVE A BENEFIT UNDER THE TRUST -- ALTHOUGH I
DON'T KNOW WHO THEY WOULD BE OTHER THAN THE GRANDCHILDREN
WHO ARE ALSO REPRESENTED IN THIS AND OTHER WAYS -- THEY
ARE REPRESENTED BY THE TRUSTEES OF THE TRUST IF THE 2000
TRUST IS VALID, MRS POPE AND MR BUCHANAN BY LAW NOTICE
TO THEM IS NOTICE TO THE BENEFICIARIES
    WE'VE HAD MR DALLAS AND MR BRADLEY AND MR CANNON
REPRESENTED IN THIS HEARING THEY WERE SOME OF THE
TRUSTEES OF THE '99 TRUST IF VALID THEY WOULD,
THEREFORE, BY LAW REPRESENT ANY BENEFICIARY WHO WOULD TAKE
UNDER THAT TRUST WE HAVE MINOR GRANDCHILDREN WHO MIGHT
TAKE UNDER THE PRIVATE EDUCATION TRUST THEY ARE
REPRESENTED BY THEIR PARENTS AS THE PROBATE CODE
RECOMMENDS THERE IS NO CONFLICT OF INTEREST ON THAT
ISSUE THERE WHICH IS THE ONLY EXCEPTION TO A PARENT BEING
ABLE TO BIND A MINOR CHILD FOR PURPOSES OF SETTLEMENT
BECAUSE IT DOESN'T CUT INTO WHAT THE PARENTS WOULD
OTHERWISE TAKE BECAUSE THEY HAVE AGREED TO KEEP INTACT THE
VERY AMOUNT THAT THE FIDUCIARIES CLAIM IS MR BROWN'S

INTENT FOR THAT TRUST -- $2 MILLION BASED ON A FORMULA TIED TO THE GENERATION-SKIPPING TRANSFER TAX

THERE IS ALSO THE DOCTRINE OF VIRTUAL REPRESENTATION WHERE IF YOU HAVE SOME OF A GROUP WITH AN IDENTITY OF INTEREST WITH OTHERS, THEN THOSE WHO ARE PARTIES OR WHO ARE PARTICIPANTS BIND THOSE WHO AREN'T IN FACT, UNDER

THE TRUST CODE THERE ARE PROVISIONS FOR AGREEING TO A MODIFICATION OF A TRUST UNDER SECTION 62-7-411 WHERE, YOUR HONOR, YOU CAN APPROVE AN AGREEMENT TO MODIFY THE TRUST EVEN IF ALL OF THE BENEFICIARIES DON'T CONSENT AS LONG AS THEIR INTERESTS ARE ADVERSELY AFFECTED

IN ANY NUMBER OF WAYS THOSE GRANDCHILDREN ARE REPRESENTED THERE IS NOBODY ELSE, YOUR HONOR, WHO COULD HAVE AN INTEREST UNDER A TRUST OR UNDER THE PROBATE ESTATE WHO ISN'T REPRESENTED IN SOME WAY UNDER THOSE RULES OF THE PROBATE CODE LET ME DIGRESS JUST A LITTLE BIT TO TALK ABOUT THE ARGUMENT THAT USC AIKEN AND VOORHEES, ET CETERA, HAVE TO BE NAMED AS -- AND SALKEHATCHIE HAVE TO BE NAMED AS PARTIES

FIRST OF ALL, IF THE 1999 TRUST IS VALID, THE FIDUCIARIES HAVE DONE NOTHING TO PURSUE THAT WHICH IS PROBLEMATIC, YOUR HONOR, BUT IF IT IS VALID, FIRST OF ALL, THEY ARE NOT THE CHARITABLE BENEFICIARIES AS MR BUCHANAN HIMSELF ADMITTED FROM THE STAND IT IS THE STUDENTS WHO WOULD GO TO THOSE SCHOOLS WHO ARE THE CHARITABLE

BENEFICIARIES UNDER THE ARGUMENT THAT WE WOULD HAVE TO NAME THOSE THREE COLLEGES UNDER THE '99 TRUST BECAUSE STUDENTS COULD MATRICULATE THERE, UNDER THAT ANOLOGY WE WOULD HAVE TO NAME EVERY EDUCATIONAL INSTITUTION IN THE STATE OF SOUTH CAROLINA AND GEORGIA BECAUSE UNDER THE 2000 TRUST STUDENTS COULD MATRICULATE THERE

(STATEMENT BY MR MEDLIN)

AS WAS EVIDENCED BY TESTIMONY, YOUR HONOR, THE FIDUCIARIES DIDN'T BOTHER TO NAME USC AIKEN, SALKEHATCHIE, VOORHEES, ADVISORY BOARD MEMBERS OR ANYBODY ELSE WHENEVER THEY WANTED SOMETHING IF THEY WANTED TO GET THEIR FEES APPROVED AND THEY GOT AN ORDER APPROVED, THEY DIDN'T NAME ANY OF THOSE PEOPLE IF THEY WANTED TO SELL THE CHRISTIE'S PROPERTY TO HELP PAY THEIR FEES, THEY DIDN'T NAME ANY OF THOSE PEOPLE THEY'RE FILING DOCUMENTS AS RECENTLY AS FRIDAY AND THEY'RE NOT NAMING THOSE PEOPLE YET, THEY SAY THAT OUR AGREEMENT IS DEFECTIVE BECAUSE WE DIDN'T NAME THOSE PEOPLE AGAIN, IT'S REALLY IMMATERIAL BECAUSE EVEN IF THOSE THREE SCHOOLS WERE BENEFICIARIES THEY ARE REPRESENTED BY THE TRUSTEES OF THE 1999 TRUST WHO ARE PARTICIPATING IN THIS ACTION

YOUR HONOR, ANOTHER ISSUE WITH NOTICE IS THAT YOU SIGNED AN ORDER FOR PUBLICATION AS I RECALL, AND, SO, WE'VE GOT THE PUBLICATION NOTICE ON TOP OF THAT FOR ALL OF THOSE REASONS, YOUR HONOR, WE DON'T THINK NOTICE IS AN ISSUE WE THINK ALL OF THE PARTIES ARE REPRESENTED AT

THIS HEARING

NOW, YOUR HONOR, I'VE BORED THE COURT WITH THIS DISCUSSION ON AT LEAST A COUPLE OF OTHER OCCASIONS AND I AM GOING TO TRY TO GO THROUGH THIS PART A LOT MORE QUICKLY, BUT IT'S A DISCUSSION OF WHY THERE IS A GOOD FAITH CONTROVERSY AND WHY THIS SETTLEMENT IS FAIR AND

REASONABLE WE GOT A WILL AND TRUST CONTEST BROUGHT BOTH BY MR LEVENSON'S CLIENTS AND BY MY CLIENT ALLEGING THAT THE WILL IS INVALID

NOW, ONE OF THE ARGUMENTS THAT COULD BE MADE BUT THE CHILDREN AND MRS BROWN WANT TO AVOID DISCUSSING IS THE ISSUE OF MENTAL CAPACITY, BUT NEVERTHELESS ANYTIME THERE IS A QUESTION ABOUT VALIDITY, THAT COULD BE AN ISSUE IF I MIGHT JUST ADD, YOUR HONOR, THE RUSSELL CASE INVOLVING JUDGE RUSSELL IS HARDLY CONTROLLING HERE YOUR HONOR, IF YOU'RE FAMILIAR WITH THAT CASE JUDGE RUSSELL -- SOME OF JUDGE RUSSELL'S FAMILY TRIED TO OVERTURN THE TRUST AND WILL AS I RECALL THE CASE JUDGE RUSSELL WAS SITTING ON THE FOURTH CIRCUIT COURT OF APPEALS UP TO A FEW WEEKS BEFORE HE DIED AND LONG AFTER THE ALLEGED PROBLEMS WITH THE VALIDITY OF THE DOCUMENTS

IT PROBABLY GOES WITHOUT SAYING THAT THAT DISTINGUISHED GENTLEMAN WHO WAS STILL PARTICIPATING IN DECISIONS FROM THE FOURTH CIRCUIT COURT OF APPEALS WAS COMPETENT TO MAKE A WILL AND NOT SUBJECT TO UNDUE

INFLUENCE, NOT THAT HE COULDN'T BE, BUT IN JUDGE RUSSELL'S CASE ONE CAN UNDERSTAND WHY A COURT WOULD FIND THAT HE WAS NOT, AND IMAGINE, YOUR HONOR, IF THE COURT HAD FOUND THAT HE LACKED MENTAL CAPACITY OR HE WAS SUBJECT TO UNDUE INFLUENCE IMAGINE ALL THAT WOULD HAPPEN TO THOSE DECISIONS THAT HE HANDED DOWN IN THAT FINDING

(STATEMENT BY MR MEDLIN)

MR BROWN, ALTHOUGH AN ICON, WAS NOT A SITTING FEDERAL APPELLATE COURT JUDGE, AND, SO, IT'S AN ENTIRELY DIFFERENT CASE NO WILL HAS A RUDDER EVERY WILL CONTEST HAS ITS OWN FACTS AND CIRCUMSTANCES IN NO WAY IS RUSSELL CONTROLLING IN THIS PARTICULAR CASE

THE MAIN GRAVAMEN OF OUR CLAIM OF THE INVALIDITY OF THE WILL AND TRUST DEALT WITH UNDUE INFLUENCE, AND, YOUR HONOR, UNDUE INFLUENCE IS WHEN A PERPETRATOR FORCES SOMEONE TO DO THAT WHICH HE DID NOT WANT TO DO WITH RESPECT TO HIS ESTATE PLANNING DOCUMENTS NOW, I'M NOT AWARE OF ANY ABSOLUTE REQUIREMENT THAT THE PERPETRATOR BE A BENEFICIARY, BUT THAT REALLY DOESN'T MATTER IN THIS CASE BECAUSE OUR ARGUMENT IS THE PERPETRATORS WERE THE BENEFICIARIES MR DALLAS, MR BRADLEY, MR CANNON WERE GOING TO GET A TRUSTEE'S FEE AND A PERSONAL REPRESENTATIVE'S FEE, BUT, MORE IMPORTANTLY, THEY WERE GOING TO BE ALLOWED TO TAKE 50 PERCENT OF THE GROSS INCOME FOR MANAGEMENT FEES, AND, YOUR HONOR, I WOULD SUGGEST THE EVIDENCE SHOWS THAT THEY ALREADY DEMONSTRATED THEY KNEW

HOW TO DO THAT RIGHTLY OR WRONGLY DURING MR BROWN'S LIFETIME THROUGH THE CREATION OF COMPANIES, ET CETERA, IN WHICH THEY HAD SOME INVOLVEMENT

THE TESTIMONY OF THE FIDUCIARIES, YOUR HONOR, MISUNDERSTANDS THE ISSUE OF UNDUE INFLUENCE IT'S NOT A QUESTION ABOUT WHETHER MR BROWN TRUSTED THESE THREE

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GENTLEMEN THE QUESTION IS DID HE MISPLACE HIS TRUST IF YOU THAT SOMEBODY COULDN'T BE TRUSTED, YOU WOULDN'T PUT TRUST IN THEM AND THERE WOULD BE FAR FEWER UNDUE INFLUENCE CASES THAT'S THE GIST OF AN UNDUE INFLUENCE CASE SOMEBODY IS IN A POSITION TO ABUSE TRUST IN THE MAJORITY OF CASES THAT I'VE SEEN ACTUALLY ABUSES THE TRUST THIS IS EXACTLY WHAT MRS POPE AND MR BUCHANAN ACCUSED THOSE THREE GENTLEMEN OF DOING DURING MR BROWN'S LIFETIME -- THAT -- TO BE GROSS ABOUT IT, THAT THEY CHEATED AND TRICKED HIM

WHEN LOOKING AT UNDUE INFLUENCE YOU LOOK AT WHETHER THE PERPETRATOR HAS THE INCLINATION TO UNDULY INFLUENCE SOMEBODY AND YOU LOOK AT WHETHER THE TESTATOR OR SETTLOR WAS SUSCEPTIBLE TO THAT INFLUENCE THEY PROVED THEMSELVES BY THEIR OWN ALLEGATIONS THAT MR BROWN WAS SUSCEPTIBLE BECAUSE HE LET THEM DO IT TO HIM DURING HIS LIFETIME AND THAT THEY HAD THE INCLINATION TO DO IT BECAUSE ACCORDING TO THEM THEY DID IT TO HIM DURING HIS LIFETIME

THE FACT THAT THE FIDUCIARIES SAY, WELL, THE

50 PERCENT PROVISION DOESN'T HAVE ANY EFFECT BECAUSE THE SAVINGS CLAUSE WOULD ELIMINATE THAT BECAUSE IT WOULD CAUSE A PROBLEM WITH THE CHARITABLE DEDUCTION WHICH WE AGREE WITH IS IMMATERIAL IT'S NOT WHAT HAPPENS AFTER MR BROWN DIES IS THE ISSUE OF UNDUE INFLUENCE IT IS WHAT CAUSED THEM TO THINK THEY COULD EFFECT THE UNDUE INFLUENCE AND IF

THEY THOUGHT THEY COULD GET AWAY WITH THE 50 PERCENT PROVISION, THAT'S THE ISSUE AT THAT TIME -- NOT WHETHER IT COULD BE UNDONE LATER

I BELIEVE MR HERRING'S FILE IS IN EVIDENCE, YOUR HONOR, AND THERE'S BEEN DISCUSSION THAT LITTLE, IF ANY, CORRESPONDENCE OR COMMUNICATION TOOK PLACE BETWEEN MR HERRING DIRECTLY WITH MR BROWN MR BYRD DID PRODUCE A LETTER THAT I AM NOT SURE WE EVER ACTUALLY ESTABLISHED THE PROVENANCE OF WHERE THERE WAS A LETTER FROM MR HERRING SUPPOSEDLY TO MR BROWN SAYING IT WAS NICE MEETING YOU AND THAT LETTER WAS CREATED SEVERAL MONTHS BEFORE EVEN THE '99 DOCUMENTS WERE CREATED

WELL, YOUR HONOR, IF THAT'S THE ONLY LETTER IN THE FILE OR IF THERE ARE FEW LETTERS IN THE FILE, IT JUST ADDS FUEL TO THE FIRE THAT THERE WAS UNDUE INFLUENCE -- THAT THE DISCUSSION WAS GOING ON BETWEEN THOSE THREE GENTLEMEN AND THE DRAFTER OF THE WILL WHO, BY THE WAY, FROM THE FILE WILL BE SHOWN HAD A VERY CLOSE FRIENDSHIP WITH MR CANNON

NOW, I UNDERSTAND, YOUR HONOR, THAT SOME ESTATE

PLANNERS DEAL WITH LAWYERS WHO HAVE CLIENTS WHEN THE
LAWYER DOESN'T FEEL COMPETENT TO DRAFT A WILL OR A TRUST
IN FACT, I ADMONISH MY STUDENTS NEVER TO DO THAT WITHOUT
GETTING ASSOCIATED COUNSEL LIKE MR CARTER OR SOMEBODY WHO
IS A QUALIFIED PROFESSIONAL, BUT, YOUR HONOR, IF, IN FACT,
THE COUNSEL IS THE ONE BEING ACCUSED OF THE UNDUE

INFLUENCE, THERE IS NO REMOVAL OF THAT TAINT IT IS JUST
PART OF THE SAME ENTERPRISE SO, WHAT MIGHT GO ON IN A
REGULAR SITUATION CERTAINLY DOESN'T APPLY TO THIS
PARTICULAR SITUATION
THERE'S A BLANK, SIGNED, WITNESSED, ORIGINAL DEED IN
THAT BOX YOUR HONOR, I CAN'T THINK OF ANY REASON IN THE
WORLD WHY THERE WOULD BE A BLANK, UNSIGNED -- EXCUSE ME,
BLANK, SIGNED, WITNESSED DEED IN A FILE I AM NOT AWARE
WHY YOU WOULD EVER HAVE A CLIENT SIGN A DOCUMENT THAT WAS
BLANK UNLESS THE INTENT WAS TO FILL IT IN LATER WHICH JUST
FURTHERS OUR ARGUMENT, YOUR HONOR THERE IS ALREADY
EVIDENCE IN THE FILE OF IMPROPER ACTIVITY WITH RESPECT TO
MR BROWN I CAN'T YET THINK OF A REASON WHY THAT
DOCUMENT WOULD BE IN THE FILE OTHER THAN TO BE ANOTHER
SMOKING GUN
YOUR HONOR, IN ADDITION TO THE ISSUE OF THE VALIDITY
OF THE WILL AND THE TRUST, WE ALSO HAVE THE QUESTION OF
WHAT ASSETS ARE IN THE WILL OR CONTROLLED BY THE WILL AND
WHAT ARE ALREADY IN THE TRUST AND THIS IS A CRITICAL ISSUE

BECAUSE EVEN IF THE WILL AND TRUST CONTEST WERE
UNSUCCESSFUL MY CLIENT HAD A SPOUSAL SHARE CLAIM AND I'LL
TALK MORE ABOUT HER RIGHTS UNDER THAT IN JUST A LITTLE
BIT, BUT THERE COULD BE ANYWHERE FROM A THIRD AT A MINIMUM
TO 50 PERCENT AT A MAXIMUM OF THE PROBATE ASSETS OF
MR BROWN'S ESTATE

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NOW, GRANTED, IF THIS WERE AN IRREVOCABLE TRUST THAT
WAS PROPERLY FUNDED AND WE KNEW THE ASSETS THAT FUNDED IT,
THEN THOSE ASSETS WOULD NOT BE SUBJECT TO HER SPOUSAL
SHARE CLAIM, BUT WE'VE HAD TESTIMONY -- I DON'T THINK
THERE IS ANY QUESTION THAT IT IS VIRTUALLY IMPOSSIBLE TO
DETERMINE WHAT, IF ANYTHING, WAS IN THAT 2000 TRUST IN
FACT, WE HAD A SIGNED STIPULATION FROM THE THREE TRUSTEES
WHO SHOULD KNOW BETTER THAN ANYBODY THAT THE ONLY ASSETS
IN THAT TRUST WERE THE BEECH ISLAND PROPERTY AND $50
WHAT'S CRITICAL ABOUT THAT, YOUR HONOR, IS THAT
UNLESS THE ATTORNEY GENERAL CAN SHOW THAT THERE ARE OTHER
ASSETS IN THAT TRUST MY CLIENT IF SUCCESSFUL WITH HER
SPOUSAL CLAIM IS GOING TO GET A THIRD, UP TO A HALF OF
EVERYTHING BECAUSE THEY'RE IN THE PROBATE ESTATE EVEN IF
WE COULD SHOW THAT THE ASSETS WERE IN THE TRUST, WE HAVE
ANOTHER VERY GOOD ARGUMENT WE THINK ON BEHALF OF
MS BROWN WE HAD THE TESTIMONY OF THE THREE ORIGINAL
TRUSTEES WE HAD MRS POPE'S TESTIMONY THAT MR BROWN IS
A MAN WHO INSISTED ON CONTROL

THAT'S A DEEMED REVOCABLE TRUST, YOUR HONOR YOU CAN'T KEEP CONTROL OVER A TRUST AND YET SAY IT'S IRREVOCABLE THE SEAFORT AND THE DRAYER CASES ANALOGIZE TO THAT AND WE WOULD RIDE THE COATTAILS OF THOSE CASES AND AND MAKE THE ARGUMENT THAT EVEN IF WE COULD PROVE WHAT WAS IN THE IRREVOCABLE TRUST IT'S STILL SUBJECT TO THE SPOUSAL

SHARE CLAIM UNDER THE SEAFORT AND DRAYER DECISIONS

YOUR HONOR, WE ALSO HAVE RIGHTS THAT WOULD NOT BE IN THE ESTATE OR THE TRUST AND WE'LL TALK MORE ABOUT THOSE IN JUST A MINUTE -- TERMINATION RIGHTS AND PERHAPS IMAGE, PERSONA, AND LIKENESS RIGHTS THOSE WOULD ALL BE FOUGHT OVER AND MAYBE NEVER END UP IN THE HANDS OF THE CHARITABLE BENEFICIARIES OR AT LEAST WITH RESPECT TO THE SPOUSAL SHARE ONLY 50 PERCENT TO TWO-THIRDS OF THOSE

NOW, FROM DAY ONE MY CLIENT HAS BEEN VILIFIED SHE'S BEEN VILIFIED IN THIS COURTROOM AND SHE'S BEEN VILIFIED IN THE PRESS SHE'S BEEN CALLED ALL KIND OF NAMES I BELIEVE WE SHOWED, YOUR HONOR, THROUGH THE TESTIMONY OF MR BUCHANAN THAT ANY ARGUMENT THAT MRS BROWN IS NOT THE SURVIVING SPOUSE IS SPECIOUS WE HAVE A FAMILY COURT ORDER ISSUED BY THE CHARLESTON COUNTY FAMILY COURT AFTER IT FOUND THAT THE ALLEGED PREVIOUS HUSBAND MR AHMED WAS PROPERLY SERVED THROUGH PUBLICATION, BUT NEVERTHELESS PROPERLY SERVED WE HAVE A MARRIAGE CERTIFICATE AND A MARRIAGE LICENSE ISSUED BY THE PROBATE COURT OF AIKEN

THE FAMILY COURT OF CHARLESTON FOUND IN ITS ORDER AS A CONCLUSION OF LAW THAT MR AHMED HAD AN IMPEDIMENT TO ANY ATTEMPTED MARRIAGE TO TOMI RAE BROWN HE WAS ALREADY MARRIED AND AS MR BUCHANAN HIMSELF ADMITTED FROM THE STAND -- FOOTNOTE TWO OF THE LUKICH CASE AND COURT OF APPEALS DECISION NOT OVERTURNED BY THE SUPREME COURT

DECISION NOTICED THAT OBVIOUS EXCEPTION TO THE RULING IN LUKICH LUKICH WAS AN ENTIRELY DIFFERENT SITUATION IT WAS WHEN A MARRIAGE WAS ANNULLED LATER AND IT WASN'T GIVEN RETROACTIVE EFFECT AND THE LUKICH COURT SAID BUT, OF COURSE, OUR RULING DOESN'T APPLY TO A SITUATION WHERE THE FIRST MARRIAGE THAT WAS ALLEGED WAS NEVER VALID TO BEGIN WITH

WE'VE BEEN WANTING TO ARGUE THE LUKICH CASE TO YOUR HONOR FOR TWO YEARS THE FIDUCIARIES HAVE BEEN CLAIMING THAT IT CREATES A PROBLEM WE THOUGHT IT STAMPED OUR CASE IN CONCRETE I DON'T KNOW WHAT MORE WE NEED THERE IS ONLY ONE PERSON, YOUR HONOR, WHO CAN ARGUABLY COME IN AND CONTEST THAT ORDER -- ARGUABLY, YOUR HONOR, AND WE HAVE ALL LOOKED AT THAT AND THE ATTORNEY GENERAL CAN REFUTE THIS, BUT HE AND I TALKED ABOUT THIS A LOT -- I AM NOT EVEN SURE THAT HE'S GOT THE RIGHT TO DO IT AT THIS POINT

MR BUCHANAN ADMITTED IN HIS TESTIMONY FROM THE STAND THAT THE LUKICH OPINION SAYS THEY DON'T HAVE THE RIGHT TO DO IT NONE OF THE OTHER SETTLING PARTIES HAVE THE RIGHT

TO DO IT SO, WHO IN THE WORLD IS GOING TO ARGUE UNLESS MR AHMED SHOWS UP AND WE REALLY DON'T THINK THAT'S GOING TO HAPPEN MR JONES ALLUDED TO SOME PROBLEMS WITH MR AHMED IF HE DID SHOW UP AND IF THE COURT DID ALLOW HIM TO CONTEST THAT FINDING OF THE IMPEDIMENT TO THE MARRIAGE FROM THE CHARLESTON COUNTY FAMILY COURT WE'RE VERY

CONFIDENT, YOUR HONOR, HE WILL NOT MAKE A CREDIBLE WITNESS LET'S JUST LEAVE IT AT THAT

SO, OF ALL OF THE THINGS THAT WE'VE BEEN CONFIDENT IN SINCE DAY ONE -- ALTHOUGH, EVERYBODY -- MR BYRD'S CLIENTS, MR BELL'S CLIENTS, THE CURRENT FIDUCIARIES, THE ATTORNEY GENERAL, MR LEVENSON'S CLIENTS -- THAT'S BEEN ONE OF THEIR NUMBER ONE PRIORITIES LET'S GET TOMI RAE BROWN OUT OF THE WAY LET'S SHOW SHE'S NOT MARRIED NOBODY COULD DO IT THERE IS A REASON NOBODY COULD DO IT BECAUSE SHE HAD A VALID MARRIAGE TO MR BROWN

MR BROWN HIMSELF SAYS IN HIS AUTOBIOGRAPHY AFTER THE CONSENSUAL DISMISSAL OF THE ANNULMENT ACTION HE BROUGHT WHEN HE AND MS BROWN HAD ONE OF THEIR SEVERAL FIGHTS -- WE CERTAINLY DON'T AGREE THAT IT WAS THE MOST PEACEFUL MARRIAGE IT WAS A CONTENTIOUS MARRIAGE, BUT IT WAS A LOVING MARRIAGE SOME PEOPLE HAVE THOSE MR BROWN SAYS SHE'S MY WIFE HE ALSO SAYS JAMES B[redacted] IS MY SON HE SAYS THAT IN HIS AUTOBIOGRAPHY HE SAYS IT IN OTHER PLACES, TOO -- JUST A LITTLE BIT OF EVIDENCE IN FRONT OF

THE COURT HE SAYS IT IN HIS APPLICATION FOR SCREEN ACTOR'S GUILD HEALTH INSURANCE, IN HIS MEDICAL DIRECTIVE, SOCIAL SECURITY AND, AGAIN, REMEMBER, YOUR HONOR, THAT THESE DOCUMENTS EXECUTED IN 2000 WERE EXECUTED BEFORE THE MARRIAGE TO MS ~BROWN, BEFORE THE BIRTH OF MR -- JAMES B[redacted] SO THAT THAT'S THE TRIGGER FOR THE OMITTED

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CHILD'S SHARE AND THE OMITTED SPOUSE OR ELECTIVE SHARE THE ELECTIVE SHARE APPLIES IN ANY CASE

NOW, THE FIDUCIARIES SAY HERE IS AN AFFIDAVIT FROM SOMEBODY IN PAKISTAN WHO SAYS MR AHMED TOLD HIM HE WASN'T MARRIED WHEN HE MARRIED MS ~BROWN THEY HAVE THE TRANSCRIPT OF AN INTERVIEW FROM LARRY KING FROM THE DEBRA OPRI WHO SAYS IN THE INTERVIEW MR BROWN GOT AN ANNULMENT FROM MS ~BROWN WHICH DIDN'T HAPPEN IN FACT, IN ONE OF HER AFFIDAVITS -- AT LEAST ONE OF HER AFFIDAVITS MRS POPE SAYS UNDER OATH THAT MR BROWN BROUGHT HIS ANNULMENT ACTION BEFORE MS ~BROWN BROUGHT HER ANNULMENT AND INVALIDATION ACTION AGAINST AHMED

YOUR HONOR, YOU CAN LOOK AT THE DOCUMENTS IN THE RECORD THAT'S NOT THE SEQUENCE OF EVENTS MS ~BROWN DID IT FIRST MR BROWN THEN BROUGHT HIS ACTION BECAUSE HE GOT UPSET FOR A DIFFERENT REASON AND THEY DISMISSED IT BY CONSENT AND IT DIDN'T SAY IN THAT DOCUMENT THEY WEREN'T MARRIED SHE DID SAY I AM NEVER GOING TO RAISE THE COMMON LAW ISSUE WHY WOULD SHE? SHE HAD A CEREMONIAL VALID

MARRIAGE THERE IS NOTHING IN THE AGREEMENT ABOUT THAT
WE AVOID THAT ISSUE IN THE FIDUCIARIES' PLEADINGS AND
AFFIDAVITS
NOW, I AM GOING TO IGNORE MR BROWN'S STATED INTENT
IN HIS AUTHORIZED AUTOBIOGRAPHY AND IN THESE OTHER
DOCUMENTS SOME OF WHICH HAVE LEGAL REPERCUSSIONS IF

PRESENTED FALSELY AND WE'RE GOING TO BELIEVE SOME MAN
PERHAPS IN PAKISTAN WHO IS NOT MR AHMED WE'RE GOING TO
BELIEVE DEBRA OPRI WHO DOESN'T KNOW WHAT SHE'S TALKING
ABOUT AS DEMONSTRATED BY THE VERY TRANSCRIPT WE'RE GOING
TO USE THAT EVIDENCE TO CALL MR BROWN A LIAR? AND WE'RE
GOING TO SAY MR BROWN MEANT TO STARVE HIS THEN 6-YEAR-OLD
CHILD? THAT'S NOT PRESERVING THE LEGACY OF JAMES BROWN
THAT'S ATTACKING THE LEGACY OF JAMES BROWN MR BROWN
PAID FOR THE VERY ACTION THAT MS ~BROWN BOUGHT AGAINST
MR AHMED FINDING THAT THERE WAS NO IMPEDIMENT TO HER
MARRIAGE TO MR BROWN
YOUR HONOR, THE ATTORNEY GENERAL RECOGNIZED IN OUR
DISCUSSIONS THAT ANY ATTEMPT TO OVERTURN THAT FAMILY COURT
ORDER BY CREATING SOME NEW RULES THAT A THIRD PARTY COULD
DO IT WHICH BY THE WAY THE LUKICH CASE CONFIRMED COULDN'T
BE DONE COULD CREATE JUDICIAL CHAOS THE FAMILY COURT
DEALS WITH RELATIONSHIPS BETWEEN TWO PEOPLE NOW, IF I
GET DIVORCED FROM MY WIFE AND SOME THIRD PARTY HAS THE
OPPORTUNITY TO COME IN AND INTERVENE, THERE WOULD BE CHAOS

AND CERTAINLY TO INTERVENE TO OVERTURN -- EXACTLY THE
OPPOSITE OF THE SITUATION THAT THE FIDUCIARIES ALLEGE
CONSEQUENTLY, BY THE LAW OF THE CASE JAMES BR[redacted] IS
THE SON OF TOMI RAE BROWN AND MR BROWN BECAUSE UNDER THE
LAW OF SOUTH CAROLINA EVEN IF A CHILD IS ILLEGITIMATE BORN
OUT OF WEDLOCK THE SUBSEQUENT MARRIAGE OF THE PARENTS

LEGITIMIZES THE CHILD, AND, CERTAINLY, EVEN IF HE WEREN'T
LEGITIMATE IT DOESN'T PREVENT HIM FROM BEING A BIOLOGICAL
CHILD, BUT HE IS THE LEGITIMATE CHILD OF JAMES BROWN AND
TOMI RAE BROWN
NOW, YOUR HONOR, I WANT TO SPEND A FEW MINUTES AND I
KNOW YOUR HONOR IS WANTING TO ME TO BE FINISHED, BUT I
THINK IS A VERY IMPORTANT PART OF THIS DISCUSSION AND IT'S
TO GET INTO THE DISCUSSION OF THE TERMINATION RIGHTS UNDER
THE FEDERAL COPYRIGHT LAW THE FEDERAL COPYRIGHT LAW
UNDER SECTIONS 203 AND 304 -- WE'VE HANDED UP THOSE
SECTIONS BEFORE, YOUR HONOR -- PROVIDE THAT THE AUTHOR
WRITER OF SONGS TO MAKE IT SPECIFIC TO MR BROWN AT SOME
POINT HAS A TERMINATION RIGHT AND WHEN THAT TERMINATION
RIGHT ARISES DEPENDS ON WHEN THE COPYRIGHT WAS ORIGINALLY
OBTAINED, WHETHER IT WAS BEFORE THE COPYRIGHT ACT IN THE
70'S OR AFTER THE COPYRIGHT ACT, BUT THE NET EFFECT IS IN
EITHER CASE THERE IS A RIGHT TO TERMINATE
AFTER A PASSAGE OF YEARS THE AUTHOR, THE WRITER HAS
THE RIGHT TO TERMINATE ANY ASSIGNMENTS OF THAT COPYRIGHT

THAT HE HAS MADE AND IT'S DONE TO PROTECT THE AUTHOR FROM THE PUBLISHING HOUSES OR OTHER ASSIGNEES WHO ARE MORE POWERFUL ESPECIALLY IN THE BEGINNING OF A YOUNG WRITER'S CAREER IT GETS HIM A SECOND BITE AT THE APPLE, A CHANCE TO RENEGOTIATE SO, FOR EXAMPLE, YOUR HONOR, MR BROWN HAVING ASSIGNED HIS RIGHTS TO A PUBLISHING COMPANY TO

PUBLISH WHICH IS A STICK IN THE BUNDLE OF COPYRIGHTS THAT CAN BE ASSIGNED, HAD HE LIVED THAT LONG WOULD HAVE HAD THE RIGHT TO TERMINATE HE CAN TAKE IT BACK FROM THE PUBLISHER AND THEN SELL IT TO ANOTHER PUBLISHER OR THE SAME ONE, BUT IT GAVE HIM A CHANCE TO MAKE A NEW DEAL

MRS POPE AS I RECALL ADMITTED ON THE STAND THAT MANY OF HIS SONGS HAD BEEN ASSIGNED TO PUBLISHERS AS TO THE PUBLISHING RIGHTS THEY'RE ALSO WRITER'S RIGHTS AND THE PLEADINGS THEY FILED ON FRIDAY, FOOTNOTE SIX, IT SAYS THAT EITHER ALL OR THE MAJORITY -- I CAN'T REMEMBER EXACTLY, YOUR HONOR, BECAUSE IT REALLY DOESN'T MAKE THAT MUCH OF A DIFFERENCE FOR PURPOSES OF THIS POINT -- HAVE BEEN ASSIGNED BY MR BROWN TO EITHER JAMES BROWN ENTERPRISES, INC , OR JAMES BROWN, LLC, AND PERHAPS TO GERONIMO MUSIC AND OTHERS, BUT TO THOSE TWO ENTITIES HE'S ALSO ASSIGNED HIS WRITER'S RIGHTS DURING HIS LIFETIME

NOW, IF I AM THE WRITER OF A SONG AND I ASSIGN MY PUBLISHING RIGHTS AND MY WRITER'S RIGHTS TO TWO DIFFERENT PARTIES AND ENOUGH TIME PASSES AND MY TERMINATION RIGHT

COMES TO FRUITION -- BECOMES RIGHT -- I CAN TAKE IT BACK I CAN BRING THE WHOLE COPYRIGHT BACK AND I CAN RESELL IT OR I CAN KEEP THE WRITER'S RIGHTS WHICH IS EFFECTIVELY THE RIGHT TO THE STREAM OF ROYALTIES OF 50 PERCENT OF EVERYTHING THAT'S PRODUCED BY THAT SONG IN INDUSTRY STANDARDS 50 PERCENT GOES TO THE PUBLISHER

IF I NEVER ASSIGNED MY RIGHTS -- IF I OWNED THEM, I DON'T NEED THE TERMINATION RIGHTS COPYRIGHT LAW GIVES THE TERMINATION RIGHTS ONLY TO THOSE WHO HAVE ASSIGNED THEIR RIGHTS SO, MR BROWN HAD TERMINATION RIGHTS, BUT HE DIDN'T LIVE LONG ENOUGH SO, NOW THE QUESTION BECOMES WHERE DO THEY GO AT HIS DEATH?

MRS POPE IS DEAD WRONG ON THIS, YOUR HONOR THE LAW SPEAKS FOR ITSELF THERE IS NOTHING THAT'S CHANGED IN 2002 IN FACT, YOUR HONOR, BEAR WITH ME 2002 AMENDMENTS TO 17 USCA 203, NO 1, SUBSTITUTED CAPITAL T -- THE WIDOW -- FOR SMALL T - THE WIDOW -- AND STRUCK OUT THE SEMICOLON AT THE END AND INSERTED A PERIOD CHANGE NO 2 SUBSTITUTED CAPITAL T -- THE AUTHORS -- FOR SMALL CASE T -- THE AUTHORS -- AND STRUCK OUT THE SEMICOLON AT THE END AND INSERTED A PERIOD CHANGE NUMBER THREE SUBSTITUTED CAPITAL T -- THE RIGHTS -- FOR LOWER CASE T -- THE RIGHTS

THOSE ARE THE CHANGES AND THE SAME CHANGES WERE EFFECTED TO SECTION 304 THE LAW SPEAKS FOR ITSELF, YOUR

HONOR IT IS STILL THE CASE THAT IF YOU DIE BEFORE YOUR TERMINATION RIGHTS BECOME RIPE THEY DO NOT PASS UNDER YOUR WILL THEY PASS TO THE STATUTORY HEIRS -- MY CLIENT 50 PERCENT, MR BROWN'S OTHER CHILDREN OR MR BROWN'S CHILDREN DIVIDE THE OTHER 50 PERCENT

NOW, MRS POPE MISREAD ONE SENTENCE -- TOOK IT OUT OF

CONTEXT -- MAYBE BECAUSE SHE WANTED TO BE ABLE TO SAY THE TERMINATION RIGHTS DIDN'T PASS TO THE SURVIVING HEIRS RATHER THAN GO THROUGH THE WILL THAT ARTICLE DOESN'T EVEN SAY THAT SHE ATTACHES AN ARTICLE TO HER AFFIDAVIT ON FRIDAY -- THE ONE SUPPOSEDLY PRESENTED TO HER THROUGH ALAN ROTHSCHILD WHO IS AN EXCELLENT ESTATE PLANNING AND TAX LAWYER IN GEORGIA AND THAT ARTICLE TALKS ABOUT THE SUPERMAN CASE WHICH WAS RECENTLY DECIDED HIS CREATORS ARE FIGHTING THE SAME -- -- THE FAMILY OF HIS CREATOR IS FIGHTING THE SAME FIGHT AND THE COURT RECENTLY RULES AS WAS THE LANDMARK RULING IN THE WILLIAM SAROYAN CASE THAT THOSE TERMINATION RIGHTS PASSED BY FEDERAL STATUTE TO THE SURVIVING HEIRS -- NOT UNDER THE WILL THE ONLY RIGHTS THAT YOU CAN PASS BY WILL ARE THOSE RIGHTS THAT YOU KEPT AND THERE AREN'T TERMINATION RIGHTS FOR THOSE

SO, IF WE'RE TALKING ABOUT TERMINATION RIGHTS, THEY PASS BY FEDERAL COPYRIGHT LAW TO THE SURVIVING HEIRS AND HER OWN FILINGS -- THE SUPERMAN ARTICLE SAYS THAT IT RECITES TWO CASES THAT PROVE THAT, AND, BY THE WAY, WHILE

WE'RE AT IT IT DOES RECOGNIZE THAT PERFECTING THESE RIGHTS IS PROBLEMATIC BECAUSE IT'S COMPLICATED UNDER FEDERAL LAW, BUT, YET, IN BOTH OF THOSE CASES THE FAMILY MANAGED TO DO IT AND IN OTHER CASES THE FAMILY HAS MANAGED TO DO IT, BUT WHAT'S MORE IMPORTANT IS AT THE VERY BEGINNING OF THE ARTICLE IT TALKS ABOUT HOW VALUABLE THESE RIGHTS ARE AND

AT THE VERY LAST PARAGRAPH IT SAYS THESE RIGHTS ARE IMMENSELY VALUABLE

LET'S TAKE AN EXAMPLE OF THAT, YOUR HONOR 1956, I BELIEVE, MR BROWN WROTE HIS FIRST BIG HIT, "PLEASE PLEASE PLEASE " CORRECT ME IF I AM WRONG, SOMEONE IT'S NOT, PLEASE, PLEASE, PLEASE, PLEASE AS THE FIDUCIARIES KEEP ALLEGING IT IS THREE PLEASES IN 2012 THAT TERMINATION RIGHT KICKS IN

NOW, LET ME JUST USE THIS AS AN EXAMPLE BECAUSE WE DON'T HAVE REAL NUMBERS FOR THIS BECAUSE, AGAIN, WE HAVEN'T BEEN PRIVY TO REAL NUMBERS AND I DON'T THINK ANYBODY HAS HAD ANY EXPIRATION LET'S ASSUME THAT A PUBLISHER WOULD PAY A HALF A MILLION DOLLARS TO PUBLISH THAT SONG FOR THE REST OF THE SEVEN-YEAR PERIOD, AND LET'S ASSUME THAT THE STREAM OF INCOME TO THE WRITER WAS WORTH A HALF MILLION DOLLARS THE VALUE OF THAT ONE TERMINATION RIGHT WOULD BE AROUND ABOUT A MILLION DOLLARS THE FAMILY COULD TAKE IT BACK FROM THE PUBLISHER, TAKE IT BACK FROM JAMES BROWN ENTERPRISES OR JAMES BROWN, LLC AND RESELL IT

THAT IS JUST ONE SONG OF 800 AND MOST OF HIS BIG HITS WILL BE COMING UP SOONER RATHER THAN LATER AND THAT'S IMPORTANT BECAUSE WHEN YOU LOOK AT THE VALUE OF THE ESTATE, CERTAINLY, AS LONG AS THESE RIGHTS ARE NOT SUBJECT TO A TERMINATION PERIOD -- THE TERMINATION PERIOD HASN'T HIT YET -- THE ESTATE WOULD OWN THE ROYALTY STREAM FROM

THE WRITER'S SHARE IF IT OWNS THE ENTITIES TO WHICH THEY WERE ASSIGNED THE PUBLISHER WOULD GET THE PUBLISHING RIGHTS ALL ALONG, BUT AT SOME POINT WHEN THE TERMINATION RIGHT KICKS IN THE TERMINATION RIGHT TAKES OVER THE VALUE

SO, WITH RESPECT TO WHATEVER ROYALTY RIGHTS THE ESTATE MIGHT HAVE, THEN THOSE RIGHTS ARE GOING TO BE SMALLER THE SOONER THOSE TERMINATION RIGHTS WOULD ARISE THE LATER THE TERMINATION RIGHTS WOULD ARISE THOSE RIGHTS WOULD BE GREATER BECAUSE THE TOTAL VALUE WOULD INCLUDE THE CURRENT RIGHTS TO THE STREAM OF INCOME AND THE TERMINATION RIGHT AT THE APPROPRIATE TIME

NOW, AGAIN, WE HAVE NO WAY OF KNOWING THE VALUE OF THIS WE SUSPECT IT'S SUBSTANTIAL WE BELIEVE MRS POPE WHEN SHE GIVES US THIS ARTICLE ON FRIDAY WHERE THE AUTHOR SAYS -- BY THE WAY, HE'S CONDUCTING AN ABA SEMINAR ON THIS -- WHERE THE AUTHOR SAYS THESE ARE IMMENSELY VALUABLE RIGHTS BECAUSE IT MAKES SENSE THESE ARE IMMENSELY VALUABLE RIGHTS

UNDER NO CIRCUMSTANCE WOULD THE ATTORNEY GENERAL OF

SOUTH CAROLINA ON BEHALF OF THE CHARITY GET ANY OF THOSE TERMINATION RIGHTS UNDER NO CIRCUMSTANCE NOT UNDER THIS PHANTOM 2002 AMENDMENT BECAUSE IT DIDN'T HAPPEN NOW, WE BELIEVE -- AND MR JONES CAN REFUTE THIS -- THAT THE ATTORNEY GENERAL IS HAPPY WITH THE SETTLEMENT WITHOUT THE TERMINATION RIGHTS, THAT IT WAS UNDER MY DESCRIPTION

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JUST A CHERRY ON TOP OF THE THE ICE CREAM SUNDAY BUT IT IS AN EXAMPLE OF WHAT THE CHARITY MAY WELL END UP WITH BECAUSE OF THESE TERMINATION RIGHTS

PERSONAL REPRESENTATIVES AND TRUSTEES HAVE TAKEN MANY CONTRADICTORY POSITIONS IN THIS CASE, YOUR HONOR IN PLEADING AFTER PLEADING AND IN AFFIDAVITS THEY HAVE ALLEGED THAT THE ATTORNEY GENERAL HAS GIVEN AWAY $50 MILLION, SOMETIMES 65 PERCENT OF THE OVERALL VALUE OF THE THE ESTATE WHICH RANGES ANYWHERE FROM 100 MILLION TO 183 MILLION TO WHATEVER IT HAPPENS TO BE ON THAT PARTICULAR DAY IT IS THEIR JOB, BY THE WAY, TO KNOW WHAT THE VALUE OF THE ESTATE IS, NOT OURS WE DON'T KNOW BECAUSE WE HAVEN'T BEEN GIVEN THAT INFORMATION AND I DON'T BELIEVE THEY HAVE THAT INFORMATION BASED ON THEIR TESTIMONY

THEY ARGUE THAT MR BAUKNIGHT HAS A CONFLICT OF INTEREST, AND, SO, THEREFORE, CANNOT SERVE AS A TRUSTEE OF BOTH THE JAMES BROWN LEGACY TRUST AND THE CHARITABLE TRUST FIRST OF ALL, WITH ALL OF THE BENEFICIARIES'

CONSENT CONFLICTS ARE PERMISSIBLE THERE IS NO CONFLICT HERE, BUT, AGAIN, IT'S IRONIC THAT THEY CLAIM THEY DON'T HAVE A CONFLICT OF INTEREST EVEN THOUGH MR JONES HAS BEEN SINGING THAT SONG SINCE THE FIRST DAY HE WAS INVOLVED IN THE CASE BECAUSE HE SAID WITH RESPECT TO THE VERY CRITICAL ISSUE OF WHETHER THE ESTATE OR TRUST OWNS ASSETS --

(STATEMENT BY MR MEDLIN)

MR JONES IS SAVVY HE KNEW THAT IF THE ESTATE OWNED THE ASSET MY CLIENT MIGHT GET UP TO 50 PERCENT OF IT HE'S BEEN CLAIMING THEY HAVE A CONFLICT OF INTEREST OH, NO, WE DON'T HAVE A CONFLICT OF INTEREST MR BOUKNIGHT DOES WELL, THEY DO AND HE DOESN'T

THEY CLAIM THE ADVISORY BOARD SHOULD BE NAMED AS PARTIES, YET THEY DIDN'T NAME ANYBODY ON THE ADVISORY BOARD AS PARTIES, AND, YES, THEY DO IN THEIR PLEADINGS SAY AT SOME POINT MRS THOMAS GAVE UP HER RIGHT TO BE ON THE ADVISORY BOARD BY CONTESTING THE TRUST WELL, LET'S ASSUME FOR THE MOMENT THAT THAT IS ACCURATE THEY DIDN'T NAME HER BEFORE THE CONTEST WAS BROUGHT THEY DIDN'T BRING HER IN OR TALK TO HER BEFORE THE CONTEST WAS BROUGHT WHICH WAS SOME WINDOW OF TIME AND THEY HAVEN'T NAMED ANY OF THEIR ADVISORY BOARD IN THEIR PLEADINGS JUST LIKE THEY HAVEN'T NAMED SALKEHATCHIE, AIKEN, AND VOORHEES

THEY OPPOSE THE SETTLEMENT AGREEMENT BECAUSE THEY SAY THE RIGHT OF FIRST REFUSAL WILL CAUSE A TAX PROBLEM WHICH WE TOLD YOUR HONOR THIS MORNING WE THINK IS NOT A TAX

PROBLEM YET, THEY PROPOSE TO DO THE VERY SAME THING
THEMSELVES THEY WANT TO SELL THE HOUSE TO ONE OF THE
FAMILY MEMBERS FOR A REDUCED VALUE WE ASK FOR THE
APPOINTMENT OF A SPECIAL ADMINISTRATOR, SPECIAL TRUSTEE
THEY SAID THERE IS NO EMERGENCY THEN A FEW WEEKS LATER
THEY ASKED FOR A SPECIAL ADMINISTRATOR AND SPECIAL TRUSTEE

(STATEMENT BY MR MEDLIN)
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BECAUSE THEY SAID THERE IS AN EMERGENCY, AND NOW A FEW
WEEKS LATER AS OF FRIDAY THEY'VE WITHDRAWN THAT ACCORDING
TO THEIR PLEADINGS PRESUMABLY BECAUSE THAT EMERGENCY ISN'T
THERE WELL, IS THERE AN EMERGENCY OR NOT?
THEY SUE DALLAS, BRADLEY, AND CANNON FOR UNDUE
INFLUENCE FOR FINANCIAL ISSUES, BUT, YET, SAY WE HAVE NOT
ONE SCINTILLA OF EVIDENCE TO ACT IN GOOD FAITH TO DO THE
SAME THING NOW, YOUR HONOR, A WILL AND TRUST ARE THE
ULTIMATE FINANCIAL DOCUMENTS THAT'S WHERE YOU DISPOSE OF
YOUR PROPERTY NOW, YOU MAY HAVE OTHER REASONS FOR DOING
WHAT YOU DO, BUT THE ONLY THING YOU CAN DO THROUGH A WILL
OR TRUST IS DISPOSE OF YOUR PROPERTY HOW THEY DRAW THE
LINE BETWEEN UNDUE INFLUENCE DURING LIFETIME FOR FINANCIAL
ISSUES AND UNDUE INFLUENCE AT DEATH IS BEYOND ME IT
SEEMS PRETTY INCONSISTENT
THEY SAID IN PLEADINGS AND AFFIDAVITS THEY WERE
RESTRAINED UNDER SECTION 62-3-611 FROM ACTING YOUR
HONOR, WE WOULD ALLEGE THAT AS SOON AS WE FILED THAT
PETITION BACK IN NOVEMBER FOR THEIR REMOVAL THAT THE

STATUTE KICKS IN AUTOMATICALLY AND THE ONLY THING THEY CAN DO, ESSENTIALLY, IS PRESERVE THE ESTATE, BUT DEPENDING ON AT WHAT POINT IN TIME WE'RE TALKING ABOUT THEY SAID THEY FELT LIKE THEY HAD BEEN RESTRAINED SINCE FORLANDO BROUGHT HIS FEDERAL LAWSUIT IN JANUARY TO THEY CAN DO ANYTHING THEY WANT ACCORDING TO MRS POPE'S TESTIMONY AND SELL

ASSETS INCONSISTENT

THEY SAY THE TERMINATION RIGHTS HAVE LITTLE VALUE MRS POPE SAID THAT ON THE STAND, AND, YET, THEY FILED AN ARTICLE IN THEIR PLEADINGS ON FRIDAY THAT THEY WANT YOU TO LOOK AT THAT SAYS THEY HAVE IMMENSE VALUE THEY TESTIFIED THAT THERE IS NO GOOD FAITH CONTROVERSY AND THAT IT IS TOO EARLY TO DETERMINE WHETHER AND HOW TO HAVE A SETTLEMENT AND ON FRIDAY THEY PROPOSED A SETTLEMENT

YOUR HONOR, FIDUCIARIES ARE SUPPOSED TO BE FAIR AND IMPARTIAL I THINK THERE IS A LINE TO BE DRAWN IF THEY WERE ACTING AS ADVOCATES HERE AS FAR AS THE INCONSISTENT POSITIONS HAVE BEEN TAKEN, BUT, CERTAINLY, AS FIDUCIARIES THIS IS NOT APPROPRIATE YOUR HONOR, THE BOTTOM LINE IS THEY WANT TO PLAY WITH THE CHARITY'S MONEY THEY WANT TO FIGHT THIS ALL THE WAY AND IF THEY LOSE AND THE ATTORNEY GENERAL GETS NOTHING ON BEHALF OF THE CHARITIES, THEY'LL PROBABLY ASK FOR THEIR FEES AND THAT WILL BE IT SORRY, CHARITIES WE BLINDLY FOLLOWED WHAT WE BELIEVED TO BE MR BROWN'S ESTATE PLAN AND WE GOT YOU A BIG GOOSE EGG

AND, BY THE WAY, WE DIDN'T GET YOU ANY OF THOSE TERMINATION RIGHTS THAT YOU WEREN'T GOING TO GET ANYWAY EVEN IF THE ATTORNEY GENERAL PREVAILED, AND, BY THE WAY, WE'VE SPENT A FORTUNE IN YEARS BEFORE WE COULD GET THERE BECAUSE OF ALL OF THE THINGS THAT WE DISCUSSED AT THE LAST CONVENING OF THIS HEARING, YOUR HONOR

(STATEMENT BY MR MEDLIN)

THE ONLY THING THAT'S CERTAIN ABOUT APPEALING ANY APPROVAL OF THE SETTLEMENT AND ABOUT LETTING THIS LITIGATION GO ON IS THE FEES AND COSTS INCLUDING THEIR FEES WILL CONTINUE THEY WANT US TO PROVE OUR CASE, IN ESSENCE, AND THEN SO YOUR HONOR, IF WE GET MUCH FARTHER DOWN THE ROAD IN PROVING OUR CASE, I AM NOT SURE MY CLIENT IS GOING TO SETTLE AGAIN I DON'T THINK SHE WILL BE AS GENEROUS SHE MAY WELL BE A VERY IMPORTANT COMPONENT OF HER DECISION-MAKING PROCESS WAS TO BENEFIT THE CHARITABLE TRUST, BUT AT SOME POINT WHEN I TELL HER NOT ONLY DO WE THINK IT WAS A SLAM-DUNK BUT NOW IT'S AN ABSOLUTE SLAM-DUNK HOW MUCH DO YOU WANT TO GIVE AWAY? AND THE SAME CAN BE SAID FOR MR LEVENSON'S CLIENTS IF THE WILL AND TRUST CONTEST STARTS GOING THEIR WAY

THE PURPOSE OF THE SETTLEMENT IS TO SETTLE ALL WE HAVE TO DO IS SHOW THAT THERE WAS A GOOD FAITH CONTROVERSY, AND, YOUR HONOR, THE IDEA THAT IT WASN'T PUT IN THE AFFIDAVITS FROM OUR CLIENTS THAT YOU ASKED US TO PREPARE AND THAT THAT SOMEHOW PROVES A LACK OF GOOD FAITH

CONTROVERSY, IF I WEREN'T SO TIRED, YOUR HONOR, IT WOULD BE LAUGHABLE THAT THERE IS NOT A GOOD FAITH CONTROVERSY HERE

THE OTHER ISSUE WAS WHETHER IT'S FAIR AND REASONABLE WELL, IF YOU THINK THE ATTORNEY GENERAL IS DOING ITS JOB, THEN IT'S FAIR AND REASONABLE IF WE KEEP THIS LITIGATION

(STATEMENT BY MR JONES)

GOING ON IT'S JUST GOING TO DRAG MR BROWN'S LEGACY THROUGH THE MUD MRS POPE'S OWN TESTIMONY DID SOME OF THAT AND IT WILL PROBABLY BE A LOT MORE THAN THAT IF THIS LITIGATION CONTINUES WE DON'T WANT THAT, YOUR HONOR, FOR MR BROWN TO APPROVE THE SETTLEMENT IS TO HONOR MR BROWN'S LEGACY AND TO SAVE IT THANK YOU, YOUR HONOR

THE COURT MR JONES?

MR JONES YES, YOUR HONOR THANK YOU AS PROFESSOR MEDLIN HAS SAID YOU MIGHT SAY WE'VE TALKED AND WE AGREED TO WITH HIS COMMENTS AND WE ALSO TALKED TO MR LEVENSON I WANT TO MAKE COME COMMENTS, YOUR HONOR, BRIEFLY CONCERNING THE UNIQUENESS OF THE AG IN THIS MATTER

AS YOU'VE HEARD US SAY BEFORE THE AG HAS AUTHORITY TO PROTECT THE INTEREST OF THE CHARITABLE TRUST THAT COMES FROM THE PARENS PATRIAE AUTHORITY TO PROTECT THE PUBLIC INTEREST IT'S NO DIFFERENT THAN THE AUTHORITY THAT MY ATTORNEY GENERAL IS IN THE WATER LAWSUIT THAT'S IN THE ORIGINAL JURISDICTION OF THE U S SUPREME COURT IT IS

RECOGNIZED THAT IN THAT PUBLIC INTEREST ALSO IS A
RESPONSIBILITY BY THE ATTORNEY GENERAL TO PROTECT
CHARITABLE BENEFICIARIES AND THAT IS ESPOUSED IN COMMON
LAW AND IS ESPOUSED IN CODE SECTION 1-7-130 1-7-130
AND IT'S ALSO SET FORTH IN THE PROBATE CODE AT 62-7-405
I THINK YOUR HONOR MIGHT BE AWARE OF THE FACT THAT

(STATEMENT BY MR JONES)
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THE TREATISES ON THE AG IN PROTECTING CHARITABLE TRUST
RECOGNIZED THAT DUE TO LACK OF RESOURCES THAT THE AG CAN'T
BE EVERYWHERE, AND, THEREFORE, IN CERTAIN SITUATIONS OTHER
PARTIES MAY COME FORWARD AND PRESENT TO THE COURT MATTERS
TO PROTECT THE CHARITABLE TRUST IF YOUR HONOR WILL DO
RESEARCH ON CHARITABLE TRUSTS IN SOUTH CAROLINA YOU'LL SEE
SOME OF THESE CASES THAT DIDN'T INVOLVE THE ATTORNEY
GENERAL OR THE ATTORNEY GENERAL MIGHT HAVE APPEARED BUT ON
NOMINALLY SO, IT'S AN ISSUE THAT THE COURTS HAVE
RECOGNIZED AND THE STATUTES AND THE PROBATE COURT
RECOGNIZED THAT THERE COULD BE A LACK OF RESOURCES, BUT IT
DOES ADDRESS IN THE PROBATE CODE THAT A SETTLOR OR
TRUSTEE, THE AG OR SOMEONE WITH SPECIAL INTEREST CAN MOVE
TO PROTECT THE CHARITABLE TRUST BECAUSE THE AG CAN'T BE
EVERYWHERE THE GENERAL LAW IS WHEN THE AG APPEARS HE
CONTROLS THE LITIGATION
THE RESOURCE ISSUE THAT IS AN OBSTACLE IN A LOT OF
CHARITABLE TRUST CASES, YOUR HONOR, WAS NOT AN OBSTACLE IN
THIS CASE YOUR HONOR HAS SEEN MYSELF APPEAR AT EVERY

HEARING SINCE WE INTERVIEWED I HAVE JASON NICHOLSON WITH ME I HAVE MARY FRANCES JOWERS OUR OFFICE -- THE ATTORNEY GENERAL -- WE HAVE AT LEAST TOTAL SIX ATTORNEYS THAT HAVE THEIR FINGERPRINTS ON THIS FILE WE'VE HAD SIX STAFF MEMBERS SO, WE'VE GOT A TOTAL OF 12 PEOPLE THAT'S BEEN WORKING ON THIS CASE AS YOUR HONOR CAN SEE, IT DOES

TAKE SOME TIME AND ENERGY

SO, WITH THAT I'D LIKE TO DISPEL ANY THOUGHT THAT, OF COURSE, THE AG GOT IN THIS THING, AND WHAT ARE WE GOING TO DO? MY GOODNESS, IT IS A MAJOR CASE AND WE GOT TO SETTLE IT WE GOT INTO THIS CASE HENRY MCMASTER GAVE US THE RESOURCES I HAVE NEVER BEEN DENIED ANY RESOURCE THAT WE NEED TO MOVE FORWARD IN THE CASE SO, THE GENERAL LAW IS WHEN THE AG COMES IN HE TAKES OVER, AND THE ONLY -- THE PERSON THAT THE AG LOOKS TO IS YOUR HONOR IN A COURT OF EQUITY

SO, THE AG HAS TO PRESENT HIS CASE AS TO WHAT'S THE BEST INTEREST OF THE CHARITABLE BENEFICIARIES YOU CAN IMAGINE, YOUR HONOR, IF ONCE THE AG APPEARED YOU HAD SOME OTHER BENEFICIARIES, SPECIAL INTERESTS OR WHATEVER ALSO APPEARING, THERE WILL BE CONFLICTING POSITIONS GOING ON ALL THE TIME THE GENERAL LAW IN SOUTH CAROLINA IS THAT WHEN THE AG APPEARS AND HE SETTLES A MATTER FOR STATE AGENCIES THAT THE AGENCY CAN'T COMPLAIN IF THEY WANT TO -- THE STATE V COOLEY CASE IS A 1948 CASE, I BELIEVE, YOUR

HONOR AND I CAN GET THE CITE TO YOU IF YOU'D LIKE, BUT IF
IT'S FAIR AND REASONABLE AND IT'S JUST AND THERE'S A
CONTROVERSY, THE COURT IS GOING TO ADOPT WHAT THE ATTORNEY
GENERAL RECOMMENDS
YOUR HONOR, WE APPEARED IN THIS CASE IN SEPTEMBER OF
'07 WHEN WE FIRST WALKED IN THERE WAS DOCUMENT FLOATING

(STATEMENT BY MR JONES)
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AROUND ABOUT ALL THE ASSETS OF THE TRUST OR THE ASSETS OF
THE ESTATE AND TRUST GOING TO THE ESTATE THAT'S HOW WE
WALKED IN, AND IT TOOK US A WHILE TO GET OUR ARMS AROUND
THIS CASE I EVEN HEARD PEOPLE SAY EARLIER ON IN THE
FIRST THREE OR FOUR MONTHS IT LOOKS LIKE THE AG DOESN'T
WANT TO SETTLE OR HE'S NOT IN THE MODE TO SETTLE HE IS A
SCORCHED-EARTH TYPE OF SITUATION BECAUSE HOW VIGOROUSLY WE
WERE OPPOSING YOUR HONOR REMEMBERS ME STANDING UP OR
MEMBERS OF OUR OFFICE STANDING UP SAYING, YOUR HONOR, WE
WANT THE ISSUE OF THE ASSETS OF THE IRREVOCABLE TRUST
LITIGATED WE WANT TO MAKE A DETERMINATION DON'T MAKE A
DETERMINATION NOW WE ARGUED ABOUT MONIES IN BANK
ACCOUNTS AND ET CETERA, ANY CONFLICTS OF INTEREST
SO, AS WE MOVED FORWARD DEVELOPING OUR CASE WE LOOKED
AT THE SEVERAL THINGS WE LOOKED AT MR ROSEN,
MR MEDLIN'S CLIENT WE LOOKED AT MR LEVENSON'S CLIENTS
WE TRIED TO FIGURE OUT WHO TO TALK TO TO GET INFORMATION
WE TALKED TO MR BYRD'S CLIENTS WE TALKED TO ALL PARTIES
AND TRIED TO DEVELOP AND GET A FACTUAL BACKGROUND AND

BASED UPON THAT AS WE MOVE FORWARD WE REALIZED THAT IN THE TRUST ASPECT OUR CHIEF WITNESSES THERE WOULD BE SOME LIABILITY -- LIABILITY THAT OCCURRED ON THE STAND RIGHT HERE IN THIS VERY COURTROOM UNBEKNOWNST TO US BEFORE THE INFORMATION FROM MR LEVENSON CAME OUT OR SOME INFORMATION MIGHT HAVE COME TO US

(STATEMENT BY MR JONES)

WE ALSO HAD SOME SITUATIONS WITH THE DRAFTER OF THE WILL WE HAD TO STEP BACK AND LOOK WE ARE THE ATTORNEY GENERAL, BUT WE CAN'T NOT GO AHEAD ON THE SCORCHED-EARTH APPROACH, AND, YOUR HONOR, TO STEP BACK A SECOND SOME PEOPLE MIGHT HAVE GOTTEN THAT IDEA IN THE BULL STREET CASE IN WHICH THE GENERAL ASSEMBLY SAID AND THE GOVERNOR SAID IF YOU SELL PART OF THE MENTAL HEALTH BULL STREET LOCATION WE'LL GIVE 50 PERCENT TO MENTAL HEALTH AND 50 PERCENT TO THE GENERAL FUND AND THAT'S A 50 PERCENT SPLIT, BUT WE RESEARCHED THE LAW AND IT WAS VERY CLEAR TO US THAT THE FOUR CORNERS OF ABOUT 13 DOCUMENTS -- NOT JUST ONE WILL AND TRUST -- THAT THE ASSETS OF THE DEPARTMENT OF MENTAL HEALTH AND BULL STREET WERE IMPRESSED WITH THE CHARITABLE TRUST

SO, MY AG, AS YOU'VE HEARD BEFORE, ARGUED THAT CASE HIMSELF HE WENT AND ARGUED AGAINST THE GOVENOR, AGAINST THE BUDGET AND CONTROL BOARD AND, ACTUALLY, THE TRUSTEE WAS A STAKEHOLDER IN THE ORIGINAL JURISDICTION OF THE STATE SUPREME COURT THERE WAS NO SETTLEMENT IN THAT

CASE THERE WAS EVEN NO TALK OF SETTLEMENT BECAUSE OF THE FOUR CORNERS OF THE DOCUMENT THAT'S THE SAME WAY THAT YOU MIGHT HAVE HEARD ME MENTION IN THE EPWORTH CASE THAT'S WHERE THE ORPHANAGE GOT $300,000 AS TRUSTEE THEY WANTED TO GET ALL OF THE $300,000 AT ONE TIME AND NOT TAKE THE INTEREST OF IT WE SAID THE FOUR CORNERS OF THE

DOCUMENT -- YOU CAN'T GO IN AND JUST OVERRIDE THE INTENT OF A TESTATOR AND GIVE YOUR OWN DISTRIBUTION YOU GOT TO GO BY THE FOUR CORNERS, AND THAT'S WHAT THE SUPREME COURT SAID YOU GOT TO GO BY THE FOUR CORNERS OF THE DOCUMENT SOMEBODY HAS GOT TO PROTECT THE PERSON WHO WROTE THE DOCUMENT

SO, AND WE GOT ANOTHER CASE THAT IS LARGER THAN THIS CASE WHICH MY AG HAS MET WITH PARTIES THREE TO FOUR TO FIVE TIMES AND PROBABLY RECEIVED MORE PHONECALLS THAN THAT IN WHICH SIX ATTORNEYS IN MY OFFICE HAVE THEIR FINGERPRINTS ON IT IT IS $100 MILLION HE SAYS THE FOUR CORNERS OF THE DOCUMENT -- WE'RE NOT GOING TO SETTLE HE SAID, WELL, IF WE FILE A LAWSUIT, YOU GOT TO SETTLE IT WE HAVEN'T GOT TO SETTLE

SO, WE LOOK AT EACH CASE DIFFERENTLY WE'RE QUITE FAMILIAR WITH THE FOUR CORNERS ASPECT, YOUR HONOR HERE WE GOT A CASE COMING OUT OF THE LEFT UNDUE INFLUENCE YOU HAD THINGS OUT OF THE RIGHT WITH TOMI RAE HYNIE BROWN THERE WERE ALL OF THESE FACTORS WE HAD TO CONSIDER IN

MAKING OUR DECISION AND ANOTHER FACTOR THAT CAME UP, TOO, YOUR HONOR, IS WHEN ALL OF THIS WAS KIND OF GOING FORWARD IN '08 WE HAD DIFFICULTY -- THE AG MET WITH THE PR TRUSTEES AND WE DID WORK OUT SOMETHING WHERE WE CAN PUT THEM BACK IN OFFICE TO WHAT WE CONSIDERED APPROPRIATE ALONG THAT TIME WE HAVE A MEETING AND WHEN SOMEBODY TELLS

US THAT YOUR TRUST ASSETS HAVE GONE DOWNHILL AND, IN FACT, YOU'RE GOING TO NEED TO BRING THE ASSETS BACK UP YOU'RE DRAGGING THE NAME OF JAMES BROWN AROUND THAT'S NOT HELPING ANYBODY SO, INSTEAD OF BUYING IT YOU'RE GOING TO HAVE TO BE A WHILE OF JUST BUILDING THE ASSETS BACK UP

SO, WITH THAT IN MIND AND YOU KNOW ALL THE ISSUES THAT PROFESSOR MEDLIN MENTIONED WE SAID WE NEED TO GET TOGETHER AND TALK ABOUT IT, SEE WHERE WE ARE AND, YOUR HONOR, ANY THOUGHT THAT MY FRONT OFFICE DIDN'T KNOW ABOUT IT, YOU TRY TO RUN A MEDIATION FEE AND THESE DAYS AND TIMES BY THE ATTORNEY GENERAL EVERYTHING HAS GOT TO BE APPROVED

SO BEFORE WE WENT TO THE MEDIATION IN AUGUSTA TO MEET WITH MR LEVENSON'S CLIENTS AND MR ROSEN AND PROFESSOR MEDLIN'S CLIENTS -- JC AND I DID -- WE WENT DOWN AND MET WITH THEM NOT KNOWING WHAT WAS GOING TO COME OUT ABOUT IT AND THROUGH THAT LONG DAY AND INTO THE EVENING AN AGREEMENT WAS REACHED AND, OF COURSE, THERE IS A UNIQUENESS ABOUT IT MR LEVENSON'S CLIENTS SIGNED AND

TOMI RAE HYNIE BROWN WAS THERE OF COURSE, THE AG WASN'T THERE WE COULDN'T SIGN AND SINCE IT WAS NOT A COURT-ORDERED MEDIATION -- WE GOT THOSE NOW AND WE TAKE THE CHIEF DEPUTY WITH US, BUT IT WASN'T SONNY JONES AND IT WASN'T JASON NICHOLSON WE MADE A RECOMMENDATION TO MY ATTORNEY GENERAL YOU SEE FROM THE AUGUST 10 DOCUMENT

(STATEMENT BY MR JONES)

THAT HE SIGNED IT HE ALSO SIGNED THE ADDENDUM HIMSELF

SO, WHAT WE HAVE IS WE HAVE WHAT WE THOUGHT WAS A FAIR RESOLUTION AND AS PROFESSOR MEDLIN MENTIONED THE RENEWAL AND TERMINATION RIGHTS WEREN'T A KICKER IN THE CASE AT THE TIME WHAT WE WANTED TO DO IS END ALL LITIGATION AND NOT KNOWING ABOUT THEIR NEW TERMINATION RIGHTS INDEPTH ONE POINT WAS IS THERE THAT WOULD CONTINUE ON WITH LITIGATION WITH THE GROUP WE HAD NOT COUNTING MR BELLS' CLIENTS AT THE TIME HE SAID, WELL, THESE RENEWAL AND TERMINATION RIGHTS COULD HAVE BEEN ISSUES WE WANT TO INCLUDE THOSE, TOO, BECAUSE WE DON'T WANT ANYMORE LITIGATION AS FAR AS JAMES BROWN

THE LEGACY HAS BEEN DRUG THROUGH THE MUD ENOUGH EVERYBODY IS KIND OF SAYING IF I MEET THEM AND WHAT DO YOU DO AT THE AG'S OFFICE AND IS THAT CASE OVER? IT IS JUST THE GENERAL -- AND YOUR HONOR IS PROBABLY AWARE OF IT, TOO -- JUST GENERAL CONVERSATION ABOUT IT AND SO WE NEED TO LOOK AT HOW TO RESOLVE IT

ALSO, THERE IS THE COST OF LITIGATION OUR OFFICE

WILL BE THERE FOR A LONG TIME -- AS LONG AS IT TOOK, BUT WE REALIZED THAT THE TRUSTEES AND PR'S CAN INCUR SOME FEES, AND, YOUR HONOR, ONE THING I MAY ADDRESS THAT MR MEDLIN HAS TALKED ABOUT IS WE NEED TO LOOK AT THIS TRUST TO SEE IF WE'RE GOING TO MODIFY IT, AND TO MODIFY IT IN THIS SENSE WE BRING IT BACK BEFORE YOUR HONOR IS NOW IT

(STATEMENT BY MR JONES)

TAKES KIDS FROM KINDERGARTEN THROUGH COLLEGE IS THAT FEASIBLE? I NEVER HAVE SEEN ONE DO THAT BEFORE--WE MIGHT JUST GO WITH COLLEGE AND THERE ARE CERTAIN PROVISIONS IN THE CODE WE CAN COME BACK TO YOU AND SAY IT NEEDS TO BE MODIFIED FOR THE MONEY AND SO FORTH

THE REASON I MENTION THAT I WAS IN THE COURTROOM AND I WAS WATCHING A WHILE BACK AND WE GOT A LOT OF LAWYERS HERE, BUT IF YOUR HONOR HAS HAD A KID IN HIGH SCHOOL -- I HAVE KIDS IN HIGH SCHOOL AND THEY'RE FINISHING COLLEGE NOW AND YOU GOT 9 THROUGH 12 AND YOU GET A PALMETTO SCHOLARSHIP THAT'S $5,000 THAT'S 5000 HOURS YOU SPENT IN CLASSROOM JUST TO GET A 5000 SCHOLARSHIP PER YEAR, NOT COUNTING YOUR STUDIES OKAY?

WELL, IN ONE DAY IN THIS COURTROOM THROUGH PROPER REPRESENTATION OF THE PR TRUSTEES IT IS $10,000 SO, I SEE TWO SCHOLARSHIPS GONE EVERYDAY NOW, THAT'S NOT SAYING THAT THE PRICE WAS TOO HIGH IT IS A FACT WHAT AM I DOING HERE? WHAT IS MY AG DOING HERE? TO GET THIS PROPERLY BEFORE THE COURT IT IS GOING TO COST A LOT WHO

IS GOING TO SUFFER? SO, ONE OF THE FACTORS THERE WAS THE COST OF THIS LITIGATION AND IT WASN'T THE DOMINATING FACTOR, BUT IT WAS A FACTOR

AND THE ISSUE -- I GOT A COUPLE OF MORE MATTERS TO TOUCH ON, YOUR HONOR, AND I THINK THAT IT'S ABOUT IT UNLESS YOU HAVE SOME QUESTIONS OF ME IT WAS MENTIONED

(STATEMENT BY MR JONES)

THAT IT'S BEEN SET FORTH IN PLEADINGS THAT THE AG'S PLAN OF SETTLEMENT IS 65 PERCENT WHERE THESE FIGURES COME FROM, I DON'T KNOW THEY COME UP AND SAY, WELL, THE TAXES -- THE ATTORNEY'S FEES ARE TAKEN OUT OF OUR SHARE OR WHATEVER ELSE IT MIGHT BE WE HAVE BEEN UNWAVERING IN FACT THAT ANY PROVISION IN THIS AGREEMENT -- THE ORIGINAL AGREEMENT OR THE ADDENDUM -- THAT'S GOING TO HURT MY CHARITABLE TRUST THIS QUALIFICATION IS OUT THE AG WILL BE THERE AND WE'LL FIGHT IT ALL THE WAY

SO, THERE IS NO QUESTION THAT IF WE GOT A RIGHT OF FIRST REFUSAL AND MR MEDLIN COMMENTED IT'S A PRIVATE FOUNDATION IT'S DIFFERENT THAN WHEN IT'S CLASSIFIED AS A PUBLIC CHARITY, AND I DON'T WANT TO GET INTO TOO MUCH ABOUT THAT, YOUR HONOR, BUT WE'RE SATISFIED IF IT GOES TO PUBLIC CHARITY BECAUSE PUBLIC CHARITY HAS A LOOSER STANDARD BECAUSE THERE ARE PEOPLE TO OVERSEE IT -- AG SO, PRIVATE FOUNDATION IS MORE STRICT TO RULES YOU GOT TO GO BY IT'S MORE WIDE OPEN TO PUBLIC CHARITY, BUT STILL YOU GOT TO HAVE SOMEBODY LOOKING OVER TO MAKE SURE IT IS

PROTECTED, AND WHILE WE RELY ON THE EXPERTS HERE AND WE
LISTEN AND WE DONE OUR HOMEWORK, ALSO, WE'RE GOING TO BE
WATCHING THESE AND MAKING SURE THAT THE CHARITABLE TRUST
IS PROTECTED
SO, AND LIKE MR LEVENSON MENTIONED AT THE LAST
HEARING -- WELL, IF HE GETS 100 PERCENT, THAT'S A BIG TAX

(STATEMENT BY MR JONES)
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LIABILITY FOR HIM BUT A GOOD ONE TO HAVE SO, I DON'T
WANT TO HEAR ABOUT US GIVING AWAY 50 PERCENT BECAUSE I
THINK, YOUR HONOR, THAT WE HAVE DONE VERY WELL MR BELL
IS SAYING EVERY CASE YOU GOT IN SETTLING EVERYBODY DOESN'T
AGREE, BUT, YOUR HONOR, I WAS THERE ON AUGUST 10 AND I'M
HERE TODAY AND FROM WHAT I'VE HEARD I'M FOR IT AND THE AG
IS FOR IT
WE THINK THERE IS A CONTROVERSY, A MAJOR CONTROVERSY
WE THINK THESE PARTIES HAVE GIVEN A LOT I WOULD SAY THE
CHARITY GAVE A LOT, TOO, BUT NOT IN THE SENSE OF GOING
FROM ZERO THERE IS A CONTROVERSY THE SETTLEMENT IS
FAIR AND REASONABLE AND WE WANT YOUR HONOR -- TO ASK YOUR
HONOR BASED UPON THE INFORMATION AND THE EVIDENCE YOU HAVE
WE THINK IT WOULD BE APPROPRIATE FOR YOU TO APPROVE IT
OUR POSITION, YOUR HONOR -- WE TALKED TO YOU ABOUT
THE CHARITABLE TRUST WE DON'T NEED TO HEAR WITH ALL DUE
RESPECT FROM MR MEDLIN OR MR LEVENSON OR THE PR
TRUSTEES IT'S THE ATTORNEY GENERAL AND THE COURT OF
EQUITY SO, WITH THOSE COMMENTS, YOUR HONOR -- ALSO, WITH

THE NEW TRUSTEE I THINK IT WOULD BE APPROPRIATE, YOUR HONOR, THAT THE AG PER THE AGREEMENT COULD SELECT THE TRUSTEE AND WE'D OFFER UP MR BAUKNIGHT IN THAT POSITION WE DON'T THINK THERE WOULD BE ANY CONFLICT IF ANY CONFLICT OCCURS ALONG THE WAY, WE CAN APPOINT SOMEBODY ELSE TO HANDLE THAT ISSUE WE ARE THE ONES WHO APPOINTED

HIM

WE WOULD ASK THAT THE SETTLEMENT BE APPROVED AND WE'D ASK THAT MR BAUKNIGHT BE INSTATED AS THE TRUSTEE

THE COURT MR SHAHID?

MR SHAHID YOUR HONOR, IF YOU WOULD BEAR WITH ME, I'D LIKE TO TELL A LITTLE QUICK STORY TO THE COURT I'D LIKE TO ADD A LITTLE TO WHAT MR JONES HAD JUST MENTIONED AND PROFESSOR MEDLIN MENTIONED ABOUT THIS CONTROVERSY MY GRANDFATHER DIED TWO DAYS BEFORE MY TRUST AND ESTATE EXAMINATION AND I MENTION THAT BECAUSE IT IS BROUGHT TO MIND WHERE I SORT OF AM IN THIS CASE AND MY REPRESENTATION OF THE GUARDIAN AD LITEM, JAMES BR[redacted]

MY GRANDFATHER DIED, JUDGE, AFTER HE HAD DISINVESTED HIMSELF OF ANY PROPERTY HE CAME HERE FROM LEBANON WITH NOT MUCH OF A FORMAL EDUCATION AND HE WORKED HARD, BUILT UP A STORE, AND HE GAVE HIS CHILDREN, HIS GRANDCHILDREN ALL THAT HE OWNED BEFORE HE DIED HIS LAST BIRTHDAY A YEAR BEFORE HE DIED HE SAID I LEAVE YOU WITH ONE THING AND THAT IS MY NAME

WHAT STRUCK ME AS I PREPARED THIS AFFIDAVIT AND INTENTIONALLY INCLUDED IN MR ~SLOTCHIVER'S AFFIDAVIT WHEN YOU ASKED US TO PROVIDE YOU WITH THE AGREEMENT AND THE APPROVAL OF THIS AGREEMENT THAT THE VERY FIRST EXHIBIT THAT I ATTACHED WAS THE CERTIFICATE OF LIVE BIRTH OF OUR CLIENT -- OUR WARD -- WHICH IS I BELIEVE AN EXHIBIT IN

(STATEMENT BY MR SHAHID)
160

THIS COURT THIS HAS NOT BEEN MENTIONED MUCH IN THIS COURTROOM, BUT IT NEEDS TO BE MENTIONED IN THIS COURTROOM MY CLIENT'S NAME IS JAMES JOSEPH BR[redacted] HIS FATHER IS LISTED AS JAMES JOSEPH BROWN, JR

WE TALK ABOUT THE NEED FOR SETTLEMENT BECAUSE OF THE DRAIN OF THE RESOURCES THIS ESTATE MAY OR MAY NOT HAVE AND THE EXPENSE THAT THIS MAY HAVE ON DIVESTING THE ESTATE OF ITS MONETARY RESOURCES PROFESSOR MEDLIN MENTIONED THIS AND MR JONES MENTIONED THIS AS WELL

THE OTHER ASPECTS OF THIS CONTROVERSY IS THAT IT DRAGS THE NAME OF AN INTERNATIONALLY-KNOWN ICON POTENTIALLY THROUGHOUT THIS LITIGATION AND FOR MY CLIENT -- FOR MY WARD, MR ~SLOTCHIVER'S WARD -- MY CLIENT HAS A HIGH VESTED INTEREST IN PRESERVING HIS FATHER'S NAME BECAUSE HE CARRIES HIS FATHER'S NAME HE'S THE ONLY PERSON INVOLVED IN THIS LITIGATION IN ANY ROLE THAT HAS A NAME OF JAMES JOSEPH B[redacted] AND HE IS THE YOUNGEST -- I BELIEVE THE YOUNGEST -- LITIGANT OR PARTY INVOLVED IN THIS LITIGATION

HE WAS BORN ON JUNE 11, 2001 THIS HAS BEEN A HARD CASE FOR HIM HE MAY NOT UNDERSTAND THIS CASE HE IS TOO YOUNG TO APPRECIATE IT, BUT IT'S BEEN A HARD CASE FOR HIM BECAUSE HE'S BEEN WITHOUT A HOME AND HIS FATHER SINCE HIS FATHER DIED ON CHRISTMAS SEVERAL YEARS AGO MY REQUEST TO THE COURT IS, JUDGE, VERY SIMPLY TO APPROVE THIS AGREEMENT

(STATEMENT BY MR LEVENSON)
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FOR NO OTHER REASON THAN TO PRESERVE AND TO PROMOTE THE GOOD NAME OF HIS FATHER AND THE NAME THAT HE INHERITED

IT STOPS ALL OF THIS LITIGATION IT STOPS ALL THIS DIVESTING OF MONETARY RESOURCES AND IT PRESERVES WHAT WE'RE TRYING TO PROTECT AND THAT IS THE NAME OF JAMES JOSEPH BROWN

YOUR HONOR, THERE ARE SOME SIDE ISSUES THAT MR ~SLOTCHIVER AND I NEED TO TAKE OUT WITH THE COURT AT SOME PARTICULAR POINT AND PROBABLY PETITION TO APPROVE OUR FEES AND ALSO TO APPROVE THE AGREEMENT BETWEEN TOMI RAE BROWN AND MY CLIENT AND WE WILL DO THAT AT THE APPROPRIATE TIME THANK YOU

THE COURT MR LEVENSON?

MR LEVENSON COULD I REQUEST A BREAK? WE'VE BEEN GOING ABOUT AN HOUR AND A HALF

THE COURT SURE

MR LEVENSON IT'LL BE A MORE CONCISE ARGUMENT AFTER THAT

THE COURT IT MIGHT BE REAL SHORT IF I DON'T GIVE

YOU A BREAK I HAVE SEEN A JUDGE DO THAT BEFORE NOT ME
LET'S TAKE A BATHROOM BREAK
(WHEREUPON, A BREAK WAS TAKEN)
MR LEVENSON I AM GOING TO DELIVER ON TIME AND
UNDER BUDGET PROFESSOR MEDLIN TOLD ME HE WOULD TAKE 30
MINUTES

(STATEMENT BY MR LEVENSON)

THE COURT CAREFUL WHAT YOU REPRESENT
MR LEVENSON JUDGE, WHEN I FIRST STARTED PRACTICING
LAW I THOUGHT KNOWING THE LAW WAS SUFFICIENT NOW I KNOW
KNOWING THE LAW AND HAVING A STRONG BLADDER IS SUFFICIENT
TO BEING A GOOD TRIAL LAWYER
THE COURT THAT'S CALLED AGE, MR LEVENSON
MR LEVENSON JUDGE, WE'RE HERE ABOUT A CODE SECTION
THAT YOU'RE ASKED TO REVIEW AND I WOULD IMAGINE AND I
WOULD SAY THIS TO A JURY IF THE JURY WERE LOOKING AT IT
THIS IS PROBABLY THE FIRST TIME IN YOUR HONOR'S CAREER
THAT YOU'VE HAD AN OPPORTUNITY TO LOOK AT THIS CODE
SECTION WHEN APPLYING CERTAIN UNIQUE FACTS IN THAT
REGARD ONE OF THE THINGS I THOUGHT WOULD BE APPROPRIATE IS
TO LOOK AT WHAT CASES HAVE INTERPRETED THIS CODE SECTION
INSOFAR AS THE STANDARD OF REVIEW MEANING WHAT AN
APPELLATE COURT WOULD BE LOOKING AT IF THE APPELLATE COURT
WERE TO REVIEW THE DECISION OF THIS COURT IN APPLYING THE
LAW THAT TO THE FACTS THAT HAVE BEEN PRESENTED, AND I WILL
SAY THAT WE FOUND NO LAW ON THAT SUBJECT OR ONE OF US

WOULD BE TELLING YOU ABOUT IT IN FACT, I LOOKED OUTSIDE OF THE STATE -- THIS STATE -- FOR OTHER AUTHORITIES AND COULD NOT FIND ANY WHICH LEADS ME TO MAKE A CONCLUSION THAT MAY ULTIMATELY BE DECIDED ELSEWHERE, BUT THAT IT IS MORE LIKELY THAN NOT IN A CASE SUCH AS THIS THAT THE STANDARD OF REVIEW IS THE DISCRETION OF THE TRIAL COURT,

AND I BELIEVE THAT'S IMPORTANT BECAUSE IN THE-DISCRETION-OF-THE-TRIAL-COURT STANDARD YOU ARE NOT LIKELY TO BE REVERSED IF YOU HAVE ANY EVIDENCE ON WHICH TO EXERCISE YOUR DISCRETION FOR GRANTING OR DENYING THE PETITION FOR THE APPROVAL OF THE SETTLEMENT

UNLIKE MY OVEREDUCATED COLLEAGUE PROFESSOR MEDLIN, I LIKENED THIS CASE TO A CASE OF PROBABLE CAUSE WHICH IS TO SAY WE'RE HERE BEFORE A TRIBUNAL TO ESTABLISH WHETHER THERE ARE SUFFICIENT FACTS TO APPROVE THIS SETTLEMENT AGREEMENT PROFESSOR MEDLIN DID AN EXCELLENT JOB IN ARGUING THE CASE TO WHAT MIGHT VERY WELL BE THE END ARBITER OF THE FACTS, AND, FRANKLY, THAT WAS HELPFUL BECAUSE IT HELPED ME PULL BACK FROM THAT POSITION TO REALIZE THAT AT LEAST I THINK THAT NOT AS MUCH EVIDENCE IS REQUIRED IN YOUR HONOR EXERCISING THE DISCRETION TO APPROVE OR NOT THE SETTLEMENT AGREEMENT I DON'T BELIEVE WE WOULD HAVE HAD TO PROVE THAT WE COULD HAVE PREVAILED ON THE UNDUE INFLUENCE CLAIM OR ANY OTHER CLAIM THAT WAS BROUGHT THROUGH THE PLEADINGS IN THIS CASE

THE CASELAW THAT WAS PRESENTED THROUGH WITNESSES HERE, NOTWITHSTANDING RESPECTFULLY THE ARGUMENT THAT WE'VE MADE THAT MRS POPE AND MR BUCHANAN DO NOT HAVE STANDING TO TAKE THAT POSITION, BUT THE ARGUMENT WAS THE RUSSELL CASE AND I WROTE DOWN THAT YOUR HONOR ASKED THE QUESTION FOUR TIMES OF A WITNESS AS TO WHETHER THE RUSSELL CASE

(STATEMENT BY MR LEVENSON)

INVOLVED A CASE THAT WAS RELATED TO THE APPROVAL OF A SETTLEMENT AGREEMENT AND THE ANSWER WAS, ULTIMATELY, NO, IT DID NOT SO, AGAIN, WHETHER THERE IS ANY BINDING AUTHORITY OUT THERE THAT WOULD HELP GUIDE THIS DARE I SAY CASE OF FIRST IMPRESSION FOR YOUR HONOR TO CONSIDER AND FOR AN APPELLATE COURT MAY DO THEREAFTER

WHAT I DO KNOW, THOUGH, JUDGE, IS THAT YOU KNOW THERE ARE VERY SIGNIFICANT DIFFERENCES OF OPINION BY MR BUCHANAN AND MRS POPE ON WHAT IS IMPORTANT IN THIS CASE UNFORTUNATELY, THEY DON'T ACKNOWLEDGE THAT THERE IS AN EQUAL WEIGHT TO BE GIVEN TO THE BODY OF EVIDENCE THAT WE HAVE PRESENTED BECAUSE THEY PERHAPS BELIEVE MORE RELIGIOUSLY IN THEIR CAUSE THAN THEY GIVE US CREDIT FOR BELIEVING IN OURS

MRS POPE SAYS THAT MR HERRING TESTIMONY IS, QUOTE, NOT RELEVANT AND I BELIEVE THAT SHE FEELS VERY STRONGLY ABOUT THAT AND I RESPECT THAT VIEW, BUT SHE ALSO SAYS, QUOTE, I AM NOT EVEN SLIGHTLY BOTHERED BY HIS MISFORTUNE REFERRING TO THE ISSUE THAT WE ALL KNOW WAS HIS

MISFORTUNE, BUT IF MR HERRING COMES INTO THIS COURTROOM AND EVEN THOUGH PERHAPS MR BUCHANAN AND MRS POPE MIGHT NOT BRING HIM INTO THIS COURTROOM I ASSURE THAT YOU THAT HE WOULD BE IN THIS COURTROOM PURSUANT TO AN ORDER OF THIS COURT UPON OUR REQUEST TO TESTIFY ABOUT THINGS IT IS HARD TO IMAGINE THAT THERE ISN'T A JUSTIFIABLE BELIEF THAT

(STATEMENT BY MR LEVENSON)

HIS MISFORTUNE MIGHT NOT INFECT THIS CASE THAT'S NOT TO SAY THAT IT WOULD OR THAT A JUDGE OR JURY MIGHT NOT SAY, WELL, WE'RE GOING TO DISREGARD THE FACT THAT HE WALKED IN HERE IN THE ORANGE OUTFIT AND THE CHAINS ON HIS LEGS AND THE ATTACKS ON HIS CREDIBILITY AND IMPEACHMENT OF HIS INTEGRITY, BUT IT IS CERTAINLY ARGUABLE THAT THERE ARE SOME PEOPLE WHO WOULD BELIEVE OTHERWISE

AND THAT WHOLE APPROACH IS EMPHASIZED OR FOCUSED WHEN MR BUCHANAN AND MRS POPE TOOK A DIFFERENT APPROACH TO THE CASE THAN WE DID THEY DIDN'T INTERVIEW THE WITNESSES TO THE WILL -- MR FULLER -- WHO WE DID INTERVIEW WE ASKED ABOUT THAT THEY DIDN'T INTERVIEW MR HERRING EVIDENTLY BECAUSE THEY DID NOT FEEL IT WAS IMPORTANT, AND I RESPECT THAT IS THEIR POINT OF VIEW, BUT WHAT I THINK YOUR HONOR MUST EVALUATE IF THIS WAS TANTAMOUNT TO A PROBABLE CAUSE HEARING IS WHETHER THERE WAS ANY EVIDENCE THAT WOULD HAVE JUSTIFIED THE REASONABLENESS OF THE SETTLEMENT, NOT WHETHER IT WOULD HAVE PREVAILED IN THE ULTIMATE FINDING OF FACT

THE GRAVAMEN OF MRS POPE AND MR BUCHANAN'S DISAGREEMENT -- AGAIN, PRETERMITTING OUR OBJECTION TO THEIR STANDING WE'RE ASSUMING FOR THE PURPOSES OF THIS ARGUMENT IS THAT JAMES BROWN HAD A LONGSTANDING CHARITABLE INTENT AND THAT THE SETTLING PARTIES HAVE DISHONORED THAT LONGSTANDING CHARITABLE INTENT TO BENEFIT EDUCATIONAL

(STATEMENT BY MR LEVENSON)

INSTITUTIONS IN GEORGIA AND SOUTH CAROLINA FOR THE BENEFIT OF PEOPLE WE KEEP TALKING ABOUT CHILDREN I'M NOT SURE THAT THAT IS NECESSARILY A LIMITATION ON IT, BUT MR BROWN MIGHT VERY WELL HAVE INTENDED FOR ANYONE TO HAVE BEEN GIVEN THE OPPORTUNITY, BUT THAT LIFETIME OF CHARITABLE GIVING FOR EDUCATION HAS BEEN SUBSTANTIALLY ACCOMPLISHED MINDFUL OF THE COMPETING CLAIMS THAT COULD HAVE EXTINGUISHED ALL OF THE CLAIMS THAT WOULD HAVE ULTIMATELY GONE TO THE ATTORNEY GENERAL IF HE HAD PREVAILED OR NONE OF WHICH THAT COULD HAVE GONE TO THE ATTORNEY GENERAL, AND THERE ARE SOME -- THERE ARE SOME PITCHES THAT I IMAGINE PITCHERS WOULD LIKE TO HAVE BACK AND HERE IS ONE THAT I THINK IF THIS WAS A TRIAL ON THE MERITS THIS PITCHER WOULD WANT TO HAVE BACK

NOTWITHSTANDING MRS POPE AND MR BUCHANAN'S BELIEF THAT WE HAVE DISRESPECTED MR BROWN'S LIFETIME CHARITABLE INTENTS FOR THE EDUCATIONAL PURPOSES, MRS POPE TELLS YOUR HONOR THAT MR CANNON SAID HE WANTED TO GIVE ME A WILL LEAVING HALF OF HIS ESTATE, UNQUOTE THAT'S WHAT

MRS POPE TOLD YOUR HONOR THAT MR CANNON TOLD HER NOW,
IF MR CANNON WAS TOLD -- IF MR CANNON WOULD TESTIFY
SIMILARLY IN THE MERITS OF THE COMPETING CLAIMS AS HE TOLD
MRS POPE, THEN SURELY THERE WOULD BE SOME ARGUMENT THAT
MR BROWN HAD A LIFETIME PASSION FOR CHARITABLE GIVING FOR
THE BENEFIT OF EDUCATION UNLESS SOMEONE CAME ALONG AND

SAID GIVE ME HALF OF YOUR ESTATE FOR NON-CHARITABLE
PURPOSES SUCH AS MR CANNON, A MAN WHO HAD HIS CONFIDENCE
AND A FIDUCIARY DUTY TO HIM, ALL OF WHICH WOULD BE
SUPPORTED IN THE ARGUMENTS WE MADE IN THE CASE
FRANKLY, I DID NOT KNOW THAT STATEMENT UNTIL
MRS POPE SAID IT AND I HAVE EVERY REASON TO BELIEVE THAT
SHE SPOKE TRUTHFULLY AND THAT THAT IS PROBABLY WHAT CANNON
COULD HAVE DONE NOTWITHSTANDING THE FIRMLY-HELD BELIEF BY
MRS POPE AND MR BUCHANAN THAT UNDER ANY AND ALL
CIRCUMSTANCES EVERYTHING SHOULD HAVE GONE TO CHARITY
WHAT SHE MEANT WAS EVERYTHING SHOULD HAVE GONE TO CHARITY
EXCEPT IF SOMEONE CLOSE TO MR BROWN ASKED HIM TO DO
OTHERWISE WHICH IS PRECISELY THE REASON THAT THERE WAS IN
DISPUTE A FACTUAL DISAGREEMENT BETWEEN THE CHARITABLE
BENEFICIARIES REPRESENTED BY THE ATTORNEY GENERAL AND MY
CLIENTS ALONG WITH TOMI RAE BROWN
I'M SORRY WE -- I'D LIKE TO SAY, JUDGE, THAT -- I
THINK I STARTED AT 3 40 IT'S 3 48 TWO MINUTES AND I'LL
BE THROUGH THERE HAVE BEEN A NUMBER OF ATTACKS ON THIS

COURT AND THIS SYSTEM BY A NUMBER OF PARTIES SINCE CHRISTMAS DAY OF 2006 AND I BELIEVE THAT THE ATTACKS ON THIS COURT WERE UNJUSTIFIED THERE HAVE BEEN A NUMBER OF PEOPLE IN THIS COURTROOM THAT HAVE BEEN FRUSTRATED BY WHAT THEY PERCEIVE TO BE THE COURT'S UNWILLINGNESS TO DO WHAT THEY WANT TO DO, BUT NONE FRUSTRATED LONGER THAN MY

CLIENTS WHO HAVE BEEN IN THIS COURT LONGER THAN ANYONE, AND I DON'T MEAN TO SAY THAT YOUR HONOR HAS NOT PROVIDED DUE PROCESS WHAT I MEAN IS THAT FRUSTRATION IS PART OF THE PROCESS

YOU DO NOT, HOWEVER, TRASH THE PROCESS, CRITICIZE THE PROCESS, AND CLAIM IT IS WITHOUT FAIRNESS SIMPLY BECAUSE YOU DON'T GET WHAT YOU WANT TO SUGGEST THAT ANY COURT HAS FORCED A SETTLEMENT ON THE PARTIES IS UNWARRANTED TO DESCRIBE THE EVENT OF A SETTLEMENT AS AN UNTOWARD EVENT IS INAPPROPRIATE TO CLAIM THAT THIS PROCESS WHICH HAS AS OF JANUARY 30, MARCH 4, 5, 6, MARCH 25, 26 AND NOW TODAY APRIL 6 HAS NOT BEEN PROVIDING A HEARING AND DUE PROCESS TO PARTIES WHO WE BELIEVE DON'T EVEN HAVE STANDING TO BE HERE TO MAKE THIS POSITION AS WE WOULD CONSTRUE SECTION 1102 IS EVIDENCE THAT YOUR HONOR HAS BENT OVER BACKWARDS AND THIS COURT HAS BENT OVER BACKWARDS TO PROVIDE A HEARING FOR EVERYONE

WE HAVE NO IDEA WHAT YOUR HONOR IS GOING TO DO IN THIS CASE EXCEPT TO SAY THAT WHEN CONSIDERING THAT YOU

HAVE GREAT LATITUDE AS I WOULD CONSTRUE THE CONCEPT OF DISCRETION, IF THAT IS THE STANDARD OF REVIEW IN A CASE LIKE THIS, THAT YOUR DECISION HERE WILL BE SUSTAINED REGARDLESS OF WHO YOU SHOULD DISAGREE WITH ONE OF THE FIRST THINGS YOUR HONOR TOLD US WHEN WE CAME TO SEE YOU EARLY 2007 WAS THAT THIS CASE WAS TO BE HANDLED

(STATEMENT BY MR LEVENSON)

DIFFERENTLY THAN THAT CASE IS MIAMI AND I ACTUALLY CAN'T REMEMBER THE LADY'S NAME

THE COURT ANNA NICOLE SMITH

MR LEVENSON AND IT HAS I HONESTLY THINK THAT THIS CASE HAS RISEN TO THE TOP I REALLY DO FEEL HONORED TO BE A PART OF IT IT'S BEEN EXCITING AND EDUCATIONAL, BUT THE EYES OF THE WORLD ARE AFTER WE FINISH OUR PRESENTATIONS HERE ARE ON YOUR HONOR TO MAKE A DECISION THAT EITHER APPROVES AN AGREEMENT THAT IS HISTORICAL AND FORWARD-LOOKING OR TO LEAVE THE PARTIES BACK TO THE DISMAL DISAGREEMENTS THAT HAVE THROUGH THE HEAT OF BATTLE FORGED THIS SETTLEMENT AND WE BELIEVE -- I BELIEVE THAT THE SYSTEM HAS SERVED MY CLIENTS WELL REGARDLESS OF WHAT YOUR HONOR DECIDES THANK YOU

THE COURT MR BELL?

MR BELL THANK YOU, YOUR HONOR YOUR HONOR, BEFORE LUNCH WHEN YOU HEARD THE MOTIONS TO STRIKE YOU REPEATEDLY REMINDED US THAT THROUGHOUT THIS PROCESS YOU HAD INDICATED THAT ALL OF THE FILINGS IN THIS CASE WOULD BE PART OF THE

RECORD AND I MENTION THAT BECAUSE IT WAS THIS PAST FRIDAY
THAT WE RECEIVED AND THAT WAS FILED WITH THE COURT A
DOCUMENT THAT WOULD BE PART OF THAT RECORD AND PART OF
YOUR RULING THAT EVERYTHING WAS TO BE AVAILABLE FOR
CONSIDERATION THE WEIGHT WOULD BE VARIED, BUT THAT WAS
THE OFFER OF JUDGMENT YOUR HONOR, WE DIDN'T PARTICIPATE

(STATEMENT BY MR LEVENSON)

IN THAT IT CAME OUT OF THE BLUE IT WAS A TOTAL
SURPRISE TO ME TO OPEN MY MAIL AT THE END OF LAST WEEK AND
RECEIVE AN OFFER OF JUDGMENT FROM MRS POPE AND
MR BUCHANAN, BUT THAT OFFER OF JUDGMENT IS VERY
REVEALING

PROFESSOR MEDLIN OFFERED ONE POINT, BUT THE
INTERESTING THING IS IT HAS ALL THE CATEGORIES IN IT THAT
THE SETTLEMENT HAS THE ONLY DIFFERENCE IS THE
PERCENTAGES ARE DIFFERENT THEY EVEN PROVIDE FOR PAYING
MONEY TO BUDDY DALLAS AND AL BRADLEY THEY PROVIDE FOR
PAYING MONEY TO LITTLE MAN, TO TOMI RAE, TO MY CLIENTS
EVERYBODY IS TAKEN CARE OF, BUT IT'S THE PERCENTAGES AND
AS PROFESSOR MEDLIN SAID THAT PROVES THAT THEY RECOGNIZE
THAT THERE IS A CONTROVERSY WORTH SETTLING AND RESOLVING,
BUT THE ONE THING THAT IS DIFFERENT IN THAT IS IT PROVIDES
THAT THEY WILL BE THE PERMANENT TRUSTEES, I FEEL, FOREVER

NOW, THAT IS INTERESTING, YOUR HONOR, BECAUSE
MRS POPE TESTIFIED AND MR BUCHANAN SEVERAL MONTHS AGO
THAT THEY HAVE NO INTEREST IN BEING IN THIS JOB FOREVER

THEY TESTIFIED TO US THAT THEY ARE LOOKING FORWARD TO
WRAPPING UP THE INITIAL PHASE AND MOVING ON THAT'S
PRECISELY WHAT THIS DOES MR BUCHANAN TOLD US THAT HE'S
NOT A PROFESSIONAL TRUSTEE, THAT HE DID NOT HAVE
EXPERIENCE IN THE MUSIC AREA IN MANAGING THESE THINGS, HAD
NOT BEEN A TRUSTEE BEFORE IN SOMETHING LIKE THIS, AND SO

THE SETTLEMENT PROVIDES FOR AN INDIVIDUAL WHO'S DONE
HUNDREDS OF TRUSTS, WHO HAS THAT BACKGROUND AND EXPERIENCE
AND IT TAKES CARE OF IT
YOU KNOW, MR LEVENSON -- AND I RESPECT HIM FOR
THIS -- WANTED TO STRIKE SOME AFFIDAVITS I, QUITE
FRANKLY, THINK EVERY ONE OF THOSE AFFIDAVITS LENT CREDENCE
TO THE NEED TO APPROVE THE SETTLEMENT BECAUSE ALL OF THOSE
AFFIDAVITS RAISED QUESTIONS OF CONTROVERSY AND EVERY ONE
OF THEM ARE THE OPPOSITE OF OTHER FACTS THAT ARE IN THE
RECORD AND IT'S ALL THE MORE REASON TO APPROVE IT
YOUR HONOR, WE HAVE A CHOICE HERE YOUR HONOR HAS A
CHOICE WE EITHER SETTLE THIS CASE SHORT TERM OR WE'RE
GOING TO BE LITIGATING NOT ONCE A MONTH AS HAS BEEN THE
LAST YEAR, BUT IT'S GOING TO BE EVERY DAY EVERY WEEK FOR
THE NEXT TWO OR THREE YEARS
FINAL THREE POINTS MR RUFF -- AND I'M SURE HE IS
AN EXCELLENT TAX ATTORNEY WHEN MR RUFF TESTIFIED AND
ANSWERED QUESTIONS FROM PROFESSOR MEDLIN HE GAVE MAYBE THE
STRONGEST TESTIMONY YET AS TO THE NEED FOR THIS SETTLEMENT

BECAUSE VERY CANDIDLY HE RECOGNIZED THE WEEKNESS IN THE OPPOSITION AND THE FACT OF THE CONTROVERSY WHEN HE TALKED IN TERMS OF THE 50 PERCENT, WHEN HE TALKED IN TERMS OTHER THINGS -- DIDN'T KNOW ABOUT THE RESIDUAL RIGHTS SO, IF YOU FOLLOW THE CROSS EXAMINATION OF RUFF IT SUPPORTS THE NEED FOR THIS

(STATEMENT BY MR LEVENSON)

THE FINAL TWO POINTS THE -- AS MRS POPE SAID, SHE WAS IN HERE TO GET IT STARTED THIS IS THE REPLACEMENT IT IS THE TRANSITION FROM THE START TO THE PERMANENCY AND THAT WOULD ALLOW IT TO GO AHEAD, BUT THERE'S BEEN A LOT OF TALK, YOUR HONOR, ABOUT THE TRANSITION YOU KNOW, WHEN MRS POPE AND MR BUCHANAN TOOK OVER THERE WAS NO TRANSITION WE'RE TOLD THAT THERE ARE 20-SOMETHING LAWSUITS THERE ARE, BUT THEY'RE NOT THE ONES -- THEY'RE NOT THE ATTORNEYS IN THERE THERE ARE GOOD LAWYERS IN THOSE CASES, BUT THERE IS NO -- SHOULD BE NO DIFFICULTY IN THE TRANSITION AS TO THOSE LAWSUITS BECAUSE THEY'RE BEING HANDLED BY COMPETENT ATTORNEYS MANY OF THEM ARE STAYED AS TO THE LITIGATION, AS TO THE DISCOVERY, AND, SO, THAT'S NOT A PROBLEM

THE -- THERE ARE NO ONGOING THINGS AS FAR AS MARKETING OR SELLING THE ESTATE THAT'S NOT A PROBLEM THE THE REAL CONCERN HERE, THOUGH, YOUR HONOR, IS THE ONLY PEOPLE, IN ESSENCE, OPPOSING WHAT YOUR HONOR WILL DO IF YOU APPROVE IT IS AS YOU'VE SAID YOUR SPECIAL

ADMINISTRATORS AND YOUR TRUSTEES, AND I THINK IN ALL OF
OUR COMBINED EXPERIENCE NONE OF US ARE AWARE OF TRUSTEES
APPOINTED BY A COURT WHO THEN APPEAL A DECISION OF THE
COURT THAT APPOINTED THEM IN A SITUATION SUCH AS THIS
THAT'S HIGHLY UNUSUAL, AND IF THEY ARE REPLACED AND THEY
ARE DONE SO IN A WAY TO MINIMIZE THE APPEAL THAT

SIMPLIFIES EVERYTHING, ALLOWS THE SETTLEMENT TO GO AHEAD,
AND ALLOWS THE DEPLETION OF THE ESTATE FROM ATTORNEY FEES
AND TIME AND WHATNOT TO STOP
I URGE THE APPROVAL OF THE SETTLEMENT THANK YOU,
YOUR HONOR
THE COURT MR BAILEY?
MR BAILEY WHERE TO BEGIN
THE COURT I DON'T KNOW I'LL LET YOU DECIDE THAT
MR BAILEY I WOULD LIKE TO JUST READ TO THE COURT
SECTION 62-1-102
THE COURT HOLD ON 62 WHAT?
MR BAILEY ONE-102
THE COURT 62-1-102
MR BAILEY YES, SIR
THE COURT PURPOSES OF RULES?
MR BAILEY YES, SIR
THE COURT IS THAT CORRECT?
MR BAILEY YES, SIR AND I WOULD CITE A "THIS
CODE SHALL BE LIBERALLY CONSTRUED AND APPLIED TO PROMOTE

ITS UNDERLYING PURPOSES AND POLICIES " B "THE
UNDERLYING PURPOSES AND POLICIES OF THIS CODE ARE," AND I
GO TO NUMBER TWO, "TO DISCOVER AND MAKE EFFECTIVE THE
INTENT OF THE DECEDENTS IN THE DISTRIBUTION OF HIS
PROPERTY," AND, FOUR, "TO FACILITATE USE AND ENFORCEMENT
IN CERTAIN TRUSTS "

(STATEMENT BY MR BAILEY)

COMMISSION IT WAS NOT DEALING WITH A CHARITABLE TRUST
AND THE LANGUAGE THAT WAS USED BY THE AUTHOR OF THE
OPINION WAS THAT THE COURT AGREED THIS WAS A VERY LIMITED
APPLICATION OF THE CONCEPT OF THE ATTORNEY GENERAL HAVING
THE AUTHORITY TO COMPROMISE THE SETTLEMENT OF THE TAX
ISSUE, NOT OF THE CHARITABLE TRUST
NOW, WE HAVE BEEN UNABLE TO FIND ANY TYPE OF A CASE
IN SOUTH CAROLINA THAT AUTHORIZES THE ATTORNEY GENERAL TO
SETTLE A -- AN ISSUE THAT DEALS WITH THE CHARITABLE TRUST
AND ITS DIMINUTION IN VALUE, DISTRIBUTION TO NON-TRUSTEES
THE COURT WELL, HE SAYS -- THE ATTORNEY GENERAL
USES THE LANGUAGE THAT THEY WILL CONTROL THE LITIGATION
I ASSUME BY CONTROLLING THE LITIGATION THAT WOULD
ENCOMPASS THE ABILITY TO ENTER INTO A SETTLEMENT YOU
DON'T AGREE WITH THAT?
MR BAILEY NO, SIR I HAVE TO FALL BACK ON THE
PRINCIPAL THAT I MAY REPRESENT YOU IN ANY NUMBER OF
MATTERS, BUT AS YOUR ATTORNEY I HAVE NO RIGHT TO
COMPROMISE, SETTLE YOUR CLAIM WITHOUT YOUR CONSENT I

THINK THAT IS THE SAME THING THAT APPLIES --

THE COURT WELL, WHOA

MR BAILEY -- TO THE ATTORNEY GENERAL

THE COURT HE IS REPRESENTING THE NEEDY CHILDREN WHO ARE THE BENEFICIARIES OF THE TRUST HE IS REPRESENTING THE TRUST WHO DOES HE HAVE TO GET CONSENT FROM?

(STATEMENT BY MR BAILEY)

MR BAILEY MRS POPE AND MR BUCHANAN

THE COURT AS PR'S AND TRUSTEES?

MR BAILEY YES, SIR

THE COURT AND THAT IS FATAL IN AND OF ITSELF IS YOUR POSITION?

MR BAILEY TO THE ATTORNEY GENERAL'S POSITION --

THE COURT YES, SIR

MR BAILEY -- YES

THE COURT AND YOUR POSITION SAYS THAT HE CAN'T CONSENT TO ANYTHING WITHOUT GETTING THE APPROVAL OF YOUR PR TRUSTEES OR THE ONES THAT I APPOINTED?

MR BAILEY AS TRUSTEES I DON'T WANT TO CONFUSE IT WITH PR'S

THE COURT YOU'RE RIGHT AS TRUSTEE'S

MR BAILEY AGAIN, IT'S ALSO REFLECTED IN THAT MORAN CASE -- THE PORTION THAT I READ TO YOU THAT IT SHOULD BE THE TRUSTEE THAT HAS THE POWER TO ENTER INTO A COMPROMISE

THE COURT MR BAILEY, 62-3-1102, SUBSECTION THREE, MANDATES ME TO MAKE A FINDING AS TO WHETHER OR NOT THE

CONTEST OR CONTROVERSY IS, NUMBER ONE, IN GOOD FAITH, AND, SECONDLY, THE EFFECT OF THE AGREEMENT UPON THE INTEREST OF PERSONS REPRESENTED BY FIDUCIARIES OR OTHER REPRESENTATIVES IS JUST AND REASONABLE SO, THAT'S THE TWO THINGS IF I FIND THOSE TWO THINGS, THEN I SHALL MAKE AN ORDER APPROVING THE AGREEMENT AND DIRECTING ALL

FIDUCIARIES SUBJECT TO MY JURISDICTION TO EXECUTE THE AGREEMENT

SO, HOW DO YOU RECONCILE THAT LANGUAGE WITH YOUR POSITION THAT IT REQUIRES THE CONSENT OF THE NOW TRUSTEES FOR THE SETTLEMENT IF THE AG'S OFFICE WANTS TO BECOME A MEMBER OF -- PARTICIPATE IN IS A BETTER WAY OF SAYING IT AND I AM NOT FUSSING

MR BAILEY YES, SIR

THE COURT THAT'S WHAT I AM STRUGGLING WITH WHEN YOU SAY MRS POPE AND MR BUCHANAN HAVE TO GIVE THEIR CONSENT AND I APPRECIATE YOUR POSITION, BUT HOW DO I RECONCILE THAT WITH THE LANGUAGE IN 62-3-1102 (3)?

MR BAILEY WE'RE ALSO LOOKING AT --

THE COURT HOLD ON ONE SECOND WHO IS JACQUELINE HOLLANDER?

MR BAILEY SHE IS THE LADY WHO WANTED TO TESTIFY AND INTERVENE BUT SHE COULDN'T GET AN ATTORNEY

THE CLERK SHE'S GOT ONE

THE COURT HOLD ON A SECOND JUST GET THAT PRINTED

OFF THEY FILED AN ACTION IN THE NORTHERN DISTRICT OF
WHERE?
THE CLERK THEY'RE IN ILLINOIS
THE COURT IN ILLINOIS JUST FOR EVERYBODY'S
AFTERNOON INFORMATION
GO AHEAD, MR BAILEY YOU KNOW WHAT MY QUESTION IS

(STATEMENT BY MR BYRD)
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COMPROMISE SUGGESTS, TOO THEY SUGGEST A DIFFERENT AMOUNT
GOING TO THE FAMILY MEMBERS
MR BYRD THAT'S TRUE, YOUR HONOR
THE COURT THANK YOU ANYBODY ELSE? ANYTHING IN
RESPONSE, PROFESSOR?
MR MEDLIN BRIEFLY, YOUR HONOR
THE COURT BRIEFLY
MR MEDLIN THE MORAN CASE SIMPLY PROVES OUR POINT
THAT THE TRUSTEE CAN BIND THE BENEFICIARIES, BUT, AGAIN,
IT'S AN APPOSITE BECAUSE IT INVOLVES A TRUSTEE WHO DID
CONSENT AND THE BENEFICIARY TRIED TO OVERRIDE IT DOESN'T
OVERTURN SECTION 3-1102 IN RESPONSE TO YOUR QUESTION
ABOUT 3-1102 AND YOUR AUTHORITY TO DIRECT THE TRUSTEES TO
RESPOND, MR BAILEY'S RESPONSE WAS, WELL, THERE IS A
PRIVATE EDUCATIONAL TRUST THE ATTORNEY GENERAL IS NOT
TRYING TO REPRESENT THE GRANDCHILDREN HE IS JUST TRYING
TO REPRESENT THE CHARITY SO, I DON'T SEE HOW HOW THAT'S
RESPONSIVE AT ALL 3-1102 SAYS WHAT IT SAYS THE MORAN
CASE DOESN'T OVERTURN IT, AND THE FACT THAT THERE IS A

NON-CHARITABLE TRUST INVOLVED DOESN'T OVERTURN IT IN FACT, THERE IS IS AN IMPACT ON THE CHARITABLE TRUST IN THAT IT LENGTHENS THE GRANDCHILDREN'S TRUST THEY DO BETTER UNDER THE SETTLEMENT THAN THEY DO WITHOUT THE SETTLEMENT, BUT THE ATTORNEY GENERAL ON BEHALF OF THE CHARITABLE HAS APPROVED THAT IMPACT

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

COURT OF COMMON PLEAS
07-CP-02-122

IN RE ESTATE OF JAMES BROWN)
A/K/A JAMES JOSEPH BROWN)
)
VS)
)
)
)

TRANSCRIPT OF RECORD

AUGUST 10 2007
AIKEN SOUTH CAROLINA

B E F O R E

THE HONORABLE DOYET A EARLY, III, JUDGE

A P P E A R A N C E S

LOUIS LEVENSON ESQ
ATTORNEY FOR THE THE HEIRS

KEITH M BABCOCK ESQ
W JONATHAN HARLING, ESQ
ATTORNEY FOR THE PERSONAL REPRESENTATIVES

DAVID L MICHEL ESQ
ATTORNEY FOR TOMI RAE HYNIE BROWN

ADELE J POPE, ESQ
ROBERT L BUCHANAN, JR , ESQ
SPECIAL ADMINISTRATORS

A PETER SHAHID, JR ESQ
ATTORNEY FOR THE GUARDIAN AD LITEM

STANLEY G JACKSON, ESQ
ATTORNEY FOR MR DALLAS AND MR BRADLEY

JAMES B HUFF, ESQ
ATTORNEY FOR MR CANNON

LISA H HICKLIN
OFFICIAL COURT REPORTER

IS THE POSITION OF THE SPECIAL ADMINISTRATORS THAT THE ESTATE OF JAMES BROWN IS THE SOLE BENEFICIAL OWNER OF THAT CORPORATION IN OTHER WORDS, THAT IT SHOULD RECEIVE ANY BENEFIT WHICH THAT CORPORATION HAS

THE COURT WHAT IS THE NAME OF THAT CORPORATION?

MRS POPE THE NAME OF IT IS SEVENTH DECADE PRODUCTIONS

THE COURT SEVENTH DECADE?

MRS POPE YES, YOUR HONOR, AND WE HAVE BEEN DELIVERED JUST YESTERDAY A NUMBER OF ORIGINAL DOCUMENTS OF SEVENTH DECADE PRODUCTIONS, INC , AND WHEREAS WE BELIEVE THAT MR BROWN HAS THAT BENEFICIAL INTEREST, WE DON'T BELIEVE THAT HE HAS OR SHOULD HAVE THE CONTROLLING INTEREST OR THE DUTY TO FILE TAX RETURNS, AND AS TO THAT ENTITY WE HAVE AGREED TO HOLD THE DOCUMENTS FOR TWO WEEKS AND RETURN THEM TO MR CANNON, AND OUR POSITION ABOUT SEVENTH DECADE WILL BE INCLUDED IN THE REPORT THAT WE HOPE TO PRESENT TO THE COURT WITHIN 30 DAYS

IN SUMMARY IT IS OUR RECOMMENDATION THAT DAVID CANNON IMMEDIATELY AND PERMANENTLY RESIGN OR BE REMOVED AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JAMES BROWN AS TRUSTEE OF THE JAMES BROWN --

THE COURT WELL, IS THAT AN AGREEMENT OR IS THAT A RECOMMENDATION?

MRS POPE WE BELIEVE THAT HE AGREES TO THAT

RESIGNATION, BUT I WOULD LIKE TO STATE IT FOR THE COURT BECAUSE THERE HAS BEEN A LOT OF DISCUSSION AND I WOULD PREFER THAT HIS COUNSEL

THE COURT ALL RIGHT SHOULD I ADDRESS MR BABCOCK OR MR HUFF?

MR BABCOCK MR HUFF, YOUR HONOR

THE COURT MR HUFF?

MR HUFF YOUR HONOR, WE ARE -- AT THIS TIME HAVE A DOCUMENT TO FILE WITH THE COURT WHEREBY MR CANNON VOLUNTARILY IS RESIGNING AS PERSONAL REPRESENTATIVE OF THE ESTATE AND AS TRUSTEE OF BOTH OF THESE NAMED TRUSTS IT IS WITH MUCH REGRET, BUT HE BELIEVES IT IS IN THE BEST INTEREST FOR ALL CONCERNED AND FOR THE MEMORY OF MR BROWN

MRS POPE IT IS ALSO --

THE COURT HOLD ON A SECOND ANY OPPOSITION BY ANY OTHER PARTIES? MR LEVENSON ET AL?

MR LEVENSON JUDGE --

THE COURT AS TO MR CANNON

MR LEVENSON I'M SORRY, JUDGE

THE COURT NO AS TO MR CANNON

MR LEVENSON NO, SIR WE HAVE NO OPPOSITION HOWEVER OUT OF AN OVER ABUNDANCE OF CAUTION WE INSIST, OF COURSE THAT THE STATUTORY OBLIGATIONS OF ACCOUNTING THAT ARE STILL UPON THE REMOVED FIDUCIARY BE UPON MR CANNON

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

COURT OF COMMON PLEAS
07-CP-02-122

IN RE ESTATE OF JAMES BROWN)
A/K/A JAMES JOSEPH BROWN)
)
)
)

TRANSCRIPT OF RECORD

SEPTEMBER 24, 2007
AIKEN SOUTH CAROLINA

B E F O R E

THE HONORABLE D A EARLY, III, JUDGE

A P P E A R A N C E S

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DAVID YOUNT, ESQ
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W JONATHAN HARLING, ESQ
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S ALAN MEDLIN, ESQ
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STANLEY G JACKSON, ESQ
ATTORNEY FOR MR DALLAS AND MR BRADLEY

MR RICHTER I WAS JUST GOING TO PROMOTE, YOUR HONOR, AS A PRACTICAL MATTER WE COULD REVISIT THIS ISSUE AT SUCH TIME AS A PROPERTY SELLS THE ONE HOUSE THAT STILL REMAINS IN MYRTLE BEACH IS ON THE MARKET FOR SALE

THE COURT WELL, YOU HEARD WHAT I SAID A WHILE AGO IF HE OWES IT AND PAYS IT, I'LL TAKE A LOT DIFFERENT LOOK THAN IF HE OWES IT AND DOESN'T PAY IT

MR RICHTER WE'D VERY MUCH LIKE TO WIN THE COURT'S FAVOR WITH THAT, BUT I'M ADVISED THAT HE IS FINANCIALLY UNABLE AT THIS TIME

THE COURT WHAT DOCUMENTS WILL SHOW WHERE ANY OF THAT 370 IS?

MR RICHTER YOUR HONOR THE CHECKBOOKS AND THE CHECKS ON THAT ACCOUNT WHICH WAS CONTAINED WITHIN THE 30 BOXES OF DOCUMENTS

THE COURT WHAT ACCOUNT IS IT?

MR RICHTER THE JAMES BROWN IRREVOCABLE TRUST ACCOUNT AT ENTERPRISE BANK

THE COURT WELL I ALLOWED HIM TO PAY BACK MONEY AT THE LAST HEARING WITHOUT ANY SANCTIONS OR PUNISHMENT YOU'RE TELLING ME NOW THAT SOME OF THIS MONEY SHOULD NOT HAVE BEEN USED BY HIM AND SHOULD HAVE BEEN PAID ON THE ACCOUNT AND IF IT'S NOT PAID BACK THERE WILL BE SANCTIONS, PENALTIES, ET CETERA SO, AS TO THE MONEY THAT IS OWED TO M & T WHICH IS THE SUM OF $370 000, SIR?

MR BROWN YES, SIR, YOUR HONOR, ROUGHLY
THE COURT GIVE ME --
MR BROWN IT IS 373,000, I BELIEVE, IF MY CALCULATION IS CORRECT
THE COURT MR BROWN, I WANT YOU TO PROVIDE TO THE SPECIAL ADMINISTRATORS WITHIN 24 HOURS THE AMOUNT THAT YOU CLAIM IS DUE SEND THAT ALSO TO MR RICHTER AND MR BLAND
MR BROWN WE'LL DO SO, YOUR HONOR
THE COURT I WILL GIVE MR CANNON 10 DAYS TO PAY THAT GENTLEMEN, IF HE CANNOT PAY IT I NEED TO KNOW
MR RICHTER YOUR HONOR, IF WE RECEIVE THAT ACCOUNTING DO WE HAVE LEAVE OF COURT TO FILE AN OPPOSITION? I MEAN, IF, FOR EXAMPLE, IT'S NOT 370 THAT WE CAN SHOW THROUGH DOCUMENTS THAT A SUM WENT INTO JAMES BROWN ENTERPRISES OR SOME OTHER ENTITY --
THE COURT I'LL TELL YOU WHAT I'LL LET YOU ESCROW IT INTO THE COURT AND HE CAN CLAIM OFF WHATEVER HE CAN PROVE WENT IN TO PAY IT BACK TEN DAYS
MR BROWN AND, YOUR HONOR, I KNOW THAT YOU'RE TRYING TO MOVE THIS STUFF ALONG, BUT JUST BECAUSE HE ALLEGEDLY GAVE IT TO JAMES BROWN ENTERPRISES DOESN'T AFFECT MY RIGHT TO CLAIM FROM HIM HE HAD IT AND KNEW IT WASN'T HIS --
THE COURT YOU CAN MAKE WHATEVER CLAIMS YOU WANT TO,

SIR

MR BROWN THANK YOU, YOUR HONOR

MR RICHTER JUDGE, THE ORDER IS SIMPLY TO ESCROW IT INTO THE COURT WITHIN THE 10 DAYS AND THEN WE CAN AGREE TO DISAGREE AS TO THE ENTITLEMENT OF THOSE FUNDS?

THE COURT CORRECT IF YOU'RE UNABLE TO DO SO, I NEED TO BE NOTIFIED SO WE CAN REVISIT THAT

MR BUCHANAN, MRS POPE, ANYTHING ELSE IN REGARD TO YOUR REPORT AND OR RECOMMENDATION?

MR BUCHANAN NO, YOUR HONOR THANK YOU

THE COURT GENTLEMEN, ANYTHING ELSE?

MR BLAND ONLY IF YOU WANT ME TO RESPOND TO SOME OF THE THINGS MR LEVENSON SAID BEFORE YOUR HONOR ADJOURNED

THE COURT ABOUT WHAT? ABOUT ATTORNEY'S FEES?

MR BLAND THE CONTEMPTUOUS CONDUCT THAT THEY'RE SEEKING THE FEES FOR YOUR HONOR, MY CLIENT WAS REPRESENTED BY MR BABCOCK'S OFFICE AND THERE WERE 30 BOXES OF DOCUMENTS PROVIDED AND THERE IS NO QUESTION THAT HE DID NOT COMPLY WITH YOUR ORDER OF AUGUST 10 IN TERMS OF TIME PERIOD OF 30 DAYS I CAN ONLY SAY THAT THERE WAS -- GETTING INTERIM COUNSEL -- WE CAME ON LAST WEEK WE HAVE HIT THE GROUND RUNNING YOUR HONOR KNOWS THAT WE'RE PROCEEDING IN GOOD FAITH I THINK BASED ON OUR HISTORY TOGETHER I JUST THINK YOU'VE LAID SOME PRETTY HARD GROUND RULES ON THIS MAN TODAY

THE COURT I'VE DID WHAT?

MR BLAND YOU'VE LAID SOME PRETTY HARD --

THE COURT NO, SIR NO, SIR ALL I'VE LAID ON THIS MAN IS FOR HIM TO DO WHAT HE WAS SUPPOSED TO DO --

MR BLAND RIGHT

THE COURT -- TO START OFF WITH

MR BLAND AND I THINK THAT IF THIS ISN'T COMPLIED WITH THERE IS GOING TO BE SOME EVEN GRAVER THINGS THAT ARE GOING TO HAPPEN TO THIS MAN THAN WHAT IS HAPPENING RIGHT NOW SO I WOULD ASK THAT -- I DO NOT BELIEVE THAT HE WILLFULLY VIOLATED YOUR COURT ORDER I THINK THAT HE WAS TRYING TO GET INFORMATION FROM MR BABCOCK'S OFFICE DURING THAT INTERIM TIME PERIOD HE WOULD -- MR BABCOCK WAS IN A TOUGH POSITION BECAUSE HE IS NO LONGER THE COUNSEL FOR HIM BUT COUNSEL FOR THE ESTATE MR JACKSON WAS REPRESENTING HIM

MR JACKSON YOUR HONOR, I HAVE NEVER REPRESENTED MR CANNON AND THAT WAS VERY CLEAR AND I DON'T --

THE COURT THANK YOU

MR JACKSON I HAVE NEVER REPRESENTED MR CANNON

MR BLAND THAT WAS MY UNDERSTANDING I APOLOGIZE THAT WAS MY UNDERSTANDING

MR JACKSON I HAD -- WE HAD --

THE COURT ALL RIGHT, GENTLEMEN I KNOW WHO REPRESENTS WHO

MR BLAND YES, SIR, YOUR HONOR --

THE COURT MR BLAND, YOU SHOULD HAVE BEEN HERE ON AUGUST 10 I WAS VERY VERY FORCEFUL, VERY, VERY PLAIN ABOUT WHAT WE INTENDED TO DO

MR BLAND MY ONLY ARGUMENT IS I DO NOT BELIEVE THAT IT WAS A WILLFUL DISREGARD OF YOUR HONOR'S ORDER I DEFINITELY THINK THERE IS A VIOLATION OF YOUR ORDER, BUT I DO NOT BELIEVE IT'S CONTEMPTUOUS

THE COURT WELL WHETHER IT WAS WILLFUL OR NOT WE ALL HAVE TO BE HERE AS A RESULT OF IT NOT BEING TURNED OVER WHAT IS THAT? HOW LONG DO Y'ALL WANT MY PATIENCE TO LAST? IS THAT ANOTHER PHONE?

MR RICHTER IT IS

THE COURT PLEASE EVERYONE TURN THEIR PHONES OFF WE ALL HAVE TO BE HERE AS A RESULT OF THIS CONDUCT I SUPPOSE I CAN ASSESS COSTS AND FEES WITHOUT HOLDING IT --

MR BLAND I AM TOLD BY MY CLIENT, YOUR HONOR, THAT HE GAVE EVERYTHING THAT WAS ASKED FOR TO MR BABCOCK IN THAT TIME PERIOD AND HE DID HIS BEST TO RETRIEVE WHAT WAS NECESSARY TO ANSWER INTERROGATORIES BY THE 13TH AND PROVIDED THIS DOCUMENTATION RIGHT NOW WE JUST GOT BACK THE THREE BOXES OF DOCUMENTS FROM MRS POPE I THINK IT WAS LAST FRIDAY OR THURSDAY I KNOW IT'S NOT AN EXPLANATION THAT YOUR HONOR WOULD WANT TO HEAR, BUT THAT IS ALL I CAN

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

COURT OF COMMON PLEAS
07-CP-02-122

IN RE ESTATE OF JAMES BROWN)
A/K/A JAMES JOSEPH BROWN)
)
)
)

TRANSCRIPT OF RECORD

NOVEMBER 15 & 20, 2007
BAMBERG, SOUTH CAROLINA

B E F O R E

THE HONORABLE D A EARLY, III, JUDGE

A P P E A R A N C E S

LOUIS LEVENSON, ESQ
DAVID YOUNT, ESQ
ATTORNEYS FOR THE HEIRS

KEITH M BABCOCK, ESQ
W JONATHAN HARLING, ESQ
ATTORNEYS FOR THE PERSONAL REPRESENTATIVES

ROBERT N ROSEN, ESQ
DAVID L MICHEL, ESQ
M JEAN LEE, ESQ
S ALAN MEDLIN, ESQ
ATTORNEYS FOR TOMI RAE HYNIE BROWN

ADELE J POPE, ESQ
ROBERT L BUCHANAN, JR , ESQ
SPECIAL ADMINISTRATORS

A PETER SHAHID, JR , ESQ (11/20)
ATTORNEY FOR THE GUARDIAN AD LITEM

STANLEY G JACKSON, ESQ
ATTORNEY FOR MR DALLAS AND MR BRADLEY

MR BUCHANAN BEFORE TUESDAY OR WEDNESDAY OF NEXT WEEK TO HAVE ME AN AFFIDAVIT -- PROVIDE A COPY TO MR BLAND AND MR RICHTER -- OF WHAT YOU DEEM TO BE EXPENSES AS TO THE CONTEMPT HEARING ONLY -- AS TO NO OTHER ISSUES

IN THE MEANTIME, MR CANNON, YOU ARE RESTRAINED AND ORDERED TO NOT LEAVE THE STATE OF SOUTH CAROLINA WITHOUT PERMISSION FROM THE COURT WHERE IS THE FUNERAL?

MR CANNON IN COLUMBIA

THE COURT THAT WOULD NOT, OBVIOUSLY, PRECLUDE YOU FROM THAT VERY WELL ALL RIGHT LET ME SEE ALL OF THE LAWYERS IN CHAMBERS

(WHEREUPON, A BREAK WAS TAKEN)

THE COURT THANK YOU PLEASE BE SEATED NO, I AM NOT CARRYING A POCKETBOOK THESE DAYS LAST WEEK SOMEBODY LEFT A VIDEO CAMERA YOU LEFT IT OUTSIDE IN THE PARKING LOT AND THE AUDITOR FOUND IT AND BROUGHT IT UP TO ME

LADY IN AUDIENCE THANK YOU

THE COURT I HOPE IT'S ALL STILL THERE ALL RIGHT THE NEXT PROCEEDING THIS MORNING WILL BE CONSIDERATION OR CONTINUATION OF THE PETITION TO HAVE MR BRADLEY -- JUDGE BRADLEY -- AND MR DALLAS REMOVED AS TRUSTEES AND OR P R 'S

MR JACKSON, I UNDERSTAND THAT WE HAVE AN ANNOUNCEMENT THAT YOU NEED TO MAKE

MR JACKSON AS YOUR HONOR KNOWS WE HAVE FILED A

MOTION TO DISMISS THAT PETITION AND -- BASED ON THE PROCEDURE AND THE LAW HOWEVER, BECAUSE WE BELIEVE AFTER HEARING SOME RATHER SURPRISING TESTIMONY FROM MR CANNON THAT MY CLIENTS WERE NOT AWARE OF MANY OF THE TRANSACTIONS, WEREN'T AWARE OF EVERYTHING, WE STILL NEVERTHELESS ARE VERY, VERY CONCERNED FOR GOING FORWARD IN THE BEST INTEREST OF THIS ESTATE AND BEING PART OF WANTING TO FURTHER THE LEGACY OF JAMES BROWN MR DALLAS AND MR BRADLEY BOTH HAVE BEEN INTEGRALLY INVOLVED IN TRYING TO PERPETUATE AND PRESERVE AND PROMOTE THE LEGACY OF JAMES BROWN AND THE -- FOR SUCH THINGS AS JAMES BROWN BOULEVARD AND JAMES BROWN ARENA AND THE STATUTE OF JAMES BROWN IN AUGUSTA WERE ALL IN -- MR DALLAS WAS ALL INVOLVED WITH ALL OF THOSE THINGS OVER THE LAST 24, 25 YEARS AND MR DALLAS AND MR BRADLEY ALSO WAS VERY INVOLVED THROUGHOUT MUCH OF MR BROWN'S LIFE IN HIS BUSINESSES AND HELPING HIM PROMOTE AND MAKING SURE THAT THE NAME AND -- OF JAMES BROWN WAS PRESERVED AND FOSTERED AND PROMOTED SO THAT WE HAVE TODAY SOMETHING TO BE TALKING ABOUT INSTEAD OF YOU KNOW ALL THE UNFORTUNATE -- SOME OF THE HISTORIES OF HIS COURT PROBLEMS

SO, WE WANT AND ARE MAJORLY INTERESTED IN PROMOTING AND PRESERVING AND FURTHERING THAT, AND YOUR HONOR HAS SUGGESTED THAT IT MIGHT BE IN THE BEST INTEREST OF THAT LEGACY AND THAT PROMOTION THAT A NEW SLATE -- EVEN THOUGH

MY CLIENTS ARE READY TO DEFEND EVERYTHING THEY'VE DONE AND BELIEVE THEY HAVE FOSTERED AND FURTHERED THE INTEREST OF THE ESTATE IN ALL ASPECTS AND HAVE BROUGHT BECAUSE OF THEIR ENTERTAINMENT CONTACTS MORE VALUE TO THE ESTATE -- BE THAT AS IT MAY, WE'RE CONCERNED WITH THE PUBLIC IMAGE AND THE COURT SYSTEM AND AS OFFICERS OF THE COURT WE WANT TO DO WHAT IS PERCEIVED BEST AS WELL, AND IN WHAT IS PERCEIVED BEST IS A LOT OF WHAT THE PUBLIC COMMUNITY

SO AS A CONSEQUENCE OF THAT, IN LOOKING AT HOW IS IT BEST TO MAXIMIZE THIS ESTATE FOR THE CHILDREN AND FOR, MOST IMPORTANTLY THE NEEDY CHILDREN OF GEORGIA AND SOUTH CAROLINA WHO NEED EDUCATION, WE'RE OFFERING THE RESIGNATIONS OF MY CLIENTS

THE COURT THAT'S IN THE POSITION OF PERSONAL REPRESENTATIVE AND TRUSTEE, AS I UNDERSTAND IT?

MR JACKSON YES, SIR, HOWEVER, ON CERTAIN CONDITIONS AND THAT IS THAT THEY WILL CONTINUE TO BE ABLE TO ASSERT ALL THEIR CLAIMS THEY HAVE WORKED LIKE TROJANS I HAVE PICTURES OF ALL OF US CRAWLING ON THE FLOOR AND GOING THROUGH DOCUMENTS WE WERE THE ONES WHO FOUND THE 5 MILLION-DOLLAR CHECK THAT MR CANNON DELIVERED I MEAN, I PERSONALLY FOUND THAT AND ALSO SUBJECT TO BEING ABLE TO ASSERT ANY CLAIMS --

THE COURT WELL, CERTAINLY, THEY HAVE SERVED SINCE DAY ONE, AND THE RESIGNATION WOULD NOT PRECLUDE THEM FROM

FILING ANY CLAIM FOR ANY STATUTORY OR WHATEVER FEES THEY MAY CLAIM FOR SERVICES RENDERED TO DATE SO, I'LL ALLOW THAT AT THE APPROPRIATE TIME OBVIOUSLY, OF COURSE, IF THERE IS ANY CLAIMS THAT ANYONE HAS AGAINST THEM SERVING IN THEIR CAPACITY, THEY LIKEWISE CAN BE MADE THE FACT THAT THEY RESIGNED WOULDN'T SHIELD THEM FROM THAT

MR JACKSON AND ALSO, WITH DUE RESPECT WE WOULD REQUEST THAT I BE ALLOWED TO SUBMIT A CLAIM FOR MY SERVICE TO THEM AND TO THE ESTATE TO BE CONSIDERED BY THE COURT

THE COURT ABSOLUTELY

MR JACKSON AND THAT WE MAKE THIS SUGGESTION AS PART OF THE EASE OF TRANSITION AND TO APPRECIATE THE VALUE AND THE HARD WORK NOT ONLY OF MY CLIENTS BUT ALSO OF HOW TO MAXIMIZE THE LEGACY, THE CONTINUUM AND THE BRAND NAME OF JAMES BROWN THAT THE COURT IN CHAMBERS -- WE BROUGHT WITH US MR TOBY BYRON WHO IS A NEW YORK PRODUCER WHO HAS PRODUCED MUCH OF THE JAMES BROWN -- EXCUSE ME, NOT JAMES BROWN -- MUCH OF THE BLACK AMERICAN -- I'LL LET HIM TESTIFY, BUT WE ASK THAT THE COURT AS FAR AS DEVISING -- AND THE COURT IS AWARE THAT WE HAVE SUBMITTED A PLAN FOR GOING FORWARD TO THE COURT WE BELIEVE THE COURT SHOULD HEAR FROM MR BYRON AND ALSO DR COX, BUT WE DON'T THINK THAT SHOULD BE IN A PUBLIC FORUM BECAUSE SOME OF THE NEGOTIATIONS ARE VERY, VERY SENSITIVE

THE COURT WHAT IS THE NAME? COX AND WHAT?

MR JACKSON DR COX AND MR BYRON TOBY BYRON AND DR COX -- TERRY COX AND WE WOULD ASK THAT THE COURT HAVE THAT ON THE RECORD BUT IN CHAMBERS, NOT IN THE PUBLIC FORUM AND UNDER THOSE CONDITIONS FOR THE BETTERMENT OF THE ESTATE AND TRUST AND TO AVOID ANY QUESTIONS THAT COULD BE INJURIOUS TO THAT LEGACY AND WE WOULD TENDER THE RESIGNATION TO THE COURT

THE COURT THANK YOU, MR JACKSON THE COURT WILL ACCEPT THE RESIGNATIONS AS THEIR POSITIONS AS TRUSTEE AND P R 'S AS OF THIS VERY MINUTE

MR LEVENSON JUDGE, MAY I BE -- THERE IS ONE CAVEAT THAT I MAY SPEAK TO THE RECORD I BELIEVE IT WAS ALSO RECITED THAT THEY WOULD RESIGN ANY POSITION OF OFFICER, DIRECTOR, OR CONTROL OR IN ANY CAPACITY FOR ANY OF THE CORPORATE ENTITIES WHICH HAVE BEEN INVOLVED IN THIS EITHER ESTATE OR TRUST SO THAT THEY WOULD HAVE NO FIDUCIARY RESPONSIBILITY FOR ANY OF THE ASPECTS OF THE CORPORATIONS WHICHEVER ONES WE KNOW ABOUT OR ONES WE DO NOT KNOW ABOUT

THE COURT MR JACKSON, I UNDERSTOOD THAT WAS GOING TO BE, ALSO, PRESIDING AS DID MR CANNON FOR THOSE POSITIONS, EXCEPT FOR GERONIMO

MR JACKSON I HEARD THAT I DIDN'T COMMUNICATE THAT TO MY CLIENTS I DON'T THINK THAT'S A PROBLEM

THE COURT NO IT'S NOT

MR JACKSON OKAY I FAILED TO COMMUNICATE THAT

SUBMITTED TO THE COURT LAST WEEK?

THE COURT I THINK NOW THAT WE HAVE AN S A NOW ELEVATED TO THAT POSITION, LET'S JUST DISCUSS THAT IN CHAMBERS IN A FEW MINUTES

MR LEVENSON YES SIR

THE COURT MR JONES MS LEWIS MR MAXWELL? GENTLEMEN?

MR RICHTER NOTHING YOUR HONOR

THE COURT LET'S GO IN CHAMBERS NOW YOU WANT ME TO LISTEN TO DR COX AND MR BYRON FOR A FEW MINUTES?

MR JACKSON YES SIR

THE COURT WE LL ENTERTAIN THEM IN-CHAMBERS AND THEN WE'LL TALK ABOUT THE EVALUATIONS AND THE PLANS YES SIR?

MR BLAND I WAS JUST GETTING UP

THE COURT SIR?

MR BLAND NOTHING

THE COURT ALL RIGHT I ASSUME THAT YOU'RE GOING TO COMPLY WITH MY ORDER MR BLAND?

MR BLAND YES, SIR I'LL PASS THE HAT AROUND YOUR HONOR

THE COURT LET ME SEE YOU TWO ABOUT THAT YOUNG MAN I JUST SENT OVER THERE MEET IN CHAMBERS IF YOU'LL BRING MR COX AND MR BYRON

(WHEREUPON A BREAK WAS TAKEN AND THE PROCEEDINGS CONTINUED IN CHAMBERS AS FOLLOWS)

THE COURT YOU CAN HAVE A SEAT ANYWHERE YOU'D LIKE WELCOME TO SOUTH CAROLINA

MR COX MY WIFE WAS BORN HERE

THE COURT SIR? YOUR WIFE WAS BORN HERE?

MR COX YES SIR

THE COURT WHEREABOUTS?

MR COX GEORGETOWN

THE COURT GREAT TOWN

MR DALLAS JUDGE, IF I COULD BRIEFLY GIVE A PREAMBLE AS TO HOW THESE FOLKS ARE INVOLVED IT MIGHT BE HELPFUL

THE COURT MR DALLAS ON THE RECORD LET ME THANK YOU FOR THE DECISION YOU MADE TODAY THAT WILL HELP MOVE MATTERS ALONG MY PERSONAL THANK YOU

MR DALLAS THANK YOU

THE COURT MR DALLAS YOU WANT TO MAKE AN OPENING STATEMENT?

MR DALLAS JUST FOR THE BENEFIT OF EVERYONE SO AS TO KIND OF UNDERSTAND THE WORKING RELATIONSHIP DECEMBER 25 AT 1 20 IN THE MORNING I GET THE CALL THAT MR BROWN HAS PASSED AND THEN COME TO A FULL REALIZATION YOU KNOW THAT WE'VE GOT A PRETTY BIG JOB TO DO AND OF COURSE WE GOT STARTED AND THEN WE STARTED THIS ON FEBRUARY 9, AND THEN WE DISCOVERED THE DAVID CANNON ISSUES BUT EVEN PRIOR TO THAT MY VISION OF MOVING FORWARD

I KNOW THAT WE WON'T DO THAT, BUT I DO FEEL, JUDGE THAT YOU HAVE A RESPECT FOR JAMES BROWN NO MATTER -- I DON'T KNOW IF YOU KNEW HIM PERSONALLY OR NOT BUT THAT'S MY VISION THAT'S MY GOAL FOR WHAT ALL OF US DO WITHOUT GETTING INTO THE CLAIMS OF TOMI RAE OR THE CLAIMS OF THE CHILDREN, BUT THAT'S THE OVERALL VISION

SO THESE TWO GENTLEMEN CAN BE EXTREMELY VALUABLE TO YOU I TRUST THAT YOU WILL WORK WITH THEM AND I DIDN T REACH THESE CONCLUSIONS ABOUT THESE MEN QUICKLY IT'S BEEN OVER THIS COURSE OF THIS YEAR SO I RECOMMEND THEM TO YOU I HAVE NO COMMITMENT TO TOBY BYRON OTHER THAN HIS PROFESSIONAL ABILITIES I HAVE NO COMMITMENT TO DR COX OTHER THAN HIM STEPPING FORWARD AND BEING WILLING TO TAKE THIS AND BRAND IT MARKET IT AND MAKE THE JAMES BROWN LEGACY EVEN BIGGER THAN ANY OF US THINK THEY CAN BE SO THANK YOU FOR INDULGING ME --

THE COURT THANK YOU

MR DALLAS -- FOR THAT MOMENT I APPRECIATE IT THANK YOU

THE COURT YOU'RE WELCOME TO STAY WITH US

MR LEVENSON JUDGE, I WOULD ASK THAT MR DALLAS STAY I THINK I MIGHT HAVE SOME QUESTIONS FOR HIM AND MR COX TOO ON MR COX'S ROLE IN THIS MATTER BUT I CERTAINLY WANT TO HEAR WHAT HE HAS TO SAY FIRST

THE COURT WHO WANTS TO GO FIRST?

MR JACKSON I THINK DR COX
THE COURT DR COX?
MR COX WHAT IS IT THAT I NEED TO START WITH?
MR JACKSON WELL START I THINK WITH --
THE COURT REPORTER YOUR FULL NAME
THE COURT GIVE US YOUR NAME FOR THE RECORD
MR COX TERRY BRADFORD COX
THE COURT AND YOUR BACKGROUND, PLEASE?
MR COX MY BACKGROUND IS I HAVE BEEN SEEN BY OTHERS AS BASICALLY SOMEONE WHO DEVELOPS BUSINESS AND BRANDING STRATEGIES AND HAS THE ABILITY TO TAKE THOSE STRATEGIES AND IMPLEMENT THEM
THE COURT I THINK THAT YOU HAVE A C V ATTACHED TO THE --
MR COX YES
THE COURT WE'RE NOT GOING TO GO THROUGH ALL OF THAT THAT'S THERE TELL US WHAT YOU CAN DO TO HELP US MAXIMIZE THE JAMES BROWN ESTATE
MR COX WHAT YOU HAVE IS, BASICALLY, NON-PERFORMING ASSETS I THINK EVERYONE IN HERE KNOWS THAT -- IS THAT YOU HAVE SOMETHING THAT BASICALLY CREATES NO REVENUE AT ALL IN THE SENSE OF IF YOU TAKE YOUR SONG BOOK -- I MEAN, THE CATALOG -- IT PRODUCES REVENUE, BUT IT'S ALREADY ACQUIRED TO PAY DEBT IF YOU LOOK AT, YOU KNOW, EVERY OTHER THING IT'S AN ASSET THAT'S SITTING THERE BUT IT

EVERYONE I'D LIKE TO SHOW YOUR HONOR A COUPLE OF THINGS WITH MR COX HERE FIRST

CROSS-EXAMINATION

BY MR LEVENSON

Q MR COX, IS THIS YOUR E-MAIL?

A LET'S SEE HERE

Q YOU ARE TERRY BRADFORD COX?

A YES

Q MAY 18 2007 DID YOU WRITE TO STEVE SIDMANS? LOOK AT THE BOTTOM, PLEASE

A OH, OKAY

Q IS THAT YOUR E-MAIL TO MR STEVE SIDMANS AT MR GREENBERG TRAURIG?

A I WOULD HAVE TO READ IT

Q WHY DON'T YOU READ IT THEN?

A I AM MOST LIKELY AGREEING THAT IT WOULD BE YES

Q MR DALLAS IS THE ONE WHO INVITED YOU TO COME HERE TODAY, CORRECT?

A CORRECT

Q DOES MR DALLAS HAVE A PARTICIPATION INTEREST IN WHATEVER PROGRAM YOU'RE PUTTING TOGETHER?

A NO

Q WOULD YOU READ TO THE COURT WHAT IT SAYS IN YOUR E-MAIL? IT SAYS IN THE MIDDLE OF THAT E-MAIL FROM YOU TO STEVE SIDMANS WHO FOR THE RECORD IS AN ATTORNEY AT THE LAW

FIRM OF GREENBERG TRAURIG CORRECT?
A YES
Q THE NUMBER HE WAS LOOKING FOR -- AND YOU WERE REFERRING TO BUDDY DALLAS -- WAS 100 PLUS OR MINUS MILLION AS PART OF THE PACKAGE HE WANTED A SUCCESSION PLAN THAT PROVIDED HIM AND OTHERS WITH A PIECE OF THE I P O ?
A OKAY THAT'S MY MISTAKE
Q OH, IT S A MISTAKE?
A OH NO NO NO --
THE COURT LET HIM FINISH HIS ANSWER
THE WITNESS WHEN I INITIALLY PUT THIS TOGETHER -- I COME FROM A BUSINESS WORLD IN WHICH WHEN YOU HAVE PEOPLE IN, LET'S SAY, LEADERSHIP IN OTHER ORGANIZATIONS WHAT YOU INITIALLY DO IS IF YOU'RE BUYING ASSETS YOU GENERALLY WANT TO BUY MANAGEMENT AROUND THOSE ASSETS SO THERE IS A TENDENCY TO SET UP BASICALLY STOCK OPTION PROGRAMS TO MAINTAIN THOSE INDIVIDUALS SO MY INITIAL APPROACH TO MR DALLAS WAS THAT WAS IN THERE I HAD THAT IN THERE
Q WHAT IS THE THAT?
A THAT THIS WHOLE IDEA OF, BASICALLY, A SUCCESSION PLANNING TO WHICH YOU WOULD NORMALLY SEE IN REGULAR BUSINESS SETTINGS IN WHICH IF WE RE ACQUIRING YOUR ORGANIZATION AND YOUR ASSETS I MAY WANT YOU TO COME ALONG WITH IT SO WHAT WE TEND TO DO IN THOSE TYPES OF SETTINGS IS SET UP BASICALLY, STOCK OPTION PLANS THINGS OF THIS

NEVER APPROVE JOHN SPARKS WOULD NEVER APPROVE OF ANYTHING LIKE THAT

Q ALL RIGHT LET ME SHOW YOU THIS PARTNERSHIP AGREEMENT HAVE YOU EVER SEEN THAT BEFORE DATED MAY 21 2007 BETWEEN FERLANDO BROWN -- THE GRANDSON OF JAMES BROWN -- ALVIN WATERS AND CALVIN WATERS?

A NO

Q YOU WERE COMMUNICATING WITH FERLANDO BROWN BY E-MAIL WERE YOU NOT?

A ON WHAT?

Q WERE YOU COMMUNICATING WITH HIM ABOUT HIS PARTICIPATION IN AN ACQUISITION OF THE VARIOUS RIGHTS IN THE ESTATE?

A WAS I COMMUNICATING?

Q WITH FERLANDO BROWN THE GRANDSON OF JAMES BROWN FOR HIM TO BE THE POINT PERSON TO ACQUIRE THE ASSETS OF THE ESTATE AND TRUST

A IF YOU GO BACK TO THE INITIAL DOCUMENT --

THE COURT WELL ANSWER HIS QUESTION DID YOU HAVE ANY CONVERSATIONS WITH FERLANDO BROWN?

THE WITNESS ON WHAT? I HAVE NEVER SEEN THIS DOCUMENT SO I DON'T KNOW WHAT IT IS

Q VERY WELL YOU DIDN'T SEE THE DOCUMENT?

A RIGHT

Q ARE YOU AWARE THAT FERLANDO BROWN WAS ATTEMPTING TO

ACQUIRE THE ASSETS OF THE ESTATE AND TRUST AS EITHER -- AS AN OWNER OR PART OWNER OF THAT ENTITY?

A WITH THIS GROUP HERE WITH THE TWINS?

Q WITH CALVIN AND ALVIN WATER, YES SIR

A I BELIEVE THERE COULD HAVE BEEN SOME DISCUSSION BUT I BELIEVE THERE WOULD BE NO MORE THAN THAT BECAUSE THESE TWINS TRIED TO GET ME TO COME INTO SOMETHING I ENDED UP AT MATTHEWS -- WHAT'S HIS NAME? CHARLES MATTHEWS' OFFICE ONE DAY HE IS AN ATTORNEY IN TOWN

Q CHARLES MATHIS

A CHARLES MATHIS I WAS TAKEN UP THERE BY FERLANDO BROWN TO INTRODUCE THIS GUY WHEN I GOT UP THERE THE TWINS WERE UP THERE TRYING TO -- WE WENT TO A MEETING ROOM I SAID WHAT'S THIS ALL ABOUT? THEY SAID WE WANT YOU TO BECOME PART OF AN ENTITY I SAID, WHAT ENTITY? AND THEY WERE TRYING TO FORCE ME TO BECOME PART OF AN ENTITY THAT I REFUSED TO DO SO I REMEMBER WALKING OUT OF THAT ROOM SAYING TO THESE GUYS I NEVER WANT TO BE BLINDSIDED BY THIS AGAIN I DO NOT KNOW WHAT YOU GUYS ARE TRYING TO DO BECAUSE THE TWINS FOR SOME REASON --

THE COURT WHO ARE THE TWINS?

MR COX ALVIN AND CALVIN

MR LEVENSON PERSONS WHO WOULD HAVE BEEN WITNESSES HERE TODAY HAD WE GONE FORWARD WITH THE REMOVAL

MR COX GENERALLY WHAT ALVIN AND CALVIN WERE

TRYING TO DO WAS TO CREATE AN ENTITY I KNEW THESE INDIVIDUALS IN, LET'S SAY, A PASSING TYPE OF WAY FERLANDO BROWN CAME TO ME AND SAYS I WOULD LIKE TO DO SOMETHING I THINK YOU WOULD HELP WITH THIS WITH YOUR EXPERIENCE AND THINGS OF THAT NATURE I BELIEVE THE TWINS HAVE BEEN IN THE INDUSTRY LIKE WHAT WE TALKED ABOUT OVER HERE THEY'VE BEEN IN THE INDUSTRY THEY COULD PROBABLY HELP YOU OUT I SAID FINE IF THEY'VE GOT FINANCING AND THINGS OF THAT NATURE WHICH THEY SAY THEY DO AND ALL OF THIS THAT WOULD BE GOOD

WELL WHAT I LEARNED VERY QUICKLY WAS THEIR ABILITY TO DELIVER ON PROMISES FELL QUITE SHORT OF WHAT THEY WERE DOING AND I'VE GOT E-MAILS WHERE I WAS DEMANDING CERTAIN THINGS AND NOTHING EVER CAME THE COUP DE GRAS CAME WHEN AN E-MAIL THAT PROBABLY GOES ALONG TO WHAT WE'RE TALKING ABOUT CAME TO ME FROM THEM WHERE I WAS COPIED WHICH STATED -- AND THIS WAS SENT TO BERNARD JACKSON CHARLES ANTONIO I DO NOT EVEN KNOW WHO THESE PEOPLE ARE IT SAID CC FLIP TERRY BRADFORD COX AND ME AGAIN

Q TELL THE JUDGE WHO FLIP IS

A THAT'S FERLANDO BROWN

Q WHO IS FERLANDO? WHAT IS HIS RELATIONSHIP TO THIS? LET S JUST MAKE SURE WE'RE CLEAR ON THE RECORD FERLANDO BROWN?

A RIGHT

Q HE IS THE GRANDSON OF JAMES BROWN?
A YES
Q THE SON OF TERRY BROWN?
A YES
Q THE ANSWER IS GENERALLY YOU WERE NEGOTIATING WITH FERLANDO BROWN TO PARTICIPATE IN A PARTIAL OWNERSHIP TO WHATEVER ENTITY?
A I NEVER NEGOTIATED WITH THESE INDIVIDUALS IN ANY PARTIAL OWNERSHIP WHATSOEVER THESE GUYS TALKED THIS I WOULD ALWAYS STATE I AM NOT PART OF THIS ENTITY I DON'T KNOW WHO IS GOING TO BE A PART OF THIS ENTITY WHEN THEY SENT ME THIS I HAD NO IDEA WHERE THEY WERE COMING FROM I HAD NO -- THIS BASICALLY WAS THE LAST CONVERSATION BECAUSE I'LL STATE THIS TO YOU AGAIN MY COUNSEL WOULD LOOK AT THIS AND SAY HOW CAN YOU CREATE SOMETHING LIKE THIS AND GET COURT APPROVED?
THE COURT WELL, LET ME STOP YOU RIGHT HERE OBVIOUSLY WE'RE NOT MAKING ANY DECISION TODAY AS TO WHETHER YOU'RE GOING TO OR NOT GOING TO THAT'S SUBJECT TO A LOT OF INVESTIGATION BY THE SPECIAL ADMINISTRATORS WITH EVERYBODY'S INPUT AT THAT TIME
SO, MR LEVENSON I AM NOT GOING TO CONDUCT AN INTERVIEW OR ALLOW YOU TO QUESTION HIM ON ALL OF THAT TODAY
MR LEVENSON YES SIR

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

COURT OF COMMON PLEAS
07-CP-02-122

IN RE ESTATE OF JAMES BROWN)
A/K/A JAMES JOSEPH BROWN)
)
)

TRANSCRIPT OF RECORD

FEBRUARY 7, 2008
AIKEN, SOUTH CAROLINA

B E F O R E

THE HONORABLE DOYET A EARIY, III, JUDGE

A P P E A R A N C E S

LOUIS LEVENSON, ESQ
DAVID YOUNT, ESQ
ATTORNEYS FOR THE THE HEIRS

ROBERT N ROSEN, ESQ
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T HEYWARD CARTER, ESQ
S ALAN MEDLIN, SQ
ATTORNEYS FOR THE TOMI RAE HYNIE BROWN

ADELE J POPE, ESQ
ROBERT L BUCHANAN, JR , ESQ
SPECIAL ADMINISTRATORS

A PETER SHAHID, JR , ESQ
ATTORNEY FOR THE GUARDIAN AD LITEM

STEPHEN M SLOTCHIVER ESQ
GUARDIAN AD LITEM

SHOULD HAVE DONE SOMETHING ELSE OR MAYBE IT WOULD HAVE BEEN BETTER ANOTHER WAY, BUT, YOU KNOW, AS YOU LOOK BACK AT IT I HAVEN'T SEEN A MONDAY MORNING QUARTERBACK YET THROW AN INTERCEPTION

THE COURT ALL RIGHT LET'S GET BACK ON SCHEDULE WITH MR DALLAS

Q SO, MR DALLAS, MR BROWN WAS SO ADAMANT ABOUT RETAINING CONTROL OF THE PROPERTY THAT EVEN THOUGH YOU WERE NAMED TRUSTEE OF A TRUST HE RETAINED DE FACTO CONTROL AND YOU REALLY HAD NO RESPONSIBILITIES OTHER THAN WHEN HE ASKED YOU TO DO SOMETHING IS THAT A FAIR ASSESSMENT OF THE TRUST?

A I THINK THAT'S A FAIR ASSESSMENT

Q AND ONE LAST QUESTION ABOUT THAT TRUST AND THEN I WANT TO ASK YOU A FEW QUESTIONS ABOUT SCHEDULE B YOU, IF I UNDERSTOOD YOU CORRECTLY, SAID YOU WEREN'T SURE WHETHER THE TRUST B HAD BEEN REVOKED -- EXCUSE ME -- WHETHER THE 1999 TRUST HAD BEEN REVOKED WHY DIDN'T YOU INFORM THE PERSONAL REPRESENTATIVES ABOUT THE EXISTENCE OF THE TRUST POSSIBLY STILL VALID EVEN THOUGH YOU DIDN'T HAVE A COPY OF IT?

A WELL I THOUGHT I ANSWERED THAT EARLIER THAT IT WAS TO MY KNOWLEDGE IN DEWAIN HERRING S FILES THAT WERE IN THE POSSESSION OF THE SPECIAL ADMINISTRATORS THEY WERE TURNED OVER TO THEM

Q BUT, YET, YOU FILED THAT DOCUMENT AND LED THE COURT TO BELIEVE FOR SOME PERIOD OF TIME THAT THAT WAS ACCURATE, CORRECT?
A FOR SOME SHORT PERIOD OF TIME, YES
Q SO, YOU WOULD RATHER KEEP YOUR POSITION AS A FIDUCIARY THAN TELL THE TRUTH TO THE COURT?
A NO, SIR BECAUSE IT WAS ONLY A MATTER OF WHEN -- DO YOU REALIZE THAT IN THE VERY -- IN EARLY AUGUST MRS POPE COMMUNICATED TO ME THAT IF I WOULD GIVE UP ANY CLAIM TO THE ESTATE THAT I COULD STAY ON AS PERSONAL REPRESENTATIVE AND TRUSTEE? THAT'S THE KIND OF COMMUNICATION THAT WAS GOING ON I DIDN'T FEEL THAT -- I NEVER FELT THAT JUDGE EARLY EVER INTENDED FEBRUARY 9 WHEN HE APPOINTED TWO SPECIAL ADMINISTRATORS FOR THEM TO COMPLETELY, TOTALLY TAKE OVER THIS ESTATE, BUT EVERYTIME AN ORDER WAS SIGNED THE POWERS WERE GREATER AND GREATER TO THE POINT ON AUGUST 10 AL BRADLEY AND I HAD NO AUTHORITY WHATSOEVER
Q LET ME ASK THE QUESTION AGAIN MR DALLAS MAYBE I DIDN'T MAKE MYSELF CLEAR IF I UNDERSTAND CORRECTLY, YOU FILED THAT DOCUMENT WHICH YOU KNEW TO BE FALSE?
MR BYRD OBJECTION, YOUR HONOR
Q BECAUSE YOU WERE --
THE COURT HOLD ON
MR BYRD OBJECTION, YOUR HONOR THAT QUESTION IS SO ARGUMENTATIVE HE IS TALKING ABOUT A FALSE DOCUMENT AS

OPPOSED TO AN INCORRECT LEGAL POSITION THERE WAS NOTHING FALSE THERE WAS NOTHING IN THAT DOCUMENT THAT WAS FALSE IT EXPRESSED --

MR MEDLIN I'LL WITHDRAW MY QUESTION, YOUR HONOR I'LL ASK IT A DIFFERENT WAY

THE COURT PLEASE DO

Q YOU FILED A DOCUMENT THAT YOU BELIEVED NOT TO BE ACCURATE BECAUSE YOU WERE CONCERNED THAT IF YOU DID NOT YOU WOULD BE REMOVED FROM YOUR POSITION ON THAT DAY YOU CHOSE, DID YOU NOT, TO PREFER YOUR OWN POSITION AS FIDUCIARY TO FILE A DOCUMENT THAT WAS AN INACCURATE REFLECTION OF WHAT YOU SAY IS THE TRUE STATE OF OWNERSHIP DESPITE THE FACT THAT YOU WERE CONCERNED ABOUT HONORING MR BROWN'S INTENT, DESPITE THE FACT THAT YOU KNEW IT WAS TO BE INACCURATE YOU DID THAT TO KEEP YOUR FIDUCIARY POSITION?

A I DID THAT TO SATISFY A SPECIAL ADMINISTRATOR THAT HAD TAKEN OVER THE OPERATION OF THIS ESTATE

MR JACKSON -- ON THE ADVICE OF MY LAWYER, I FILED IT I DIDN'T AGREE WITH IT THEN, AND I DON'T AGREE WITH IT NOW, AND I DID EVERYTHING I CAN DO TO CORRECT IT

Q OR YOU COULD HAVE NOT FILED IT?

A OR I COULD NOT HAVE FILED IT I WISH THAT I HAD NOT GOTTEN THAT LEGAL ADVICE TO FILE IT I WISH THAT YOU HAD NOT CIRCULATED THAT DOCUMENT AROUND I WISH THAT

MRS POPE HADN'T STOOD UP HERE IN THIS COURT AND SAID, YOUR HONOR, I CAN'T FIND ANY EVIDENCE THAT JAMES BROWN ENTERPRISE IS OWNED BY THE TRUST, AND THERE IS ITEM AFTER ITEM OF INFORMATION THAT PROVES THAT JAMES BROWN ENTERPRISES WAS INTENDED TO BE CONVEYED AND WAS, IN FACT, CONVEYED TO THE TRUST, BUT THAT WAS THE REPRESENTATION MADE TO THIS COURT, AND THAT WAS WHAT WE HAD TO DEAL WITH

NOW, YOU MAY DISAGREE WITH THAT, BUT YOU WERE TRYING VERY DESPERATELY TO GET EVERYBODY TO SIGN OFF ON THIS THING THAT'S A FACT

Q SO, NOW I'VE COERCED YOU, MR DALLAS?

A NO, SIR I'M SAYING YOU HAD YOUR POSITION ABOUT IT MRS POPE HAD HER POSITION ABOUT IT MY LAWYER IS TELLING ME THAT THIS IS WHAT YOU'VE GOT TO DO TO THE POINT THAT I LOSE SLEEP OVER IT BECAUSE I KNOW IT'S NOT RIGHT, AND WHEN YOU'RE IN THAT SITUATION YOU BETTER GET IT RIGHT, AND I DESPERATELY TRIED TO GET SONNY JONES AND GRACE LEWIS TO COME SEE ABOUT THE NEEDY KIDS OF GEORGIA AND SOUTH CAROLINA

Q WHICH IS IT, MR DALLAS? IS IT THAT YOU --

A I WOULD HAVE LOVED TO BEEN ABLE TO CALL THE JUDGE, BUT I COULDN'T DO THAT

Q IS IT BECAUSE YOUR LAWYER TOLD YOU THAT IT WAS RIGHT OR BECAUSE AS I UNDERSTOOD YOU TO TESTIFY EARLIER THAT YOU WERE COERCED INTO IT BECAUSE YOU WOULD BE REMOVED IF YOU

DIDN'T SIGN IT?
A THAT WAS SAID THAT WAS SAID
THE COURT SAID BY WHO?
THE WITNESS BY MY COUNSEL THAT HAS BEEN THE CASE EVERYTIME THERE WAS A DISAGREEMENT IN THE MEETINGS THAT WE WOULD HAVE, THE ANSWER WAS ALWAYS, WELL, I'LL JUST GET JACK TO SIGN AN ORDER
Q BUT YOU COULD HAVE --
THE COURT WHO SAID, GET JACK TO SIGN AN ORDER?
THE WITNESS YOUR SPECIAL ADMINISTRATOR MRS POPE I WILL GET HIM TO SIGN AN ORDER, AND BY THE WAY I SURE HOPE HE DOESN'T DIE BECAUSE I'VE GOT TO GET PAID
Q BUT YOU COULD HAVE SAID MR DALLAS --
A YOU TALK ABOUT BETWEEN A ROCK AND A HARD PLACE BOY, I WAS --
THE COURT MR DALLAS -- MR DALLAS, YOU'RE QUOTING WHAT YOU'RE SAYING MRS POPE SAID? IS THAT WHAT YOU'RE TELLING ME?
THE WITNESS YES SIR, YOUR HONOR YOU JUST DON'T KNOW
THE COURT YES, I DO KNOW
MR MEDLIN NO FURTHER QUESTIONS, YOUR HONOR
THE COURT ANYBODY ELSE? MR BYRD?
MR BYRD YES SIR, YOUR HONOR THANK YOU

CROSS-EXAMINATION

EXHIBIT D

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

COURT OF COMMON PLEAS
07-CP-02-122

IN RE ESTATE OF JAMES BROWN)
A/K/A JAMES JOSEPH BROWN)
)
)
)

TRANSCRIPT OF RECORD

JUNE 30, 2008
AIKEN, SOUTH CAROLINA

B E F O R E

THE HONORABLE DOYET A EARLY, III, JUDGE

A P P E A R A N C E S

LOUIS LEVENSON, ESQ
LORI CHRISTMAN, ESQ
ATTORNEYS FOR THE THE HEIRS

ROBERT N ROSEN, ESQ
S ALAN MEDLIN, SQ
ATTORNEYS FOR THE TOMI RAE HYNIE BROWN

ADELE J POPE, ESQ
ROBERT L BUCHANAN, JR , ESQ
SPECIAL ADMINISTRATORS

A PETER SHAHID JR , ESQ
ATTORNEY FOR THE GUARDIAN AD LITEM

MATT BODMAN, ESQ
ATTORNEY FOR TERRY BROWN, FORLANDO BROWN, AND ROMUNZO BROWN

IT IS MAXIMS OF CHARITY LAW THAT YOU CAN'T SIT THERE AND ALLOW THE TRUST TO BE DISSIPATED THROUGH THE TIME OF THIS APPEAL TWO OR THREE YEARS THE ONLY ISSUE IS WHO IS THE TRUSTEE THAT DOESN'T AFFECT THE OPERATION OF THE TRUST

THERE COULD BE A VACANCY THESE FOUR COULD RESIGN TODAY SAME SITUATION WE GOT A TRUST THAT'S FLOUNDERING AROUND WITHOUT PROTECTION AND WE WOULD ASK THIS COURT TO ALLOW THE ATTORNEY GENERAL'S OFFICE TO SUBMIT SOME NAMES TO YOUR HONOR AND I WILL -- IT'S A HOLIDAY WEEKEND, BUT I GOT SOME NAMES ALREADY I'LL CONFER WITH ALL OF THE PARTIES AND GET SOME NAMES TO YOUR HONOR BY TUESDAY, ASK FOR AN APPOINTMENT, AND YOU COULD DO IT LIKE YOU DID ON NOVEMBER 20 IF WE COULD AGREE FOR THE TOP THREE OR FOUR AND ASK FOR ONE OR TWO AND HAVE THOSE INDIVIDUALS BE APPROVED BY THE COURT TO WORK WITH MRS POPE AND MR BUCHANAN THE SAME WAY THAT BRADLEY AND DALLAS WERE REQUIRED TO WORK WITH THEM IN THE PAST TO GET RECORDS THE NEW SPECIAL TRUSTEES PENDING THIS APPEAL COULD SIT IN THERE WORK WITH AND HOPEFULLY MAYBE RATIFY SOME --

THE COURT THAT WAS ONE OF THE PROBLEMS BEFORE THE TRUSTEES ALLEGEDLY WERE NOT WORKING WITH MY --

MR JONES WELL, WE GOT MRS POPE AND MR BUCHANAN NOW, YOUR HONOR, AND, APPARENTLY, THEY LIKE TO COOPERATE AND WE GOT SOME DEALS GOING ON THAT ARE VERY SHORT-TERM HERE, AND WITHOUT SOME GUIDANCE FROM THIS COURT AND A

SPECIAL TRUSTEE MY QUESTION IS CAN THEY GO FORWARD?

THE COURT HERE IS WHAT I AM GOING TO DO I AM GOING TO DIRECT THE PROBATE COURT TO ACCEPT THE FILING TODAY OF YOUR PETITION I AM GOING TO SIGN IT REMOVING IT UP UP HERE SO I'LL HAVE JURISDICTION AND -- JUDGE ROE REMOVES IT WHO SIGNS THE REMOVAL?

THE CLERK JUDGE ROE

MRS POPE SHE DOES, YOUR HONOR

THE COURT I'LL LET JUDGE ROE SIGN THE REMOVAL I'LL TAKE COPIES HOME WITH ME TODAY -- TODAY IS MONDAY, ISN'T IT -- TO LOOK AT I OVER THE WEEKEND -- OVER THE WEEK -- AND RECEIVE NAMES FROM YOU NEXT WEEK I AM NOT SAYING WHAT I WILL DO

MR JONES YES, SIR

THE COURT I WANT TO LOOK AT THE LAW IF ANYBODY -- OBVIOUSLY, THEN THEY HAVE 20 DAYS IF IT COMES UP HERE I GUESS IT'S 30 DAYS I AM NOT SURE I AM NOT SAYING I AM GOING TO DO IT I WILL ALLOW HIM TO PRESENT THE NAMES TO ME I'LL LOOK AT THE CASE LAW

MRS POPE YOUR HONOR, WE SUGGEST THAT HE BEGIN BY PROPER SERVICE ON THE PARTIES WHO ARE INTERESTED IN THE OUTCOME OF THIS PROCEEDING HE DIDN'T EVEN NAME THE PARTIES WE DON'T HAVE A LAWYER YOUR HONOR, THIS IS -- WE ARE NOT MAKING AN APPEARANCE BY THIS DISCUSSION, YOUR HONOR BUT THIS IS INTENDED TO CREATE CHAOS AND TO HELP

LAW OFFICES
H DEWAIN HERRING, LLC

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Suite A
Columbia SC 29204

Mail Address
P O Box 61102
Columbia, SC 29260

April 2, 1999

Certified Mail/Return Receipt Requested
also via First-Class U.S. Mail
Personal & Confidential

Mr James Brown
James Brown Enterprises, Inc
1217 West Medical Park Road
Augusta, Georgia 30909

Re James Brown
Our File No 6010 1

Dear Mr Brown

I enjoyed meeting with you on Thursday afternoon, February 25, in your offices, Augusta, Georgia, with Judge Bradley, Mr Dallas, Mr Cannon, and with Ms Ware, who joined us during the meeting Since leaving that meeting, I have had you much on my mind I truly want to take a moment to offer you my thanks for doing me a great favor in unusual circumstances, and without you even knowing that you did it

The two occasions that I have personally met with you have impressed upon me what I believe to be true desires and fulfilling needs in that as part of your legacy, you want to leave a mark that you have helped your people, helped your own family in so many ways, and helped to create funding for educational purposes such that all poor children- not only black, not only white, not only minorities- but all poor children have the opportunity to receive an education

As time has passed over the last month, I realized that your statements and feelings mirror many of my own personal and professional commitments to my family, my God, my profession, and my conscience All of this said, brings me to my next few following paragraphs, and I hope you will hear me out

My commitments dictate that I remain loyal to what I just shared with you As for providing for my family, I have fallen woefully short to the detriment of their benefit in the way I have conducted my business affairs and the business of the lawyering with this representation I

am not in the habit of assessing blame on anyone, including me, but it has come time to try and clear the record, agree on a course of action, and implement that course of action, whatever it may be

I will begin two years ago and present you with a chronology/schedule of how I understand what has happened

- March 28, 1997 I delivered to David and Buddy all your documents for your approval and signing

- March 6, 1998 (a year later) I sent Federal Express to Judge Bradley, Mr Cannon, and Mr Dallas, revised documents for you to sign in order to carry out your goals and objectives These documents had been extensively reworked by me

- April 3, 1998 I sent a letter to Judge Bradley, Mr Cannon, and Mr Dallas I sent more correspondence, with more detailed changes, and asked for a signing date

- April 17, 1998 I sent you a "Personal & Confidential" letter with Courtesy-Copies to Judge Bradley, Mr Cannon, and Mr Dallas, setting out how very important it was, and is, for you to do something

- September 18, 1998 My associate lawyer, Ms Tanner, sent Mr Cannon a letter complete with bound volume copies ready for signing and ready for filing, complete with "Sign Here" stickers This was my idea and done at no expense to you These were to be shared with you, and I stood ready to explain them to you

- February 3, 1999 In a letter from me to Mr Cannon and Mr Dallas, I asked for payment due me, which had been outstanding for ten months or more Please note that all of the work and documentation I referred to above in this letter incurred no new expense from the prior outstanding amount of $3,288 67 Additionally, I committed in that February 3, 1999 correspondence, to come to Barnwell, Augusta, or Thomson, Georgia, for the day to review, explain, and have you sign your Will This commitment was also made with no additional fee charges in mind, as I merely wanted to achieve satisfaction for all of us, and especially some peace of mind for you (That professional and personal commitment cost me an additional $1,188 00, but I have fulfilled it as of February 25, 1999 It is not reflected in that which you owe me, nor will it be, but a copy of the bill is enclosed for you)

- January 31, 1999 The ninth Request for Payment for $3,288 67 was sent

- February 28, 1999 A tenth Request for Payment (now more than 300 days past due) was sent for the $3,288 67 Please note and documented on this date, the time, effort, and energy I expended to complete my commitment and clear my conscience of any doubt whatever that all had been done that I could do in your favor That now leaves an outstanding balance due of the original $3,288 67, plus an amount to be explained

- However, since fulfilling that commitment February 25, 1999, upon leaving your office, I have now expended time, effort, and energy in completing yet another set of re-drafted documents, which I was told needed to be done on totally short notice late Wednesday afternoon, March 24, for Federal-Express delivery on Thursday, March 25 This was impossible to achieve We did deliver those documents on Friday, March 26, 1999 Together with request for direction as to whether I should be in Augusta late Saturday or Sunday afternoon or early Monday morning

- Monday morning, March 29, 1999 I sent you and Judge Bradley the fax cover-letter enclosed, which speaks for itself that we conclude prior to your, Judge Bradley, and Ms Ware's departure mid-day Monday This was impossible to achieve through no fault of anyone

- On Tuesday, I had discussion with Mr Cannon that paralleled the discussion I previously had with Ms Ware Monday morning, that yet more revisions needed to be made I am now looking at the Fourth Revisions after finalizing the Third Draft some many, many months ago

- Since February 26, I have kept time and billing records through March 31, amounting to $1,480 75 That amount is now due Should we proceed with the present course of action, there will be even more time and billing of some amount, which I will be due for rendering professional services to you

Thus, the long and short of all of this I am anxious to conclude this matter, as is everyone else who has an interest in your well-being I must now require payment for my past due services in the amount of $3,288 67, and for professional services rendered from February 26 1999 through March 31, 1999, in the amount of $1,480 75 **(Total now due to me $4,769 42)**

Should we continue together, we will have to agree on advanced payment made to me in an amount that we can reasonably agree upon, which foreseeably should allow us to finish your Wills, Trusts, and Durable Power of Attorney documents I do not know what that figure is But, as I believe that reasonable men can agree, we will determine a figure Upon payment of ALL these fees and an advance retainer to work against, I will continue working for a time as those advances have been earned by me We will then proceed with whatever the next phase is if we have not been successful in concluding it within our timed framework and budget

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A failure to meet these obligations render me no choice but to withdraw from representation of you, totally and fully That will also place me in the unfortunate position of declaring to you in some form that you have NO PERMISSION whatever to use any documents which I have produced for you, and I would thereby expect mutual disclaimer of any liability of knowledge or work-product that you have received That work should be returned to me

In closing, I truly, truly want to share with you that it pains me greatly that I am compelled to write this I thought it an honor and professional acknowledgment that you and your trusted advisors would place faith in me I began this letter by thanking you for causing me to refocus my commitment to those most meaningful in my life This, I have done You may pay me for what I have done and have provided for you, or you may choose to not pay me at all That, I leave in your hands Regardless of what happens, I need to cut my losses and/or be paid for my work

Respectfully,

H Dewain Herring

cc Judge Alford Bradley
Mr David Cannon
Mr Buddy Dallas

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P O Box 61102
Columbia, SC 29260

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$28.00 POWER OF ATTORNEY
2001005412 Augusta - Richmond County

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2) cut copies

THIS POWER OF ATTORNEY SPECIFICALLY REVOKES ALL OTHER POWERS OF ATTORNEY THAT I HAVE PREVIOUSLY EXECUTED

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that as principal (the "Principal") I, ***James Brown***, a resident of the State and County aforesaid, have made, constituted and appointed and by these presents do make, constitute and appoint ***Alford A Bradley, David G Cannon, Albert H Dallas and Deanna Brown Thomas***, to serve as my true and lawful Attorney(s)-in-Fact ("Attorney") to exercise the powers set forth below These powers are to be exercised by them jointly, by the majority vote of all of them at any time so serving, provided that the vote of ***David G Cannon and/or Albert H Dallas*** is with the majority position The affidavit or certificate under penalty of perjury of any of my Attorneys shall be conclusive evidence insofar as third parties are concerned that any act of such Attorney has been authorized by a valid majority of my Attorneys

It is my intention and direction that there, at all times, be three serving Attorneys If at any time one or more of my three originally named Attorneys is no longer serving then the remaining original Attorney(s) shall nominate and appoint successor Attorneys to ensure that there are at all times three serving Attorneys If at any time none of the three originally named Attorneys are serving in that event the then serving successor Attorneys shall be the final class of Attorneys to serve and no further nominations or appointments of successor Attorneys shall be made

My Attorney and my Standby Attorney is subject to removal as provided in Article II, paragraph D, below

ARTICLE I

Empowerment of Attorney

Attorney is authorized in Attorney's absolute discretion from time to time and at any time with respect to my person and my property, real or personal, at any time owned or held by me and without authorization of any court (and regardless of whether I am mentally incompetent or physically or mentally disabled or incapable of managing my property and income) as follows

A Powers in General

To do and perform all and every act deed matter, and thing whatsoever in and about my estate, property and affairs as fully and effectually, to all intents and purposes, as I might or could do in my own proper person if personally present, the specifically enumerated powers described below being in aid and exemplification of the full, complete and general power herein granted and not in limitation or definition thereof

B Powers Relating to Management of Assets

1 To buy, receive, lease as lessor, accept or otherwise acquire, to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit-claim, or otherwise encumber or dispose of, or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as Attorney shall think proper, and no person dealing with Attorney shall be bound to see to the application of any mon[illegible]d,

2 To take, hold, possess, invest or otherwise manage any or all of my property or any interest therein, to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means, and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify or improve the same or any part thereof and/or to lease any property, real or personal for me or my benefit, as lessee, with or without option to renew, to collect, receive, and receipt for rents, issues and profits of my property

3 To make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, agreements, certificates, endorsements, hypothecations, checks, notes, mortgages, vouchers, receipts, consents, waivers, releases, undertakings, satisfactions, acknowledgments and such other documents or instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in the premises,

4 To subdivide, develop or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration,

5 To invest and reinvest all or any part of my prop[illegible] in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, interests in limited liability companies, real estate or any interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries,

6 To continue and operate any business owned by me and to do any and all things deemed needful or appropriate by Attorney including the power to incorporate the business and to put additional capital into the business, for such time as Attorney shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for Attorney's own negligence, and to close out, liquidate, or sell the business at such time and upon such terms as Attorney shall deem best,

7 To transfer all of my stock and/or securities to my Attorney, as agent (with the beneficial ownership thereof remaining in me) if necessary or convenient in order to exercise the powers with respect to such stock and/or securities granted herein

8 To sell or exercise stock subscription or conversion rights,

9 To refrain from voting or to vote shares of stock owned by me at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting my property,

10 To participate in any plan of reorganization or consolidation or merger involving any company or companies with respect to stock or other securities which I own and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by Attorney pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as Attorney may deem advisable in connection therewith,

11 To prepare execute and file joint or separate income and other tax returns and amended returns and declarations of estimated tax for any year or years, to prepare, execute and file gift tax returns made by me or by Attorney on my behalf for any year or years, to consent to any gift and to utilize any gift splitting provision, to utilize or make any tax election, and to prepare, sign and file claims for refund of any tax and other governmental reports, applications, requests, and documents,

12 To deposit in my name and for my account, with any bank, banker or trust company or any building or savings and loan association or any other banking or similar institution, all moneys such attorney-in-fact may have, receive or otherwise, and all bills of exchange, drafts, checks, promissory notes and other securities for money payable belonging to me, and for that purpose to sign my name and endorse each and every such instrument of deposit or collection, and from time to time, or at any time, to withdraw any or all moneys deposited to my credit at any bank, banker or trust company or any building or savings and loan association or any other banking or similar institution having moneys belonging to me, and, in connection therewith, to draw checks or to make withdrawals in my name, to make, do, execute, acknowledge and deliver, for and upon my behalf and in my name, all such checks, notes and contracts,

13 To endorse, receive, and collect checks payable to my order drawn on the Treasurer or other fiscal officer or depository of the United States, or any sovereign state or authority, or any political subdivision or instrumentality thereof, or any private person, firm, corporation, or partnership,

14 To have access at any time or times to any safe deposit box rented to me, wheresoever located, and to remove all or any part of the contents thereof and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting Attorney to exercise this power

15 To make do and transact all and every kind of business of any nature of any kind

whatsoever, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demands, debts, taxes, and obligations, or any rebate, refund, or discount thereon, which may now or hereafter be due, owing, or payable by me or to me,

16 To institute, prosecute, defend, abandon, compromise, arbitrate, participate in, and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation involving me, my property or any interest of mine,

17 To borrow money and to encumber, mortgage or pledge any and all of my property in connection with the exercise of any power vested in Attorney,

18 To deal with Attorney in Attorney's individual, or any fiduciary capacity, in buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions,

19 To employ and dismiss and compensate agents, accountants, investments advisers, brokers, attorney-in-fact, attorneys-at-law, tax specialists, real estate agents and/or brokers, and other assistants and advisors deemed by Attorney needful for the proper administration of my property, and to do so without liability for any neglect, omission, misconduct, or default of any such agent of professional representative provided such agent or professional representative was selected and retained with reasonable care,

20 To purchase for my benefit and in my behalf United States Government bonds redeemable at par in payment of United States Estate taxes imposed at my death upon my estate

21 To apply for a Certificate of Title upon, and endorse and transfer title thereto, any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of liens and encumbrances except those specifically set forth in such transfer assignment,

22 To insure my property against damage or loss and Attorney against liability with respect to third persons,

23 To pay and adjust debts incurred by me or by Attorney in connection with any power authorized hereunder, and

24 To make gifts, grants or other transfers thereof without consideration, either outright or in trust, to my spouse and/or any one or more of my descendants (including any person serving as Attorney hereunder) and/or the spouses of my descendants and/or to qualified charities provided, however, that my Attorney shall not make any gifts that do not qualify for the annual federal gift tax exclusion, federal gift tax marital deduction, or federal gift tax charitable deduction

C Powers Relating to Custody and Care of Person

My Attorney is authorized as follows with respect to my care and the control of my body

(1) To make all necessary arrangements for me at any hospital hospice, nursing home, convalescent home or similar establishment and to assure that all my essential needs are provided for at such a facility

(2) To provide for such companionship for me as will meet my needs and preferences at a time when I am disabled or otherwise unable to arrange for such companionship myself

(3) To make advance arrangements for my funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Attorney shall deem appropriate, if I have not already done so myself

(4) To make anatomical gifts which will take effect at my death to such persons and organizations as my Attorney shall deem appropriate and to execute such papers and do such acts as shall be necessary, appropriate, incidental or convenient in connection with such gifts

D Powers Relating to Health Care

My Attorney is authorized in my Attorney's sole and absolute discretion from time to time at any time to exercise the powers granted herein relating to matters involving my health and medical care In exercising such powers, my Attorney should first try to discuss with me the specifics of any proposed decision regarding my medical care and treatment if I am able to communicate in any manner, however rudimentary My attorney is further instructed that if I am unable to give an informed consent to a proposed medical treatment, my Attorney shall give or withhold such consent for me based upon any treatment choices that I have expressed while competent, whether under this instrument or otherwise If my Attorney cannot determine the treatment choice I would want made under the circumstances, then my Attorney should make such choice for me based upon what my Attorney believes to be in my best interests Accordingly, my Attorney is authorized as follows

(1) To request, receive and review any information, verbal or written, regarding my personal affairs of my physical or mental health, including medical and hospital records, and to execute any releases or other documents that may be require in order to obtain such information, and to disclose such information to such persons organizations, firms or corporations as my Attorney shall deem appropriate

(2) To employ and discharge medical personnel including physicians, psychiatrists, dentists nurses, and therapists as my Attorney shall deem necessary for my physical, mental and emotional well-being and to pay them (or cause to be paid to them) reasonable compensation

(3) To give or withhold consent to any medical procedure, test or treatment including surgery, to arrange for my hospitalization, convalescent care, hospice or home care, to summon

paramedics or other emergency medical personnel and seek emergency treatment for me, as my Attorney shall deem appropriate, and under circumstances in which my Attorney determines that certain medical procedures, tests or treatments are no longer of any benefit to me, or where the benefits are outweighed by the burdens imposed, to revoke, withdraw, modify or change consent to such procedures, tests and treatments, as well as hospitalization, convalescent care, hospice or home care which I or my Attorney may have previously allowed or consented to or which may have been implied due to emergency condition My Attorney's decisions should be guided by taking into account (1) the provisions of this instrument, (2) any reliable evidence of preferences that I may have expressed on the subject, whether before or after the execution of this document, (3) what my Attorney believes I would want done in the circumstances if I were able to express myself, and (4) any information given to my Attorney by the physicians treating me as to my medical diagnosis and prognosis, and the intrusiveness, pain, risks and side effects of the treatment

(4) To exercise my right of privacy and my right to make decisions regarding my medical treatment even though the exercise of my rights might hasten my death or be against conventional medical advise

(5) To consent to and arrange for the administration of pain-relieving drugs of any kind or other surgical or medical procedures calculated to relieve my pain, including unconventional pain-relief therapies which my Attorney believes may be helpful, even though such drugs or procedures may lead to permanent physical damage, addiction or hasten the moment of (but not intentionally cause) my death

(6) To grant, in conjunction with any instructions given under this Article, releases to hospital staff, physicians, nurses and other medical and hospital administrative personnel who act in reliance on instruction as given by my Attorney or who render written opinions to my Attorney in connection with any matter described in this Article from all liability for damages suffered or to be suffered by me to sign documents titled or purporting to be a "Refusal of Treatment" and Leaving Hospital Against Medical Advice" as well as necessary waivers of or releases from liability required by any hospital or physician to implement my wishes regarding medical treatment or nontreatment

ARTICLE II

Termination, Amendment, Resignation and Removal

A Power not Affected by Principal's Incapacity

This power of attorney shall not be affected by physical disability or mental incompetence of the Principal which renders the principal incapable of managing his own estate It is my intent that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence

DEED
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B Termination and Amendment

This power of attorney shall remain in full force and effect until the earlier of the following events (i) Attorney has resigned as provided herein, (ii) I have revoked this power of attorney by written instrument recorded in the public records of the county aforesaid, or (iii) a guardian or conservator shall have been appointed by me by a court of competent jurisdiction This power of attorney may be amended by me at any time and from time to time but such amendment shall not be effective as to third persons dealing with Attorney without notice of such amendments unless such amendment shall have been recorded in the public records of the county aforesaid

C Resignation

In the event that Attorney shall become unable or unwilling to serve or continue to serve, then Attorney may resign by delivering to me in writing a copy of Attorney's resignation and recording the original in the public records of the county aforesaid Upon such resignation and recording, Attorney shall thereupon be divested of all authority under this power of attorney

D Removal

Any person named herein as Attorney may be removed by written instrument executed by me and recorded in the public records of the county aforesaid

ARTICLE III

Incidental Powers and Binding Effect

In connection with the exercise of the powers herein described, Attorney is fully authorized and empowered to perform any other acts or things necessary, appropriate, or incidental thereto, with the same validity and effect as if I were personally present, competent, and personally exercised the powers myself All acts lawfully done by Attorney hereunder during any period of my disability or mental incompetence shall have the same effect and inure to the benefit of and bind me and my heirs, devisees, legatees and personal representatives as if I were mentally competent and not disabled The powers herein conferred may be exercised by Attorney alone, and the signature or act of Attorney on my behalf may be accepted by third persons as fully authorized by me and with the same force and effect as if done under my hand and seal and as if I were present in person, acting on my own behalf and competent No person who may act in reliance upon the representations of Attorney for the scope of authority granted to Attorney shall incur any liability to me or to my estate as a result of permitting Attorney to exercise any power, nor shall any person dealing with Attorney be responsible to determine or insure the proper application of funds or property

Book 00717 1631 Augusta Richmond County
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ARTICLE IV

Miscellaneous

A Exculpation

Attorney, Attorney's heirs, successors and assigns are hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me, my heirs or assigns, the beneficiaries under my will or under any trust which I have created or shall hereafter create or any person whomsoever on account of any failure to act of Attorney pursuant to this power of attorney

B Definitions

Whenever the word "Attorney" or "Principal" or any modifying or substituted pronoun therefor is used in this power of attorney, such words and reflective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof

C Severability

If any part of any provision of this power of attorney shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this power of attorney

D Compensation

Attorney shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by Attorney on my behalf pursuant to any provision of this power of attorney, but Attorney shall not be entitled to compensation for services rendered hereunder

E Restriction

Notwithstanding any provision herein to the contrary, Attorney shall not satisfy the legal obligations of Attorney out of any property subject to this power of attorney, nor may Attorney exercise this power in favor of Attorney, Attorney's estate, Attorney's creditors or the creditors of Attorney's estate

F Reservations

Notwithstanding any provision hereto to the contrary, Attorney shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of Attorney, and (b) any trust created by Attorney as to which I am a trustee

G Taxation

It is my intention that no property subject to this power shall be includable in the gross estate (for federal or South Carolina estate tax purposes) of Attorney under the Internal Revenue Code of 1986, as amended, or any other applicable section, if any, of federal and/or South Carolina law

H Purpose

It is my intent and purpose in the execution of this Durable Power of Attorney that it alleviate the need for any future appointment of a Guardian and/or Conservator to handle my affairs and that my Attorney named hereunder have the same authority and power as a Guardian and/or Conservator otherwise appointed by a Probate Court

END OF PAGE - SEE FOLLOWING PAGE FOR EXECUTION

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IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 15 day of June, 1999

James Brown

SIGNED, SEALED, PUBLISHED AND DECLARED by the principal, ***James Brown***, as and for his Power of Attorney in the presence of us, who at his request, in his presence and in the presence of each other, have hereto subscribed our names as witnesses hereto

Witness

Witness

STATE OF Georgia)
)
COUNTY OF Richmond)

PROBATE

PERSONALLY appeared before me the below signed witness and made oath that (s)he saw the within ***James Brown*** sign, seal, and as his act and deed deliver the within Power of Attorney and that (s)he with the other witness witnessed the execution thereof

Witness

SWORN to before me this
15 day of June, 1999

Frieda K. Carter (SEAL)
Notary Public for State of Georgia
My Commission expires Aug 5, 2000

RECORDED 2-13-01 at 1125
Judith Warner
R.M.C. AIKEN COUNTY

Filed in this office
Augusta Richmond County
02/26/2001 14 02 12 00
Elaine C Johnson

RETURNED TO H. Dellen Herring
PO Box 2067 61102

LAST WILL
OF
JAMES BROWN

H Dewain Herring, Esquire
Law Offices of H Dewain Herring, LLC
3612 Landmark Dr , Suite A
Columbia, South Carolina 29204

LAST WILL AND TESTAMENT
OF
JAMES BROWN

Introductory Clause

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ITEM II

Pour-Over Gift to Trustee of Testator's Inter Vivos Trust

ITEM III

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ITEM IV

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ITEM V

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LAST WILL AND TESTAMENT
OF
JAMES BROWN

Introductory Clause I, *James Brown*, also known as **"The Godfather of Soul"**, a resident of and domiciled in the Community of Beech Island, County of Aiken and State of South Carolina, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me

I have six living children ***Deanna J Brown Thomas***, ***Yamma N Brown***, [redacted] ***Brown***, ***Daryl J Brown***, ***Larry Brown***, ***and Terry Brown*** These named children and any of their legitimate issue who shall also be lineage issue of mine shall be the entire class that I acknowledge to be my heirs and issue Except as otherwise provided in this Will and corresponding instruments, I have intentionally failed to provide for any other relatives or other persons, whether claiming, or to claim, to be an heir of mine or not Such failure is intentional and not occasioned by accident or mistake

ITEM I

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

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

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

them, the decision of my Personal Representative to be in all respects binding upon my issue If any beneficiary hereunder is a minor, my Personal Representative may distribute such minor's share to such minor or for such minor's use to any person with whom such minor is residing or who has the care or control of such minor without further responsibility and the receipt of the person to whom it is distributed shall be a complete discharge of my Personal Representative The cost of packing and shipping such property shall be charged against my estate as an expense of administration

ITEM II

Pour-Over Gift to Trustee of Testator's Inter Vivos Trust I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to ***Alford A Bradley, Albert H Dallas, David G Cannon*** as **Trustee(s)** under that certain Irrevocable Trust Agreement between me as Grantor and ***Alford A Bradley, Albert H Dallas, David G Cannon*** as **Trustee(s)** executed prior to or of even date with the execution of this Will My Trustees shall add the property bequeathed and devised by this Item to the principal of the above Trust and shall hold, administer and distribute the property in accordance with the provisions of the Irrevocable Trust Agreement including any amendments made solely by the Trustee(s), if any had to be made to carry out the terms of said Trust

ITEM III

Alternate Provision to Incorporate Trust by Reference if Pour-Over is Invalid In the event for any reason the bequest and devise above is ineffective and invalid, then I hereby give devise and bequeath the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to ***Alford A Bradley, Albert H Dallas, David G Cannon*** as **Trustee(s)** to be held, administered and distributed in accordance with the provisions of that certain Trust Agreement between me as Grantor and ***Alford A Bradley, Albert H Dallas, David G Cannon*** as **Trustee(s)** executed prior to or of even date with the execution of this Will, which Irrevocable Trust Agreement is hereby incorporated by reference and made a part hereof the same as if the entire Trust Agreement were set forth herein, including any amendments thereto made solely by the Trustee(s), if any had to be made to carry out the terms of said Trust

ITEM IV

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

(1) **Naming Individuals as Personal Representative** I hereby nominate, constitute and appoint as Personal Representatives of this my Last Will and Testament ***Alford A Bradley***, ***Albert H Dallas***, ***David G Cannon***, and direct that they shall serve without bond

(2) **Individual Personal Representatives Succession** If any of the three (3) individual Personal Representative should fail to qualify as Personal Representative hereunder, dies, or for any reason should cease to act in such capacity, the remaining Personal Representative(s) shall continue to serve and shall elect and/or appoint another Representative so that at all times there are three (3) individual Personal Representative(s) serving If the Personal Representatives are unable to come to such agreement as to a successor then they are obligated to seek the advise of the Advisory Board Members set out in that certain Advisory Board document signed and dated of even date with this Will if there is a then recognized Board in effect If the Advisory Board is unable to persuade the remaining Personal Representative(s) to reach an election or appointment then absent an agreement the court having jurisdiction over this Will shall then appoint the remaining individual Personal Representative who shall also serve without bond

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

(4) **Personal Representative Voting Rights** If there is more than one Personal Representative serving, then the vote of the Personal Representatives for any action hereunder must be by majority action of the Personal Representatives

ITEM V

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

ITEM VI

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

ITEM VII

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

ITEM VIII

Statement by Testator of Intent Not to Exercise Power of Appointment I hereby refrain from exercising any power of appointment that I may have at the time of my death

ITEM IX

Severability and State Law to Govern If any part of this Will shall be invalid, illegal or inoperative for any reason, it is my intention that the remaining parts, so far as possible and reasonable, shall be effective and fully operative Regardless of the situs of execution of this Will, it is acknowledged that it is deemed to have been executed in conformity with and shall be construed, regulated and governed by and in accordance with the laws of the State of South Carolina.

ITEM X

Provisions as to any Contest of My Estate Plan Should any beneficiary under this Will or my Irrevocable Trust, and as amended, dated prior to or of even date with this Will and as referred to herein, become an adverse party in a proceeding for the probate of my Will or in any manner contest the validity of my 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 me Furthermore, any person not provided for in this Will, my Irrevocable Trust or other such instrument, whether or not claiming to be a beneficiary or party in interest, shall not have standing or be qualified to contest, claim an interest in or otherwise dispute the disposition of my estate, as I herewith disclaim and disinherit any such persons Any such alleged claim shall be considered an affront to my wishes and shall be challenged as such by my fiduciaries

END OF PAGE
SEE NEXT PAGE FOR EXECUTION

Testimonium, Attestation and Self-Proving Affidavit I, ***James Brown***, the Testator, sign my name to this instrument this 1 day of AUGUST, 2000, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind (with the capacity to understand the nature of my act, to know my property, and to remember and recollect the natural objects of my bounty), and under no constraint or undue influence

_____ (Seal)
***James Brown*, Testator**

We, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his last will and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Testator, and in the presence of each other, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind (with the capacity to understand the nature of his act, to know his property, and to remember and recollect the natural objects of his bounty), and under no constraint or undue influence

_____ (Seal)
(Witness)

_____ (Seal)
(Witness)

The State of South Carolina
GEORGIA
Richmond
County of RICHMOND)

Probate

Subscribed, sworn to, and acknowledged before me by ***James Brown***, the **Testator**, and subscribed and sworn to before me by the above signed witnesses, this 1st day of August, 2000

_____ (Seal)

Notary Public for S'C

My Commission Expires 3/17/2010

IRREVOCABLE TRUST AGREEMENT
OF
JAMES BROWN

H Dewain Herring, Esquire
Law Offices of H Dewain Herring, LLC
3612 Landmark Dr , Suite A
Columbia, South Carolina 29204

IRREVOCABLE TRUST AGREEMENT

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Declaration of Children
Testimonium Clause

IRREVOCABLE TRUST AGREEMENT

Introductory Clause This Agreement made between ***James Brown***, also known as **"The Godfather of Soul"**, hereinafter referred to as the Grantor and ***Alford A Bradley, Albert H Dallas, David G Cannon*** hereinafter referred to singularly and/or collectively as the Trustee(s) For and in consideration of the mutual covenants and promises set forth herein Grantor and Trustee(s) agree

ARTICLE I

Grantor transfers and delivers to Trustee(s), in trust, the property described in Schedule A, B and/or C attached and incorporated by this reference Receipt of the property is acknowledged by Trustee(s) The property, and any other property subject to this trust, shall constitute the trust estate, and shall be held in trust for the uses and purposes expressed in this trust agreement and shall be subject to the conditions provided in this instrument

ARTICLE II

This trust shall be irrevocable Grantor waives the right and the power to alter, amend, revoke, or terminate the trust or any of the terms of this trust agreement Grantor renounces any power to determine or control, by alteration, amendment, revocation, termination, or otherwise, the beneficial enjoyment of the principal or income of the trust Grantor renounces any interest in the income or principal of the trust estate, whether vested or contingent, including any reversionary interest or possibility of reverter

ARTICLE III

Grantor and any other person shall have the right at any time to add property acceptable to Trustee(s) to this trust The property, when received and accepted by Trustee(s), shall become part of the trust estate

ARTICLE IV

The Trustee(s) shall hold, manage, invest and reinvest the Trust Property, shall collect and receive the income from it and, after deducting all necessary expenses incident and as allowed herein for administration of this Trust, shall dispose of the income and principal as follows

At anytime and from time to time Trustee(s) may distribute to or for the benefit of any beneficiary so much of the principal and income of the Trust as Trustee(s) shall determine in Trustee(s)'s absolute and sole discretion The income not so distributed shall be accumulated and added to the principal of the Trust

Payments made to or for beneficiaries pursuant to this section need not be equal and shall be made in the Trustee(s)'s absolute and sole discretion

Payments may be made currently and during the life of the Grantor

- To or for the benefit of the Grantor during his life
- To or for the benefit of the Beneficiaries of the Brown Family Education Trust pursuant to its terms as set out
- To or for the benefit of the Beneficiaries of the James Brown "I Feel Good" Trust pursuant to its terms as set out

Upon the death of the Grantor all principal and undistributed income of this Trust shall at that time be consolidated, distributed and paid over to the Trustee(s) of the Brown Family Education Trust and the Trustee(s) of The James Brown "I Feel Good" Trust and shall continue to be administered as therein set out

ARTICLE V

Continuance of *The Brown Family Education Trust* and *The James Brown "I Feel Good" Trust* Upon the death of the Grantor, the Trustee shall divide the remaining Trust Estate (which shall include any property which may be added from the Grantor's's general estate) into Two (2) separate shares, hereinafter designated as "***The Brown Family Education Trust***" and "***The James Brown "I Feel Good" Trust*** " The two shares shall be equal, subject only to the limitation imposed on ***The Brown Family Education Trust*** by the maximum available generation-skipping transfer exemption as computed by the following formula ***The Brown Family Education Trust*** shall be a fraction of the Trust Estate (undiminished by estate, inheritance, succession, death or similar taxes), the numerator of which shall be an amount equal to the Grantor's available generation-skipping transfer exemption as hereafter defined and the denominator shall be an amount equal to the value of the Trust Estate For purposes of establishing such fraction the values as finally determined in the Grantor's federal estate tax proceedings shall be used The Grantor recognizes that the numerator of such fraction may be zero, in which case no property shall be distributed under this paragraph to ***The Brown Family Education Trust*** The Grantor also recognizes that the numerator of such fraction may be equal to or greater than the denominator, in which case the entire Trust Estate shall be distributed to ***The Brown Family Education Trust***

The James Brown "I Feel Good" Trust shall be the balance of the Trust Estate

The Brown Family Education Trust and ***The James Brown "I Feel Good" Trust*** shall be administered as hereinafter set forth

ARTICLE VI

The Brown Family Education Trust **Introductory Provision** ***The Brown Family Education Trust*** shall be held, administered and distributed as follows

(1) **Division Into Shares** Upon the death of the Grantor, the Trustee shall divide this Trust as then constituted into equal separate shares so as to provide one (1) share for each then living grandchild, who has not reached the age of Thirty-Five (35), of the Grantor Each share shall be distributed or retained in trust as hereinafter provided

(2) **Income/Discretionary Invasion of Principal** Net income from each share so provided for above shall be paid to or applied for the benefit of such grandchild for that grandchild's education and related education expenses until complete distribution of the share as herein provided Any income not so paid or applied shall be accumulated and added to principal for that share In addition to income, the Trustee may pay to or apply for the benefit of such grandchild such sums from the principal of his or her share as in its sole discretion shall be necessary or desirable from time to time for his or her education, taking into consideration to the extent the Trustee deems advisable, any other income or resources of such grandchild known to the Trustee My intent is to provide for any and all primary, secondary and post-secondary education, whether grade school, middle school, high school, vocational training, college or post-graduate education, or professional schooling, for each grandchild as can best encourage and allow each grandchild to reach his or her full potential This directive shall include, but not necessarily be limited to, public, private, parochial, denominational and/or any government schooling and educational opportunities

(3) **Distribution of Shares and Termination of Trust** After division into shares for the Grantor's grandchildren, upon each grandchild of the Grantor attaining the age of Thirty-five (35) years, or death, whichever first occurs, and prior to complete distribution of his or her share, the undistributed balance of such named grandchild's share shall be added to ***The James Brown "I Feel Good" Trust*** and shall thereafter be administered and distributed according to its terms When no grandchild is living who is under the age of Thirty-five (35) years, ***The Brown Family Education Trust*** shall terminate, and all accumulated income and principal shall be paid over and added to ***The James Brown "I Feel Good" Trust*** and shall thereafter be administered and distributed according to its terms

ARTICLE VII

The James Brown "I Feel Good" Trust **Introductory Provision** ***The James Brown "I Feel Good" Trust*** shall be held, administered and distributed as follows

(1) **Purpose of *The James Brown "I Feel Good" Trust.*** It is my intent that the net income and such portions of principal of this Trust as determined by my Trustees in their sole and absolute discretion, shall be used solely for the tuition, educational expenses, and financial

assistance of and for poor and financially needy children, youth, or young adults (Who are both qualified and deserving) who seek and have need of such assistance to obtain and further their education at the many educational entities and/or institutions available in the States of South Carolina and Georgia My Trustee(s) may, upon their discretion, include any of my heirs and issue herein defined for purposes of fulfilling the terms of this Trust

My Trustee(s) shall exercise their sole and absolute discretion in making the decisions necessary to fulfill the terms and directives of this Trust The Trustee(s) are however, directed to make payment directly to such educational entities and/or institutions All entities and/or institutions shall qualify as bodies corporate, politic or educational under IRS Code 501 (C)(3), 115,117, et seq , status and as amended, or such other same or similar IRS Code and/or Section status as shall achieve tax free income and distribution as I desire that the maximum benefit be for education

(2) My intent is to provide for any and all primary, secondary, and post-secondary education, whether grade school, middle school, high school, vocational training, college or post-graduate education, or professional schooling, for each of the beneficiaries as can best encourage and allow each of the beneficiaries to reach his or her full potential This directive shall include, but not necessarily be limited to, public, private, parochial, denominational and/or any government schooling and educational opportunities

(3) **Discretion to Sell Trust Property** I authorize and empower my Trustee to sell any portion or all of said property at private or public sale at such price as they deem most advantageous, at such time or times as my Trustee may deem advisable in its discretion, and to execute good and sufficient deeds and other instruments necessary or proper to convey and transfer the same to the purchasers, who shall not be bound to see to the application of the purchase money I direct that my Trustee shall convert the assets of this Trust to income producing assets within such reasonable time as in my Trustee's sole discretion, it shall determine is most advantageous to carry out my intent and the purposes of this Trust

(4) **Trustee must not Engage in Self-dealing** My Trustee is prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, from retaining any excess business holding as defined in Section 4943© of the Internal Revenue Code of 1986, from making any investments which would subject the Trust to tax under Section 4944 of the Internal Revenue Code of 1986, and from making any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986 My Trustee shall make distributions at such time and in such manner as to not subject the Trust to tax under Section 4942 of the Internal Revenue Code of 1986

(5) **Trustee must not distribute as to incur taxes upon this Trust** All principal held and distributions made as described herein shall be for such entities, organizations, funds, as shall qualify under such provisions of the Internal Revenue Code, and as amended so that such principal and distributions are exempt from payment of taxes

(6) **Power of Amendment** The Trustee(s) shall have the power to amend the 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, and as amended

ARTICLE VIII

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

(1) **Individual Trustees Succession** If any of the three (3) individual Trustee should fail to qualify as Trustee hereunder, dies, or for any reason should cease to act in such capacity, the remaining Trustee(s) shall continue to serve and shall elect and/or appoint another Trustee so that at all times there are three (3) individual Trustee(s) serving The notice and election provisions of Article XIII, Powers of Trustee(s) Succession shall be followed

(2) No Trustee(s) or Successor Trustee(s) shall be required to give any bond or other security

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

(4) **Trustee Voting Rights** If there is more than one Trustee serving, then the vote of the Trustees for any action hereunder must be by majority action of the Trustees

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

(6) **Advisory Board** There shall exist an Advisory Board of three (3) initial members This Board shall confer with and advise the Trustee(s) in such a manner as would be consistent with Grantors objectives for this Trust The Trustee(s) may consider, but are not obligated to follow advisories as propounded by the Advisory Board The Initial Members shall be designated in/or by a separate writing, reference thereto being craved and to be given effect as if such Advisory Board Members were set forth herein

ARTICLE IX

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

ARTICLE X

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

(1) The Trustee(s) shall have the power to distribute the income or principal or both of the Trust Estate to or for the benefit of all or any one or more of the Beneficiaries as the Trustee(s) may in their sole and absolute discretion think fit, provided that no such power may be exercised to violate any applicable rule against perpetuities

It is Grantor's intention to hereby create a discretionary trust and, except as otherwise provided herein, no Beneficiary hereunder has any ascertainable right, title, or interest to any portion of the Trust Estate, whether determined actuarially or otherwise, and the Trustee(s) have the discretion to completely withhold distributions from any one Beneficiary

(2) The stated intent(s) of this Trust Agreement and various Trust(s) established or to be established does not prevent my Trustee(s) from making or directing an allocation of up to 50% of the gross income from this Trust for the payment of administrative and managerial expenses incurred on behalf of this Trust as in the sole discretion of my Trustee may be advisable

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

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

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

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

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

(8) To sell or exercise stock subscription or conversion rights

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

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

(11) To borrow money and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee

(12) To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust

(13) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration

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

(15) To continue and operate any business owned by the Grantor at the Grantor's death and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its own negligence, and to close out, liquidate or sell the business at such time and upon such terms as it shall deem best

(16) To collect, receive, and receipt for rents, issues, profits, and income of the Trust Estate

(17) To insure the assets of the Trust Estate against damage or loss and the Trustee against liability with respect to third persons

(18) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity

(19) To compromise, adjust, mediate, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the Trust Estate as the Trustee shall deem best

(20) To employ and compensate agents, consultants, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, and other assistants and advisors deemed by the Trustee needful for the proper and successful administration and investment of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care

(21) To determine what shall be fairly and equitably charged or credited to income and what to principal

(22) To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions, to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account, and to allocate to each share or part of share its proportionate part of all receipts and expenses, provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof

(23) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value, and when dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries

(24) In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement

(25) To purchase property, real or personal, from the Grantor's general estate upon such terms and conditions as to price and terms of payment as the Grantor's personal representatives and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable The fact that the Grantor's personal representatives and the Trustee are the same shall in no way affect the validity of this provision

(26) To lend funds to the Grantor's general estate upon such terms and conditions as to interest rates, maturities, and security as the Grantor's personal representatives and the Trustee shall agree, the fact that they may be the same in no way affecting the validity of this provision

(27) To receive property bequeathed, devised or donated to the Trustee by the Grantor or any other person, to receive the proceeds of any insurance policy which names the Trustee as beneficiary, to execute all necessary receipts and releases to Personal Representatives, donors, insurance companies and other parties adding property to the Trust Estate

(28) To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determines that the administration as a single trust is consistent with the Grantor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries

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

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

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

(32) The Trustee(s) may acquire on behalf of the beneficiaries, such public support and government funds for which the beneficiary shall qualify, and if such sources of moneys are obtained, the Trustee(s) shall maintain, spend, and account for such funds separately from other trust funds and not commingle such funds with other funds of the trust

ARTICLE XI

Provision for Trustee to Act as Trustee for Beneficiary Under Age Twenty-One In case any share hereunder becomes distributable to a beneficiary who has not attained the age of Twenty-one (21), such share shall immediately vest in the beneficiary, but notwithstanding the provisions herein, the Trustee shall retain possession of the share in trust for the beneficiary until the beneficiary attains the age of Twenty-one (21), using so much of the net income and principal of the share as the Trustee deems necessary to provide for the education of the beneficiary, taking into consideration to the extent the Trustee deems advisable any other income or resources of the beneficiary or his or her parents known to the Trustee Any income not so paid or applied shall

be accumulated and added to principal The beneficiary's share shall be paid over and distributed to the beneficiary upon attaining age Twenty-one (21), or if he or she shall sooner die, to his or her personal representatives The Trustee shall have with respect to each share so retained all the powers and discretions it had with respect to the trusts created herein generally

ARTICLE XII

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

ARTICLE XIII

Power of Trustee(s) Successions Any Trustee may resign this trusteeship during his lifetime by giving the then remaining Trustee(s) Thirty (30) days notice in writing delivered to the Trustee(s) in person or mailed to the Trustee(s) last known address, the resignation to become effective as hereinafter provided Upon receipt of such notice, or the death of a Trustee(s), the Trustee(s) shall appoint a successor Trustee Upon the failure of the Trustee(s) to appoint a successor Trustee who accepts the trust within Sixty (60) days from the time notice was delivered in person or mailed to the Trustee(s), or date of death, the Trustee's successor shall be determined by unanimous vote of the advisory board, as then in existence, if at all Failing such of either voting requirements then the court having jurisdiction over this Trust shall select the then successor Trustee Upon the appointment of and acceptance by the successor Trustee, the withdrawing Trustee shall pay over, deliver, assign, transfer or convey to such successor Trustee the Trust Estate and make a full and proper accounting to the Successor Trustee, whereupon his resignation shall become effective The substitute or successor Trustee upon acceptance of this trust and the Trust Estate shall succeed to and have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein

ARTICLE XIV

Discretion in Trustee to Terminate Small Trust and Distribute to Income Beneficiary If at any time any trust created hereunder has a fair market value as determined by the Trustee of Fifty Thousand ($50,000 00) Dollars or less, the Trustee, in its absolute discretion if it determines that it is uneconomical to continue such trust, may terminate such trust and distribute the trust property to the person or persons determined or then entitled to receive or have the benefit of the income therefrom or the legal representative of such person If there is more than one income beneficiary, the Trustee shall make such distribution to such income beneficiaries in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries

ARTICLE XV

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

ARTICLE XVI

Payment of Funeral Expenses and Expenses of Last Illness of Income Beneficiary On the death of any person entitled to income or support from any Trust hereunder, the Trustee is authorized to pay the funeral expenses and the expenses of the last illness of such person from the principal of the Trust from which such person was entitled to income or support

ARTICLE XVII

Personal Trust The beneficiary of this trust shall have the right to occupy that certain homeplace, improvements and acreage, more particularly described as 430 Douglas Drive, Beech Island, SC 29841 during his entire lifetime

The rights described herein are personal to the beneficiary, and those rights may not be sold, pledged, assigned, or otherwise alienated by the beneficiary

ARTICLE XVIII

Beneficiary's 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 the Grantor's past or future spouse The Trustee(s) are directed to enforce this provision

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 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

ARTICLE XIX

Severability and State Law to Govern If any part of this Trust shall be invalid, illegal or inoperative for any reason, it is the Grantor's intention that the remaining parts, so far as possible and reasonable, shall be effective and fully operative Regardless of the situs of execution of this Trust Agreement and the trusts created hereby, it is acknowledged that it is deemed to have been executed in conformity with and shall be construed, regulated and governed by and in accordance with the laws of the State of South Carolina

Notwithstanding the foregoing, the Trustees shall have the power, exercisable in their sole and absolute discretion, to declare, by written instrument that this Trust and any and all trusts derived here from shall from the date of such written instrument take effect in accordance with the law of some other state or country in any part of the world which shall be the forum for the administration hereof (but subject to the power conferred by this paragraph and until any further declaration is made hereunder) In selecting a new Controlling Law the Trustee(s) are urged to give special care and attention to the tax and other laws of the applicable jurisdiction so as to most closely implement the Grantor's intentions, including, without limitation, the intention not to pay any unnecessary taxes and to preserve the Trust Estate

If the Controlling Law of this Trust changes, then the Trustee(s) may by written instrument amend the Trustee's powers and such other provision of this Trust as the Trustees shall consider necessary or desirable to secure that so far as may be possible such trust's powers and provisions shall be as valid and effective under the applicable law

ARTICLE XX

Spendthrift Provision Except as otherwise provided herein, neither the principal of this trust (or any trust created hereunder) nor the income therefrom while in the hands of the Trustee(s) shall be subject to assignment, alienation, pledge, attachment, execution, or claims of creditors or any beneficiary or beneficiaries whomsoever through legal process, bankruptcy, operation of law, or otherwise Any attempted sale, assignment, alienation, pledge, or attachment of the principal or income held in this trust (or any trust created hereunder) shall be null and void and shall not be recognized under any circumstances by Trustee(s)

In the event of any attempted sale, assignment, alienation, pledge, attachment, execution, or claim resulting from an act of a beneficiary or beneficiaries, voluntarily, involuntarily, by operation of law, by bankruptcy, or otherwise with respect to the principal or income of the trust, Trustee(s) are authorized to withhold from such beneficiary or beneficiaries all or part of any distribution otherwise payable hereunder to such beneficiary or beneficiaries until such attempted anticipation, voluntary or involuntary transfer, or lien is completely removed, during which time Trustee(s) may apply such distribution, or any part thereof, for the use and benefit of such beneficiary or beneficiaries in such amount or amounts and in such manner as Trustee(s), in Trustee(s)'s sole discretion, may determine

ARTICLE XXI

Provisions 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 XXII

Declaration of Children I have six living children ***Deanna J Brown Thomas, Yamma N Brown, Vanisha Brown, Daryl J Brown, Larry Brown, and Terry Brown*** These named children and any of their legitimate issue who shall also be lineage issue of mine shall be the entire class that I acknowledge to be my heirs and issue Except as otherwise provided in this Trust Agreement and corresponding instruments, I have intentionally failed to provide for any other relatives or other persons, whether claiming, or to claim, to be an heir of mine or not Such failure is intentional and not occasioned by accident or mistake

END OF PAGE
SEE FOLLOWING PAGE FOR EXECUTION

IN WITNESS WHEREOF, The Grantor and the Trustees have executed this Trust Agreement this 1 day of AUGUST ,2000 The Grantor understands all of its provisions, including the fact that he has conveyed or transferred his interest in the property described in Schedule A, B and/or C to Trustee(s), and the fact that the Trust Agreement has provisions that will govern his interest in the property currently, in the future and on the death of the Grantor Grantor approves the Agreement and consents that all property originally or later contributed to the Trust shall be held, administered, and distributed as provided in the Trust Agreement, and Grantor agrees to be bound by it

WITNESSES.

_____ (Seal)
James Brown, Grantor

_____ (Seal)
Alford A Bradley, Trustee

_____ (Seal)
Albert H Dallas, Trustee

_____ (Seal)
David G Cannon, Trustee

STATE OF South Carolina)
COUNTY OF Richmond)

ACKNOWLEDGMENTS

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument of written Trust Agreement was this day produced to me in the above State and County by ***James Brown***, Grantor, and ***Alford A Bradley, Albert H Dallas, and David G Cannon***, Trustee(s), all being parties hereto and was executed and acknowledged by them to be their free act and voluntary deed and all have the requisite capacity to execute this Trust Agreement

WITNESS my signature this 1st day of August ,2000

_____ (Seal)
Signature of Notary Public

H Dewain Herring
Printed Name of Notary Public
Notary Public for SC

My Commission Expires 3/17/2010

SCHEDULE "A"

Initial Funding

1) 

2) All ownership interest(s) in James Brown Enterprises, Inc

3) All ownership interest(s) in my primary residence, including all land and improvements located 430 Douglas Drive, Beech Island, SC 29841 together with such other acreage and property within the vicinity (See Attached Real Estate Description)

4) All ownership interest(s) in

James Brown, Grantor

Alford A Bradley, Trustee

Albert A Dallas, Trustee

David G Cannon, Trustee

SCHEDULE "B"

Additional Schedule of Assets
Such assets as may be added (if any)

SCHEDULE "C"

Insurance Policies
(if any)

James Brown, Grantor

Alford A. Bradley, Trustee

Albert H. Dallas, Trustee

David G. Cannon, Trustee

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 of South Carolina, DARYL J BROWN, on behalf of his minor children, LINDSEY DELORES BROWN and JANISE [redacted] BR[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 B through his Guardian Ad Litem Petitioner,	)
	) JOINT AFFIDAVIT OF ROBERT L BUCHANAN JR AND ADELE J POPE
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 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 PARRIS, LARHONDA PETITT and JEANETTE MITCHELL Respondents	)
IN RE The Estate of James Brown and the James Brown 2000 Irrevocable Trust	)

PERSONALLY APPEARED BEFORE ME ROBERT L BUCHANAN, JR and ADELE J POPE who each being duly sworn depose and say

1 We have served as Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Trust ("PR/Trustees") since November 20, 2007 Prior to that we served as Special Administrators (SAs) of Mr Brown's Estate from March 7, 2007

2 We believe that irreparable damage to the Estate of James Brown and the James Brown 2000 Trust including its charitable and non-charitable Trusts, both of which provide for education, would result if the August 10, 2007 purported 'settlement" and the documents purportedly implementing the purported ' settlement" were approved by the Court

3 We are concerned that the purported settlement" may expose the Estate/Trust to up to $40 Million of additional Estate and Income Taxes without proper provision for their payment

4 We are concerned that the purported settlement" makes no proper provision for creditors, taxing authorities and those not parties to the settlement

5 We believe that the settlement assumes as fact certain matters which are not correct, such as that Tommie Rae Hynie Brown was the "wife" of James Brown at his death We believe the evidence shows she was not, and that she is not, an Heir of James Brown under South Carolina law or the Federal Copyright Law

6 We believe that the purported surrender of 50% of Mr Brown's Estate, his Trust and his copyright interests is unreasonable and violates his 2000 Estate Plan as well as his 1999 Estate Plan

7 We believe that we are the only persons currently protecting the Estate Plan of James Brown and that it is our duty to do so

8 We believe that the purported settlement reflects either a reckless or intentional disregard for the interests of the Estate of James Brown and the James Brown 2000 Trust

9 The individual Plaintiffs have violated the *In Terrorem* clauses of both Mr Brown's 2000 Will and 2000 Trust We believe they did so without probable cause because at least one Plaintiff actually attempted to serve briefly as Trustee, some witnessed Trust documents, and the existence of the Trust has been a matter of public record for 7 years

10 We believe that the constant interference of Plaintiffs with the operations of the Estate and Trust have caused, and continue to cause, severe damage to this complex and valuable Estate and Trust Plaintiffs should be held financially responsible for these losses

11 Plaintiffs have refused to pay their mortgage (Deed of Trust) debt to the Estate, asserting that they do not have to do so because of the 'settlement We do not believe they should disregard their financial obligations to the Estate

FURTHER DEPONENT SAYETH NOT

Adele J Pope
ADELE J POPE

SWORN TO before me this
20th day of January, 2009

(L S)
Notary Public for South Carolina
My Commission expires 3/9/16

ROBERT L BUCHANAN, JR

SWORN TO before me this
20th day of January 2009

Pamela W Wilson (L S)
Notary Public for South Carolina
My Commission expires 04-08-2012

LAW OFFICE OF
DAVID B. BELL

619 Greene Street
Post Office Box 1011
Augusta Georgia 30903-1011

DAVID B BELL

SHARON BLAIR ENOCH

JOHN C BELL
(1916 1967)

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January 29, 2009

VIA FACSIMILE #1-803-734-3677

Mr C Havird Jones, Jr
Senior Assistant Attorney General
State of South Carolina
P O Box 11549
Columbia SC 29211-1549



Dear Sonny.

After we spoke on Wednesday, I had a lengthy conversation with Terry Brown I am authorized to extend a settlement proposal on his behalf The terms are

1 Terry Brown will receive five (5%) percent of what is referred to as the "settlement entity" as it appears in Paragraph five (5)(d) of the August 10, 2008 compromise and agreement signed by the South Carolina Attorney General, Tommie Rae Hynie (Brown), individually and on behalf of her son, as well as the clients of Louis Levenson The settlement entity is the same as is referred to as the "Legacy Trust ' as that term appears in the addendum to the Private Agreement

2 Terry Brown shall retain ownership of his residual copyright that he received under the Federal Copyright Act that came from copyrights granted to his late father, James Brown These residual rights shall not reduce his five (5%) percent share as referred to in Paragraph one (1) above However, as to the residual copyright, he shall not contest the standing of Tommie Rae Hynie (Brown), her son or the clients of Louis Levenson as their rights are created by their private settlement agreement

3 The Trustee for the handling of the James Brown Estate shall be an individual selected by the South Carolina Attorney General The person selected shall have no relationship to the parties to this case, shall be fair, neutral and capable of handling the assets created for the settlement entity Terry Brown shall have a veto over the person recommended by the South Carolina Attorney General to ensure neutrality, impartiality and competence

4 The Estate of James Brown, the Irrevocable Trust of James Brown dated August 1, 2000, and James Brown Enterprises, Inc (collectively, the "Brown Entities") will provide Terry Brown with the exclusive right to conduct a due diligence review of the assets of the Brown Entities, including without limitation, the Music Rights and the Image and Likeness Rights (collectively, the "Brown Assets") for a period of six months from the date a binding Settlement Agreement is finally approved (the "Exclusivity Period")

Terry Brown will also be given an irrevocable and continuing Right of First Refusal, beginning on the date a binding Settlement Agreement is finally approved, to purchase any and all of the Brown Assets that the Brown Entities offer for sale by matching the price and terms of any proposed sale Terry Brown will be given customary notice of any proposed sale and a customary time period in which to match the proposed offer and close the sale.

5 This settlement agreement shall not be final, binding or accepted until memorialized in writing and signed by the South Carolina Attorney General, Terry Brown, Tommie Rae Hynie and the clients of Louis Levenson

I am,

Sincerely,

David B Bell

DBB dg

HENRY MCMASTER
ATTORNEY GENERAL

January 29, 2009

VIA FAX 1-706-722-2507
David B Bell, Esquire
Law Office of David B Bell
PO Box 1011
Augusta, GA 30903-1011

Dear David

I am writing in response to your letter of today After talking with Louis Levenson and counsel for Tommie Rae Brown, I am providing you the following response to your settlement proposal

It is the position of Louis Levenson's clients that Terry should be treated equally with them Given that, our response is as follows As to paragraphs one and two, Terry will receive an equal share with the other children [1] A requirement for this would be that Terry contribute his renewal and termination rights With this contribution, Terry's share would be as described in paragraph 5(k) of the settlement agreement, i e , it would be allocated among the parties to the settlement agreement pro rata in aliquot shares Pursuant to that paragraph, each child's share, including Terry's, would come from a 28 75% portion of the assets or proceeds of the settlement entity (Please note that this 28 75% portion is an increase in the children's original 25% share of the settlement to accommodate Terry's share, less a pro rata contribution from each group) Thus, Terry's 1/6th share would equal 4 7916% of the settlement entity

In response to paragraph three, it is the understanding of all parties that the Attorney General would select the Trustee for the handling of the James Brown Estate None of the other parties would be able to veto the Attorney General's selection, but each party, including Terry, would have input into the selection to help ensure that the person selected was neutral, impartial, and competent

[1] Under this proposal Terry is actually receiving more than the other children because he is receiving the First Right of Refusal We view this as a valuable right

REMBERT C DENNIS BUILDING • POST OFFICE BOX 11549 • COLUMBIA SC 29211 1549 • TELEPHONE 803 734 3970 • FACSIMILE 803-734 3677

There are no objections to paragraphs four and five

These settlement terms have been discussed among counsel but have not been approved by all clients at this time Rather than wait for client approval, I am sending you these terms, but of course the agreement will not be final or binding until approved by all clients Louis is consulting with his clients this evening with thoughts of finalizing the settlement, therefore, let us know your response to this letter as soon as possible

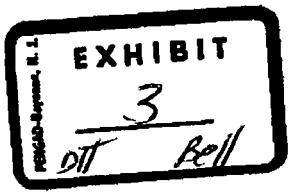
With kind regards, I am

Very truly yours,

C Havird Jones, Jr
Senior Assistant Attorney General

1 Access and Due Diligence The Estate of James Brown, the Irrevocable Trust of James Brown dated August 1, 2000, and James Brown Enterprises, Inc (collectively, the "Brown Entities") will provide Terry Brown with the exclusive right to conduct a due diligence review of the Music Rights and the Image and Likeness Rights for a period of six months from the date of this Agreement (the "Exclusivity Period') The Brown Entities shall furnish to Terry Brown and his financial and professional advisors and representatives, and shall permit Terry Brown and his advisors and representatives access to information and materials relating to the Music Rights and the Image and Likeness Rights as may be reasonably necessary or advisable to allow Terry Brown to become and remain familiar with the Music Rights and the Image and Likeness Rights Terry Brown shall not be under any obligation to continue with his due diligence investigation if, at any time, the results of the due diligence investigation are not satisfactory to him, provided that prior to any such termination, Terry Brown shall notify the Brown Entities of such fact, and at 5 00 p m (Eastern time) on the fifth business day following the delivery of such notice (unless such due diligence issue has been resolved) the Exclusivity Period shall automatically terminate

2 Right of First Refusal



a Grant, Expiration The Brown Entities hereby unconditionally and irrevocably grant to Terry Brown a Right of First Refusal to purchase all or any portion of the Music Rights and the Image and Likeness Rights that the Brown Entities may propose to transfer in a Proposed Transfer, at the same price and on terms and conditions the same or no less favorable than those offered to the Prospective Transferee The Right of First Refusal shall expire on the ___ anniversary of the date of this Agreement

1-30 2009
Kay Garland
DCCPRGS
Anita Knowles 5:00 pm
Deputy Clerk

b Notice The Brown Entities must deliver a 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 must exercise his Right of First Refusal under this Section __ by giving notice to the Brown Entities within forty-five (45) days after delivery of the Proposed Transfer Notice Any failure of Terry Brown to deliver such notice within such 45-day period shall be deemed an election by Terry Brown not to purchase any of the Music Rights and the Image and Likeness Rights

c Purchase Agreement, Closing The terms and conditions of any sale pursuant to this Section __ will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction The closing of the purchase of the Music Rights and the Image and Likeness Rights 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 All payments for the Music

Rights and the Image and Likeness Rights shall be made by Terry Brown to the Brown Entities on or before the later of (1) the payment dates in the Proposed Transfer or (2) ninety (90) days after the delivery of the Proposed Transfer Notice

d Effect of Failure to Comply Any Proposed Transfer not made in compliance with the requirements of this Section __ shall be null and void ab initio, and shall not be recognized by the parties hereto Each party hereto acknowledges and agrees that any breach of this Agreement would 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 Music Rights and the Image and Likeness Rights not made in strict compliance with this Agreement)

"Image and Likeness Rights" means the right to the image, likeness, signature, photographs, gestures, distinctive appearances, mannerisms and any other identifying characteristics of the James Brown, a k a "The Godfather of Soul "

"Music Rights" means the rights to any and all songs in which the James Brown a k a "The Godfather of Soul," owned a copyright interest at the time of his death, either individually or through any entity controlled, directly or indirectly, by the James Brown

"**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 proposed assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like transfer or encumbering of the Music Rights and the Image and Likeness Rights (or any interest therein) either proposed by the Brown Entities or proposed to the Brown Entities by any Person

"**Proposed Transfer Notice**' means written notice from the Brown Entities to Terry Brown setting forth the terms and conditions of a Proposed Transfer

"Prospective Transferee" means any Person to whom the Brown Entities proposes to make a Proposed Transfer

"**Right of First Refusal**" means the right, but not an obligation, of Terry Brown, or his permitted transferees or assigns, to purchase some or all of the Music Rights and the Image and Likeness Rights with respect to a Proposed Transfer, on the terms and conditions specified in the Proposed Transfer Notice

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,	AFFIDAVIT OF ROBERT L BUCHANAN, JR AND ADELE J POPE IN SUPPORT OF INJUNCTION AND DAMAGES FOR INTENTIONAL INTERFERENCE
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 , 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 PARRIS, LARHONDA PETIT, JEANETTE MITCHELL and RUSSELL L BAUKNIGHT	
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, Robert L Buchanan, Jr and Adele J Pope, who being duly sworn, depose and say

1 We are serving as Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust (the "PR/Trustees" of the "Estate/Trust") under Order of the Honorable Doyet A Early, III, dated November 20, 2007, in case No 2007-CP-02-0122 (Case 122)

2 Our appointment was endorsed by all individual Plaintiffs and Defendants except the Attorney General, David Cannon, Albert ("Buddy) Dallas", and Alfred A. Bradley

3 On July 30, 2008, as is shown on Exhibit A, attached hereto, The Attorney General confirmed that the Estate Plan of James Brown "is a wonderful opportunity to further the education of needy children at institutions in South Carolina and Georgia " The Attorney General, although expressing concern for procedural issues, confirmed that he supported both our appointment as Special Trustees and permanent Trustees

4 We were not invited to participate in the secret, non-court-approved "mediation" which took place less than 2 weeks later on August 10, 2008 and the Attorney General's letter to us gave no hint that such mediation was scheduled Nor did the "Emergency" motion filed by the Attorney General a month earlier, on June 30, 2008, which Mr Jones asked this Court to hear on June 30, the day it was filed in Probate Court and before it was even received by the Circuit Court

5 To enjoin us from acting as PR/Trustees and defending the Estate Plan would cause irreparable harm to the Estate/Trust and the Estate Plans of James Brown and be contrary to his wishes as expressed in two Estate Plans which we are informed and believe are valid

6 We are unaware of any case where the Attorney General of South Carolina ("AG") has attempted to transfer more than $50+ Million in value from an Estate and its devisee Trust, which provides charitable and non-charitable benefits in two Trusts, over the objection of both the PR and the Trustees of the Trust We are informed and believe the AG does not have such authority, and ask the Court to find that he does not

7 We are informed and believe that a majority of the "settling parties" have not met the

burden to show that they would be "Heirs" of James Brown, even if he had died intestate, and we ask the Court to so find

8 We are informed and believe that all "settling parties" have, without probable cause, violated the terms of the *In Terrorem* clauses of Mr Brown's 2000 Will and Trust, as well as his 1999 Will and Trust, terminating any interest they have in the Estate/Trust, and ask the Court to so find

9 We are informed and believe that the only properly identified biological descendants of James Brown to date are Jeannette Mitchell, LaRhonda Pettit, and Cinnamon Parris, and ask the Court to so find unless all other persons claiming to be "Heirs" submit to the DNA testing protocol established by prior counsel for the Estate/Trust and are so determined

10 We are unaware of any reported or unreported case where persons claiming to be "Heirs" have been given Millions of Dollars where there has been no discovery and they have refused to take DNA tests

11 We are informed and believe that the "settling parties" in filing the motion, acted in bad faith, for the improper purpose of trying to strangle the Estate/Trust and intimidate us so that we would resign and abandon our duty to defend the Estate Plan of James Brown, so that they could benefit personally from the Estate/Trust which James Brown did not intend for them to have

12 We believe that the proposed settlement is unconscionable and its implementation or their enjoining us from acting would put the Estate/Trust at risk of losing more than $50 Million Dollars

14 We ask that all "Settling Parties" be cross-examined under oath about their motion and motives in this case

15 Some of the Documents which we intend to present at the hearing are attached to and made a part of this Affidavit

FURTHER DEPONENTS SAYETH NOT

ROBERT L BUCHANAN, Jr

ADELE J POPE

SWORN TO before me this
17 th day of February, 2008

(L S)
Notary Public for South Carolina
My Commission expires 11/05/2017

EXHIBIT A

HENRY MCMASTER
ATTORNEY GENERAL

July 30, 2008

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

Re James Brown Litigation

Dear Mrs Pope and Mr Buchanan

I am writing in response to your letter dated July 25, 2008 I am pleased that we may be able to work together towards our shared goals in connection with the Estate Plan of James Brown As I mentioned in my last letter, Mr Brown s Charitable Trust is a wonderful opportunity to further the education of needy children at institutions in South Carolina and Georgia I hope that we will be able to work together to ensure that scholarships are funded as soon as possible

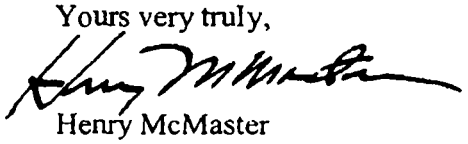
While I have no objection to returning to our previous discussions about securing your proper appointment, I have concerns about whether this is possible given your unwillingness to consider the Special Trustee position On several occasions you have indicated that you do not want to be appointed Special Trustee I do not believe that you can be properly appointed permanent Trustee if you are not willing to resign and ask to be appointed Special Trustee, which I would support Once you are appointed Special Trustee, we can ask the Advisory Board for a vote on the Trustee position, as required by Article XIII of the Trust document If there is not a unanimous vote for you to be Trustee, then we can go to the Probate Court, have the matter removed to the Circuit Court, and have you properly appointed by the Circuit Court

I am hopeful that as we go through this process, a third Trustee can be put in place along with both of you as required by Article VIII of the Trust I appreciate your report in connection with my suggestions as to a suitable individual to serve as the third Trustee

REMBERT C DENNIS BUILDING POST OFFICE BOX 11549 COLUMBIA S C 29211 1549 TELEPHONE 803 734 3970 FACSIMILE 803 253 6283

If you are willing to work together, I believe we can secure your proper appointment without further litigation, which would give us all more time to devote to the charitable intentions of Mr Brown

Yours very truly,



Henry McMaster

HMcM/mfj

EXHIBIT B

Chart 1
James Brown's INTENTIONS in his Last Will & Trust (2000)

2/09

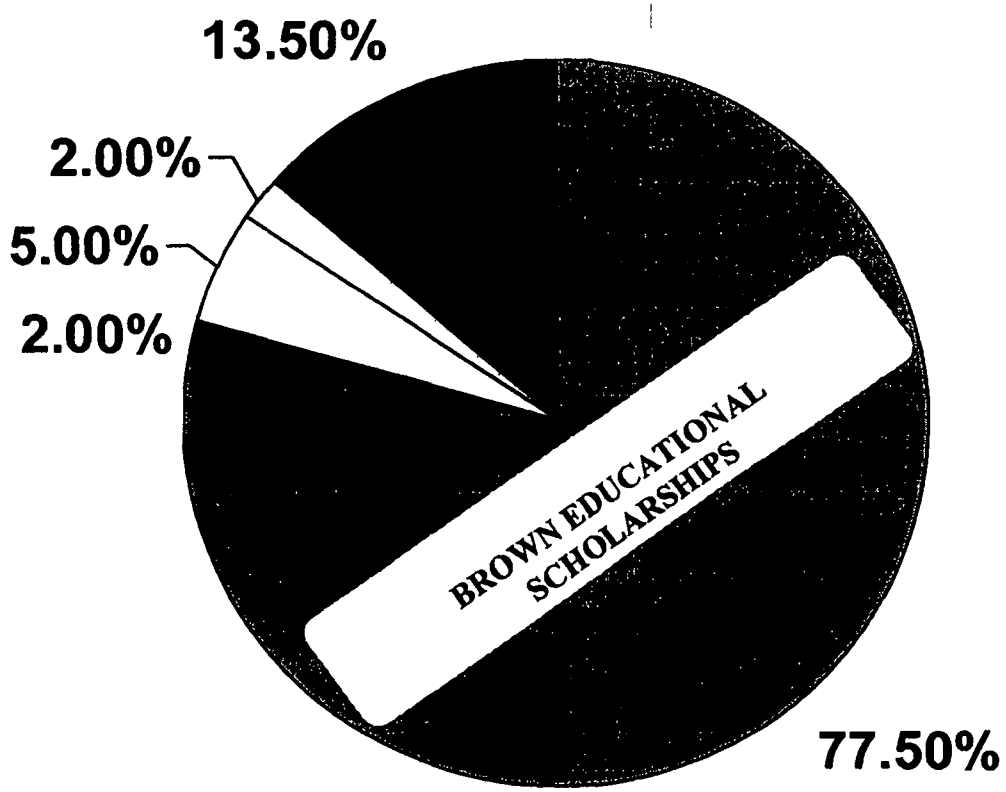


EXHIBIT C

Chart 2
James Brown INTENTIONS in his 1999 Will and Trust
2/09

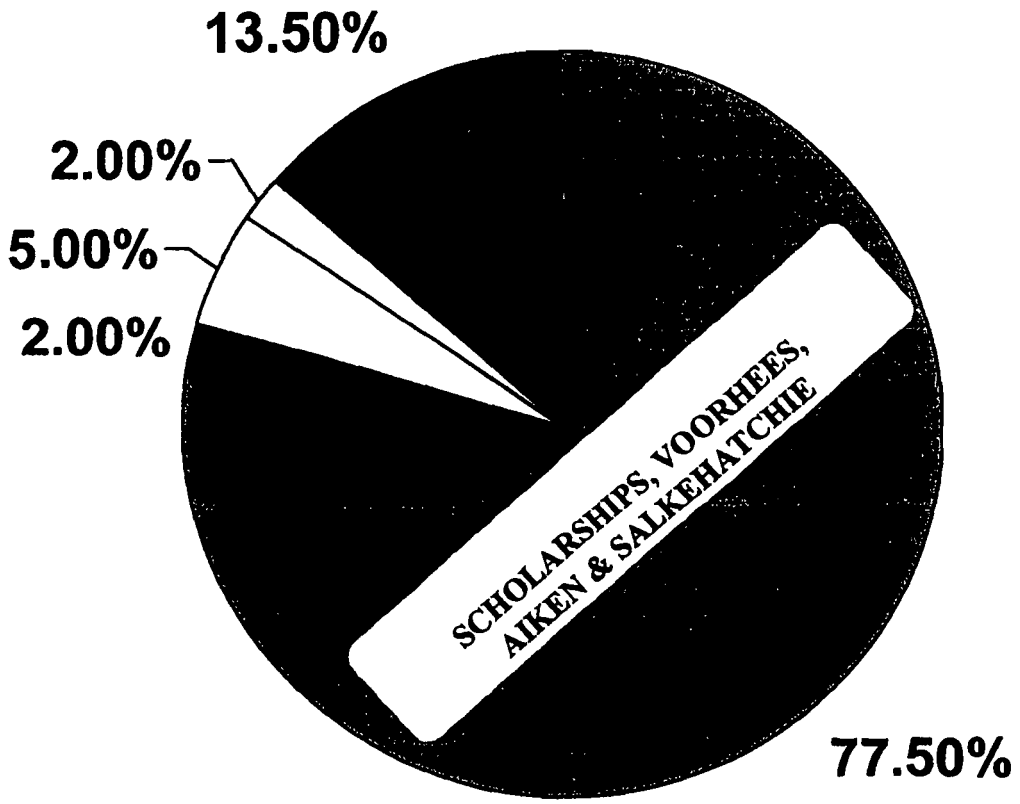


EXHIBIT D

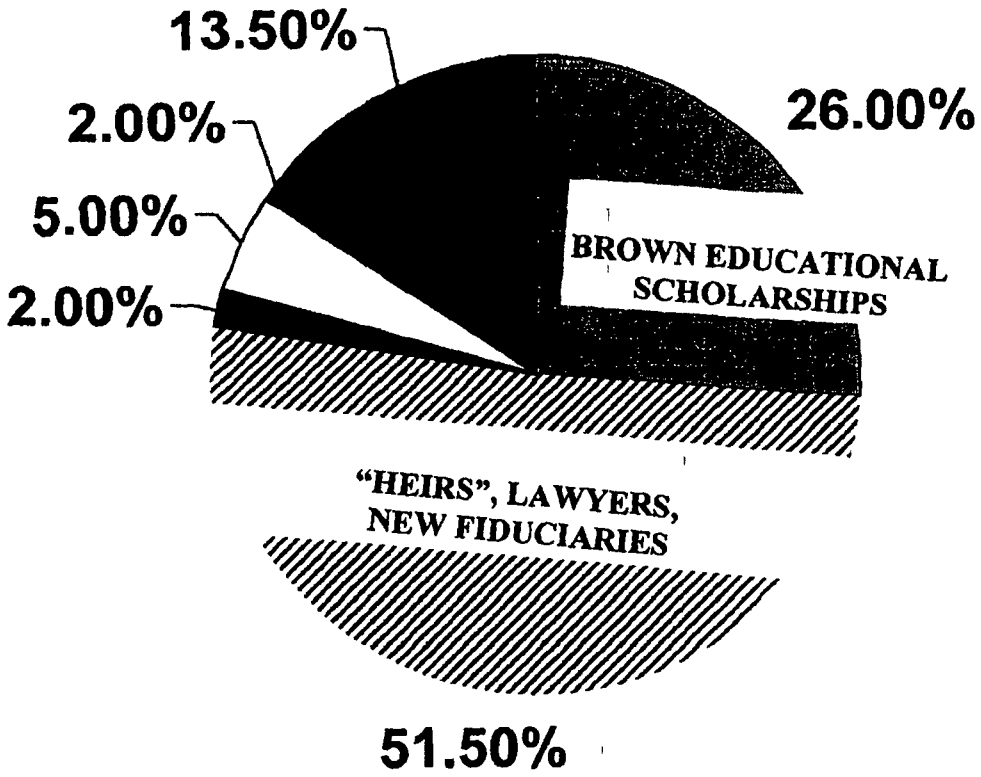
Chart 3

HOW THE PROPOSED "SETTLEMENT"

DESTROYS/IGNORES JAMES BROWN'S INTENTIONS

James Brown Estate/Trust Settlement Proposal
(Hynie Brown/AG/8 of 13+ potential Heirs)

(Over objection of PR/Trustees Buchanan and Pope)
(2/09)



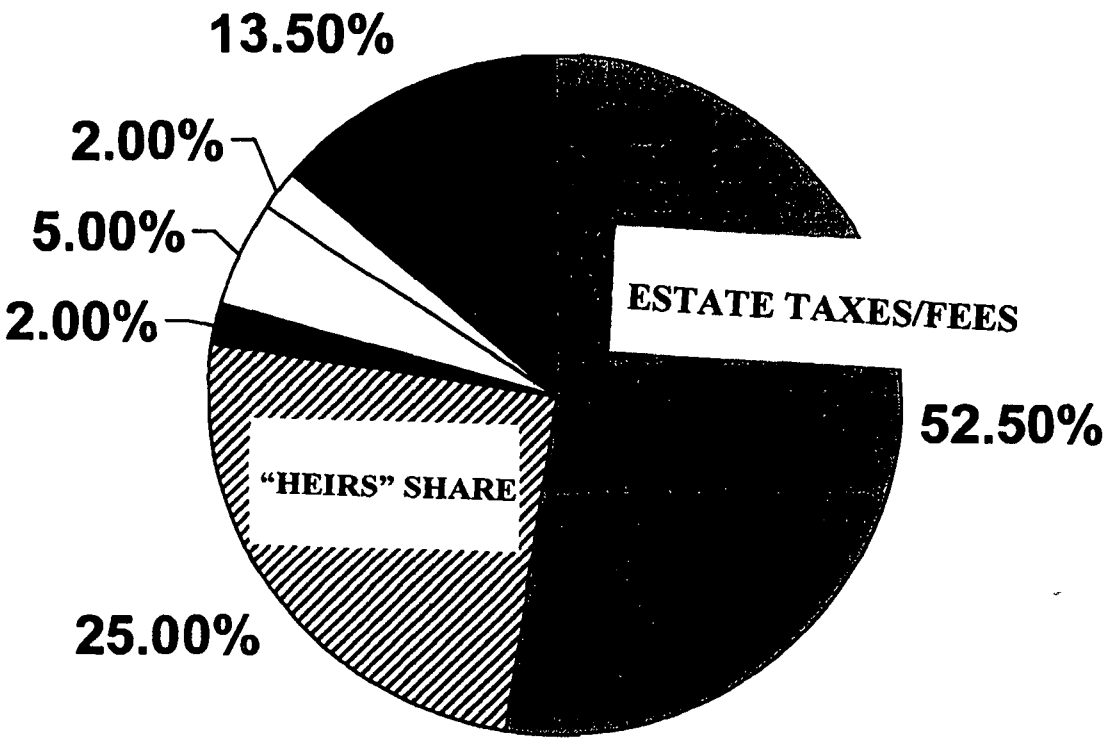
- Educational Trust
- Settling Parties, their Attys , taxes, etc
- G'children's Education Trust
- PR/Tr Comm
- Legal Fees/Admin
- Debt to Teachers

EXHIBIT E

Chart 4

WHAT THE "SETTLING" PARTIES WOULD GET IF THEY SET ASIDE BROWN'S INTENTIONS EXPRESSED IN HIS 2000 & 1999 WILLS/TRUSTS

2/09



Division of 25% "Heirs" receive if 2000 and 1999 Wills and Trusts declared void:

If no spouse and 12 "Heirs":

Each "Heir" receives 2.08% of Estate/Trust

If spouse and 12 "Descendant/Heirs":

1. **Hynie Brown receives 12.5%**
2. **Each Descendant/Heir receives 1.04%**

Possible Descendant/Heirs (Parties to Case 872, and Parties not joined):

1. **Daryl Brown**
2. **Larry Brown**
3. **Terry Brown**
4. **Deanna Thomas**
5. **Vanisha Brown**
6. **Yamma B. Lumar**
7. **Tonya Brown**
8. **James B**
9. **LaRhonda Petit**
10. **Cinnamon Parris**
11. **Jeanette Mitchell**
12. **Deon Brown – not joined**
13. **Doe Defendants**

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EXHIBIT G

Behind The Scenes

Newspaper Article from: Precinct Reporter Article date: October 3, 2002 Author: Moorings, Antracia

Precinct Reporter

10-03 2002

Show me the money Looks like it may be time for singer James Brown to pay up His daughters Deanna Brown Thomas and Yamma Brown Lumar are suing their father for more than $1 million in back royalties They say they helped pen 25 songs with Brown including his 1976 hit single Get Up Offa That Thing Never mind that the girls helped write the songs when they were six and three years old respectively their lawsuit filed alleges that Brown withheld royalty payments and the two are seeking restitution for breach of contract racketeering and negligence

As a copyright owner it s a piece of property It doesn't matter how old you are said attorney Gregory Reed Their name shows up on the day of the selling of the copyrights their name appears consistently from the beginning

According to the suit the troubles between the daughters and their father began in 1998 when they had him forcibly placed in a psychiatric hospital to be treated for an addiction to painkillers After he was released Brown vowed to the media that his daughters will never get a dime from him court papers state James Brown has kept his word Reed says that Brown s attorney Leon Friedman sent a letter to the daughters a year ago offering $66 000 far less than the $200 000 the two were asking for penning such singles as Night Train Body Heat" and In the Georgia Disco Brown also offered $198 000 to Thomas and Lumar in exchange for their giving up their share of the copyright but they refused the offer

Bad Blood Looks like the Browns aren t the only ones with a little bit of bad blood between them The Star' has reported that Whitney Houston s father John Houston filed a lawsuit against her in a New Jersey Superior Court Houston is suing for breach of contract He alleges that his superstar daughter owes him $100 million for services his entertainment company Houston Entertainment LLC provided to her Houston Entertainment LLC allegedly negotiated Whitney s recording deal with Arista last year and retained the lawyer Allen Grubman who persuaded Hawaiian prosecutors not to file charges against Whitney after she was busted at an airport with 15 grams of marijuana

Back in the saddle After Mariah Carey s last movie Glitter flopped at theaters she has decided to take a different route Described as a crime drama and a chick flick in one Carey will appear in "Wisegirls which will debut on the cable channel Cinemax Carey will be teaming up with Oscar winner Mira Sorvino and Melora Walters The trio appear as three young waitresses who work in an Italian family run restaurant whose customers are mainly Mafia members Carey stars as Rachel who is able to handle the wise guys

When I read the script I didn't realize what this character was going to do for me Carey said I actually liked the other two characters better It was going to be really challenging to play this type of character But I thought she was really funny Rachel is really the type that's takes control during a situation that s frightening Rachel's kind of the only one of these three characters who grew up with these guys and so the reason she can be so free and so daring in ways is that to them she s one of them

Lions Gate Films had intended to release the film in theaters but sold broadcast rights to HBO (which owns Cinemax) this past spring Wisegirls debuts October 19 at 10 p m

Briefly Rapper LL Cool J has signed on to appear in S W A T The film is about an arrested crime lord who is taken out of the city and into federal custody

EXHIBIT

EXHIBIT M

POWELL GOLDSTEIN LLP
www pogolaw com

ONE ATLANTIC CENTER
FOURTEENTH FLOOR
1201 WEST PEACHTREE ST, NW
ATLANTA, GEORGIA 30309-3488
404 572-6600
FACSIMILE 404 572-6999

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THIRD FLOOR
901 NEW YORK AVE, NW
WASHINGTON, D C 20001 411
202 347-0066
FACSIMILE 202 624 7222

Saturday March 15, 2008

ESTATE OF JAMES (THE GODFATHER OF SOUL) BROWN
ATTN MR DAVID CANNON
PO BOX 863
BARNWELL SC 29812

Matter ID	150407 00000	Billing Attorney	WILLIAM SHEARER
Matter Description	GENERAL MATTERS		
Last Statement	9/26/2007	Last Payment	-

REMINDER STATEMENT

9/26/2007	3379193	$48,225 00	$0 00	$48,225.00

Less Payments Not Yet Applied to Invoice(s) $0.00

TOTAL OUTSTANDING FOR THIS MATTER $48,225 00

If you have any questions regarding this reminder statement, please call Jake Krocheski at 404-572-6774 or email jkrocheski@pogolaw com If payment has already been mailed, please disregard this reminder statement

Please Remit Payment to
POWELL GOLDSTEIN LLP
P O BOX 198923
ATLANTA GA 30384-8923

Payment may also be made by wire transfer to
POWELL GOLDSTEIN LLP
Bank of America, 600 Peachtree Street NE, Atlanta, GA 30308
Bank Account # 0001071-47 523 ABA # 0260-0959-3

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Bank of America, 600 Peachtree Street NE, Atlanta, GA 30308
Bank Account # 0001071-47-523 ABA # 0610-0005 2

To ensure proper credit to your account please include the invoice number with your remittance

EXHIBIT N

APPEARANCES OF COUNSEL

For Mr Forlando Brown Mr Romunzo Brown, Mr Terry Brown and	Mr David B Bell Bell & Bell Associates 619 Greene Street Augusta, Georgia 30901 Mr Ronnie Maxwell Maxwell Law Firm 225 Chesterfield Street NW Aiken, South Carolina 29801
For Deanna Brown Thomas and other named parties	Mr Louis Levenson Mr Dylan Littlejohn Levenson and Associates 125 Broad Street, SW Atlanta, Georgia 30303
For the Estate of James Brown	Mr W Jonathan Harling Lewis & Babcock 1513 Hampton Street Columbia, South Carolina 29201
For Mr Albert H Dallas and Mr Al Bradley	Mr Stanley G Jackson Jackson Law Offices 1830 Walton Way Augusta, Georgia 30904
For Mr David Cannon Via Telephone	Mr Ronald L Richter, Jr Bland Richter Peoples Building Mezzanine Level 18 Broad Street Charleston, South Carolina 29401
For Tomi Rae Brown Via Telephone	Mr Robert N Rosen Rosen Law Firm The Peoples Building 18 Broad Street Suite 201 Charleston, South Carolina 29401
For minor James B[redacted] Appointed Guardian Via Telephone	Mr Stephen M Slotchiver Slotchiver & Slotchiver 44 State Street Charleston, South Carolina 29401

Q Would that have been part of the trust?

A I don't know

Q But he wanted his home to be perpetuated as a museum?

A Yes

Q And when did you learn of that desire?

A I don't know

Q Now, do you have any reason to believe that your father did not have full mental capacity when he signed the trust documents?

A No

Q Have you read the trust documents?

A Yes

Q Did you read the trust documents at the same time you read the will?

A No, not at the same time but in the same vicinity of time, yes

Q Within a day or so?

A Yes

Q Is there anything about your father's trust documents that you received on December the 27th from Mr Dallas and Mr Cannon that you disagree with?

A Yes

Q Tell me about that, please

A I was--actually on that day I signed a document to

be a trustee because I was told that Al Bradley was no longer a trustee and he would not be a part of the trust And I signed a document stating that I would be the trust because I was told by David Cannon that--

MR LEVENSON You mean you'd be the trustee

A I would be a trustee in place of Bradley because that's what my father wanted And that's what was told to me by David Cannon and Mr Dallas

Q [Mr Bell] Was that something you were told on that date?

A Yes

Q Was that written in the trust document?

A No, it was not written in the trust document but I was provided with a sheet to sign to become a trustee on that day, to be added to that document

Q My question was not conversations or actions subsequent to your dad's death But my question went to the document itself My question is do you have any problems with the trust document?

A In terms of what it contains?

Q Yes

MR LEVENSON And I'm going--Deanna you are not to discuss with him anything you and I have discussed as far as legal advice If he's asking your personal opinion you can answer the question, otherwise, my

advice is do not answer the question if it calls upon legal advice that I've given you

THE WITNESS Yes

Q [Mr Bell] And my question is what problems do you have with that trust document?

A As I stated, that problem will be that statement as when I said it's in terms of that being signed, having to sign that document

Q But that's something after the fact that I would characterize as a problem you might have with Mr Cannon and Mr Dallas As far as the document itself is concerned can you articulate for us any problem you might have with the document?

A Can I articulate any problem that I have with the document The fact that the three trustees that were--the two trustees that were named, I had a problem with that

Q And which--you have a problem that your--that your father named Cannon, Dallas and Bradley as the trustees of the trust document?

A Yes

Q Do you understand that to have been your father's free will intention?

A Yes

Q Was your father fully capable of making that decision when he signed the document?

EXHIBIT Q

Adele J Pope

From Toby Byron [tobybyron@multiprises-l5 com]
Sent Wednesday November 28 2007 12 49 PM
To adele@popelawfirm com
Cc Buchanan Jr grace lewis@law state ga us agsjones@ag state sc us
Subject JAMES BROWN

Dear Adele and Bob

Thank you for your letter of November 1st

Please let me know if you are not able to properly view the following text

With many of the music activities of the James Brown Estate unattended for months following his death needs to be grown and new business has presented itself Since July I have worked tirelessly incurred expense and more to organize JB music assets focus efforts and bring stability to James Brown s music related affairs Some weeks ago at Buddy Dallas request I began defining an agreement whereby I would become the manager of JBE music and entertainment activities reporting to the PRs Further I have aided the PRs in their efforts to sell JBF assets For my efforts Buddy agreed to pay me 5% of the JBF asset sale price As you know on October 17th I met in Atlanta with two interested parties the Bernard Coleman/Darnell Jones group and the Terry Cox/Gray Campbell group Additionally I have one and possibly two parties interested in a music only purchase Buddy and I discussed but did not come to a final agreement pertaining to a purchaser that I introduce and 10% commission payable to me

In this time period I introduced Peter Shukat attorney for the estates of John Lennon Miles Davis Jimi Hendrix Bob Marley and Janis Joplin Simply put there is no music entertainment attorney better positioned to benefit the JBF and its music endeavors

As you know for some weeks I ve held discussions with major talent agencies about representing JBF for all music and entertainment related activities After careful consideration it was decided on Thursday November 15th that the William Morris Agency who have the best strengths and exhibited the most interest are best suited Buddy Dallas gave the green light to move forward with WMA On Friday 16th I informed WMA of the decision and they are drafting representation papers

Because of my relationship with WMA of twenty years plus they ve agreed to a much broader representation of JBE than their longtime booking only relationship with JB In addition to music it will include motion picture musical theater amateur and stock commercial endorsements radio merchandising literary and a number of other areas of potential exploitation

This week I informed the responsible agent at WMA of Buddy Dallas and Al Bradley s resignation as PRs and the installment of you as PRs

Following are a few of the many projects already in development Those marked with an asterisk (*) have been jointly generated by WMA and me

Nos 1 – 11 below constitute 2008 plans and can be viewed in context in the October 10th Master Plan I submitted to you

1) JBGoodtrust com web site (charity)

JamesBrownSoulMusic com (monetize)

In development In an effort to protect JB intellectual property from further pirating steps have been taken to establish official and estate controlled JB websites

Income to JBE tbd

2) Universal Music Group

Have taken steps with upper management at UMG to revamp the relationship including negotiating better terms on catalog and digital sales and reenergizing the JB catalog through new production and creative efforts

Income to JBE tbd

EXHIBIT

EXHIBIT R

Adele J Pope

From Alvin Calvin themachinegroup@yahoo com]
Sent Friday November 30 2007 11 52 AM
To adele@popelawfirm com
Subject FYI Fwd Fw JB Project

November 26, 2007

Email 11/26/07
Cox - Heflin
"JB Project"
Senior Assistant Attorney General reported to be selecting Trustee to work with Cox, Cannon Bradley Dallas, Forlando (William) Brown

Marrion Heflin <mheflin@nevissecurities com> wrote

To themachinegroup@yahoo com
Subject Fw JB Project
From Marrion Heflin <mheflin@nevissecurities com>
Date Tue 27 Nov 2007 20 48 01 +0000

Sorry for the delay Terry s e mail is below mine
Original Message --
To Terry Bradford Cox
Sent Nov 26, 2007 6 01 PM
Subject Re JB Project

Thanks for the update Am I still your guy or are you engaging other players to perform my role? I only ask so that I am prepared to deliver to include involved in the due diligence

-Original Message --
From Terry Bradford Cox PhD
To Marrion Heflin
ReplyTo Terry Bradford Cox
Sent Nov 26 2007 1 25 PM
Subject RE JB Project

Marrion
It is tough to say anything when this deal changes every 3 hours I am not being facetious In short Buddy Dallas resign as the trustee last Tuesday with the caveat that the court would look to me going forward I then was asked to present my ideas in the judges chambers I am suppose to have a meeting with the new trustees this week that is if they stay the trustees I had a conversation with the Senior Assistant Attorney General of South Carolina this morning He is preparing a motion to have them removed and told me that he would select a trustee for me to work with I am to have a meeting with him and the AG from GA by next Monday

Everything has been so mercurial it has been difficult to get anything done pope I believe when things start to happen we will have a better position to move very quickly with due diligence and funding We may have to do everything within 90 days

EXHIBIT EE

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

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

February 2, 2009

Heyward Carter Esquire
Fax 843 577-2055 BY FAX ONLY

Alan Medlin Esquire
Fax 799 5962

Re Issues Related to Developing "Transition Plan"

Gentlemen

Reserving all of the Estate/Trust's rights (see filings) it is my understanding that Judge Early asked that we work on "Transition' issues

We already had a meeting with Bill Sellars scheduled for 1 p m today to address

1 Income Tax filings for 2008 for the Estate, Trust, Entities, and

2 What to do about 2007 because we still don't have adequate information from Messrs Cannon, Dallas and Bradley – who, I believe, assert that they are Trustees (but not PRs) – to complete

Also, I would like to confirm whether I heard correctly in Court on January 30th that the 'Settling Parties" assert that they believe the value of the Estate/Trust at Mr Brown's death was less than the amount shown on the Estate Tax Return

As "Transition" matters, could we today talk about

1 Your proposed date-of-death valuation and the evidence you propose to be presented to the IRS that Mr Brown's assets had a lesser value as of the date of death,

2 Since, under the settlement, if finally approved, the bulk of the Estate/Trust would no longer be devised to charity, your "transition" suggestions for

A Plan for reporting progress of "settlement" to the Internal Revenue Service and for payment of additional Estate Taxes,

B Plan for seeking Amendment to the IRS Approval of The James Brown 'I Feel Good" Trust if "settlement" approved,

C Whether running assets through the proposed Settlement Entity creates disqualifying conflicts under the IRC, jeopardizes the charitable deduction, and jeopardizes any available marital deduction,

D Generation Skipping issues raised by the proposed Settlement', and

E Other issues of importance in this area

I am taking the liberty of extending this invitation to counsel for Messrs Cannon, Dallas Bradley and others

The intention of this invitation is to discuss possible transition' procedures under the following scenarios

A A "settlement" is proposed to the Court and ordered, with no appeal taken and all parties in open Court, along with appropriate Guardians ad litem, waiving their right to appeal,

B A "settlement" is proposed to the Court and ordered, with an appeal taken by one or more dissenting parties

Since this is short notice, I will try to call you to see if it suits If we miss, or if does not suit, can we meet at your convenience?

Sincerely,

Adele Pope

Adele J Pope

cc Robert L Buchanan, Jr , Esquire
Wayne Byrd, Esquire
Jan Warner, Esquire
David Bell, Esquire
Counsel for Other Interested Parties

LTR CARTER.wpd

EVANS CARTER KUNES & BENNETT P A
ATTORNEYS AT LAW
115 CHURCH STREET
CHARLESTON SOUTH CAROLINA 29401

HEYWARD CARTER JR
OBERT M KUNES
DWARD G R BENNETT
IRGINIA MELKS SHUMAN
NDREW W CHANDLER
JEAN LEE
ATRICIA SCARBOROUGH

CERTIFIED SPECIALS T A G L W
CERTIFIED SPECIAL ST N ESTA E P A N NG D SLEA E
ICC SED N SC A D NY
CC CD W D GA
CF C A D

MAILING ADDRESS
P O BOX 369
CHARLESTON SC 29402-0369

TELEPHONE (843) 577 2300
TELECOPIER (843) 577 2055

February 2 2009

Via Fax Hard Copy by Mail

Adele J Pope Esquire
Personal Representative
Estate/Trust of James Brown
212 Newberry Street NW
Aiken SC 29801

Robert L Buchanan Jr Esquire
Personal Representative
Estate/Trust of James Brown
212 Newberry Street NW
Aiken SC 29801

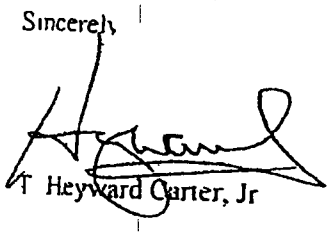
Dear Adele and Bob

Thank you for your letter of February 2, 2009 concerning Judge Early s direction that there be discussion as to how transition of administration of the estate and trust to the successor professional Personal Representative(s) and Trustee(s) be handled Our understanding is that the discussion is simply to involve the mechanics and process of transition pertaining to an orderly handing over of administration from you to your successor(s) Those issues would include, inter alia, an efficient, secure means of transmitting to your successor(s) all of the estate documents now under your control, your availability for consultation with your successor(s) (which we hope that you will be available for and willing to do) the process for advising your successor(s) about relevant estate matters (including litigation) and the like We do not believe that the transition process needs to nor should address issues such substantive matters as amended estate or income tax returns, amendment of the I Feel Good Trust or other matters which will be the responsibility and within the purview of your successor(s)

I understand that Bob was going to send out a proposal for our consideration regarding the mechanics and process of transition which we can then discuss with you after receiving it

I thank you in advance for your willingness and availability to confer concerning these and like matters with your successors and I send my best personal regards as always

Sincerely,



T Heyward Carter, Jr

cc Counsel for interested parties

THCjr shj

Estate/Trust of James Brown

212 Newberry Street NW
Aiken, South Carolina 29801

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

February 6, 2009

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

BY FAX OR MAIL

Re Estate of James Brown/James Brown 2000 Irrevocable Trust
Concern regarding Attorneys' Fees

Dear Attorney General McMaster

Thank you for your letter of February 4, 2009 by Mr Jones (copy enclosed) on behalf of the purported "Settling Parties" related to attorneys' fees We have previously invited Mr Jones to participate in and learn something about the federal suit for the benefit and protection of the charitable Trust, but he has repeatedly declined our invitation

However, we know you have been very interested in the issue of attorneys' fees for a long time (as, for example, in connection with the Estate/Trust's retainer of Kendall Few and Jim Gilreath as early as 2007) Because the amount, deductibility and general treatment of the attorneys' fees and costs of all lawyers and fiduciaries before the various courts are so fundamentally relevant to (a) the approval/disapproval of any proposed settlement, and (b) our duty as PRs and Trustees to administer the Estate/Trust and any transition of control upon approval of a settlement by the court (assuming jurisdiction) in a manner which will "not impair the rights of creditors or of taxing authorities who are not parties' to the settlement, S C Code Ann § 62-3-1101, we respectfully request your assistance in getting certain information from each purported "Settling Party" to us expeditiously which we believe the court must consider

We respectfully call on you to ensure that counsel for all purported "Settling Parties" release to us immediately the following information

A Attorneys Fees and Costs

1 Please provide the full legal fees and costs each attorney for each purported "Settling Party" intends to seek for all services related to the Brown Matters from December 25, 2006 to January 30, 2009

2 If fees are entirely on a time-plus-costs basis for any party, please provide the following

a Name of each attorney with total number of hours through 1/30/09 plus
(1) Hourly rate for legal services
(2) Hours performed before filing of Will/Trust contests in Dec 2007
(3) Hours performed after filing of Will/Trust contests in Dec 2007,

b Name of each law clerk, paralegal or legal assistant, with the same information detailed in "a" (1), (2) and (3) above,

c The scope of the work and when it will end, and

d A detailed breakdown of other costs

3 If the fees are entirely on a contingency basis, please provide the following

a The amount of the contingency fee (e g , 10%, 15%, 20%, 25%, 30%, 33%, 40%, etc) or any applicable combination,

b The scope of the work and when it will end, and

c A detailed breakdown of all costs

4 Please advise whether you assert these fees and costs constitute valid expenses of the Estate/Trust of James Brown, and if so, whether you assert they constitute priority expenses If you assert they are valid expenses of the Estate/Trust, please explain why you contend they are If you assert they are priority expenses, please explain why you contend they are

B Fiduciary Fees and Costs

1 Please provide the identity of any fiduciary other than the PR/Trustees for any period of time to date, and for each, set forth the full fees (and the basis thereof) and costs

2 Do you intend to recommend or consent to the continuing fiduciary service of any fiduciary identified in response to B 1 above?

In light of Mr Jones' letter, for the record we advise you that we are informed and verily believe that any delay in the Federal Court proceeding would be injurious to the Estate/Trust for one or more of the following reasons

1 It will impede our ability to recover from Forlando Brown the $400,000 we believe he has frivolously caused the Trust to incur in the defense of this action with knowledge, as defined in the Trust Code, that (a) there was no merit to the suit, and (b) the suit was brought for the purpose of obtaining a result that he could not obtain in the lawsuit (the acquisition of the assets of the Estate/Trust), and

2 The federal suit will continue to cast inappropriate doubt on the State Court's ability to function in this matter, including its ability to approve a proper settlement at the appropriate time

We hope that you will help us obtain this necessary information as soon as possible so that we will all be fully prepared for the hearing on February 26th

Sincerely,

Robert L Buchanan, Jr by AJP (with express permission)

Robert L Buchanan, Jr

Adele Pope

Adele J Pope

Enclosure

1 Letter of your counsel Havird Jones

cc David B Bell, Esquire

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	) JOINT AFFIDAVIT OF
	) ROBERT L BUCHANAN, JR
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 PARRIS, LARHONDA PETIT, JEANETTE MITCHELL and RUSSELL L BAUKNIGHT	) AND 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, Robert L Buchanan, Jr and Adele J Pope, who being duly sworn depose and say

1 We are the Personal Representatives of the Estate of James Brown, deceased, and Trustees of the James Brown 2000 Irrevocable Trust dated August 1, 2000 (the "PR/Trustees" of the "Estate/Trust")

2 This affidavit supports, and is subject to, our earlier filings in this case

3 We received notice yesterday (copy attached as Exhibit A) that Havird "Sonny" Jones is unable to attend the hearing in this case either March 25 or 26

4 Mr Jones, purporting to act for the Attorney General, is seeking to enjoin and remove the only persons upholding the Estate Plan of James Brown, and is further attempting to prevent

the Estate/Trust from having funds necessary to protect the Estate Plan of James Brown

5 The Estate/Trust of James Brown remains in grave financial condition caused directly by attacks of Forlando Brown, the "Settling Parties", Cannon, Dallas and Bradley Giving away more than $50 Million of the Estate/Trust (65+%) to people James Brown specifically directed not to receive his assets, and helping David Cannon, Albert Buddy Dallas and Alfred Bradley to escape responsibility for the losses they caused the Estate/Trust, are not the appropriate settlement or solution

6 To prevent the Estate/Trust's unnecessary expenditures in attempting to compel the appearance of Jones and others, we ask the Court to delay or reschedule any hearing in this case until either the Attorney General or Sonny Jones and all other Plaintiffs and Defendants, including without limitation Terry Brown and Forlando Brown, appear and are examined under oath as to the following matters

A What contracts, agreement or understandings has Jones (or the AG) or any of "Settling Parties" made with David G Cannon in connection with the proposed "settlement"?

B If there have been any, should they be declared void as against public policy and a direct interference with the contracts and operation of the Estate/Trust?

C What contracts, agreements, understandings or promises have been made to Albert Dallas and Al Bradley in connection with the purported "settlement"?

D If any were made, should the Court declare them void, and the AG and "Settling Parties" without authority to make them?

E Why did Jones and Bauknight fail to conduct any due diligence in connection with the first (August 10, 2008) Settlement, including, at least, taking into consideration the following

1 On information and belief, there is no reported or known case in South

Carolina which overturns for fraud or undue influence 2 Separate Estate Plans, both more than six years old

2 On information and belief, there is no reported or known case in SC supporting the authority of the Attorney General to transfer $50 Million from an Estate/Trust which devises it to charities, and give it to contestants of the Will over the objection of the PR/Trustees

3 On information and belief, there is no known or reported case in South Carolina where a person married to another at the time of her marriage to the Decedent has been given millions of dollars

4 On information and belief, there is no known or reported case in S C where a child (James [redacted] who is presumed not to be an heir, has been declared a child, and thengiven nothing under the settlement

5 On information and belief, there is no known or reported recent (since DNA) case where persons claiming to be "Heirs", disputed by the PR/Trustees, are given more than $25 Million while refusing to take DNA tests

6 On information and belief, there is no known or reported case where an Irrevocable Trust (The James Brown "I Feel Good" Trust) has been declared void where it has been a matter of public record and funded for more than 6 years
before the challenge

7 On information and belief, the Russell case strongly supports the proposition that all "settling parties" will be found to have forfeited any interest in the Estate/Trust under In Terrorem clauses, especially Lumar and Thomas, who accepted positions with the Trust and then contested its validity?

8 As to the purported January 30 "amendment" to the "Settlement"

(a) Has Sonny Jones, in attempting to reach the January 30 "amendment"on behalf of the Estate/Trust, exceeded the authority of the AG's office under the law, exposing himself, individually, to the financial consequences of the January 30 "amendment", if approved?

(b) Were the acts of Sonny Jones in attempting to bind the Estate/Trust in an amended "settlement" which, if approved, will transfer millions of additional dollars in value from the Estate Plan

of James Brown to Terry Brown, and benefit Terry Brown, Forlando Brown, David Cannon, Albert Dallas and Powell Goldstein, a breach of fiduciary duty?

(c) Has the close relationship of Sonny Jones with Dallas, Hammond, Cannon, Forlando Brown and certain "Settling Parties" resulted in a breach of his obligation under the law to protect the interest of charities?

(d) What is the basis for Jones' attack on Buchanan and Pope, and the failure of the office of the Attorney General to support the PR/Trustees in attempts to recover approximately $12 Million siphoned by Cannon, Dallas and Bradley?

(e) Why has Jones interfered with the PR/Trustees, purporting to make secret "deals" which he has no authority to make on behalf of the Estate/Trust?

(f) Has Sonny Jones inappropriately attempted to interfere in the Federal Suit in an attempt to benefit Hammond, Cannon, Dallas and Bradley and prevent the PR/Trustees from recovering the $400,000 Forlando Brown caused the Estate/Trust to incur in the Federal Suit? If so, should Jones be responsible for the $400,000?

(g) Have Sonny Jones' actions in purporting to contract for the Estate/Trust directly damaged the Estate/Trust's contracts related to exploitation of its royalties, image and persona? If so, should Jones be liable for this loss?

G Why did Jones and Hynie Brown fail to advise the PR/Trustees of the secret mediation they orchestrated just 11 days after the Attorney General had agreed[1] that Buchanan and Pope were appropriate persons to serve both as Special PR/Trustees and permanently, to protect the valuable gift James Brown made to education?

H Have Jones and the purported "Settling Parties", acting together, damaged the Estate/Trust through direct and intentional interference with the operation of the Estate/Trust and its contracts? (This should be explored <u>in closed session because of confidential information and trade secrets</u>)

---

[1] However, in retrospect, Sonny Jones <u>might</u> have contemporaneously affirmatively tried to conceal the secret mediation (See Transcript, Hearing 6/30/08, p 89 Exhibit D)

8 We ask the Court to conduct the entire hearing on the record, but with portions in a closed Courtroom, as we wish to examine Jones and other purported "settling parties", including Forlando and Terry Brown and, and Albert ("Buddy" Dallas and David G. Cannon, with only counsel and parties in the McMaster Case present, about the above matters

9 Attached to and made a part of this affidavit are our June 13, 2008 letter to the Attorney General (Exhibit B) and his July 30, 2008 letter to us (Exhibit C)

10 We ask that Jones or the Attorney General be ordered to bring the entire file so that the Court can fully explore these serious questions

11 If the Court does not compel the appearance of all adult Plaintiffs, we respectfully request that all false and scurrilous allegations by them be stricken from the documents on file

FURTHER DEPONENTS SAYETH NOT

ROBERT L BUCHANAN, JR

SWORN TO before me this
19th day of February, 2009

Pamela W Wilson (L S)
Notary Public for South Carolina
My Commission expires 04-08-2012

ADELE J POPE

SWORN TO before me this
19th day of February, 2009

Notary Public for South Carolina (L S)
My Commission expires 3/9/16

Exhibit A

Adele J Pope

From Sonny Jones [AGSJONES@scag gov]

Sent Wednesday February 18 2009 9 49 AM

To Early Doyet A Law Clerk (Carra Henderson)

Cc Max N Pickelsimer abyrd@turnerpadget com adele@popelawfirm com amedlin@sc rr com barrlaw@ftc-i net Christman' 'Lori Cordle' Cherry V d_michel@yahoo com DarylWilliams davidbell@davidbelllawfirm com Davidson J Author Ecole@turnerpadget com Edmonds 'Becky, egray@sowell com erin richardson@nelsonmullins com Few' Kendall Gilreath, 'Jim Griffin Jim Harris' 'Greg Horner Robert Hutto Brad jacksonstanley@bellsouth net jdbaileylaw@bellsouth net Jowers Mary Frances Jowers Shannon Jr A Peter Shahid Justman', 'Aimee kay west@nelsonmullins com, KerryLudwa Knoepfle' Anita, Latham, Bill lgodard@aikencountysc gov, 'LouisLevenson' Lydon, Sherri Lydon 'T Mattbodmanlaw@aol com Nicholson J C Oneil' Lynn rlbuchananjr@bellsouth net rnrosen@rosen-lawfirm com robert brunson@nelsonmullins com robtyoungatty@yahoo com sbrown@ycrlaw com Steinmetz' Matt steve morrison@nelsonmullins com Tate Sonja 'Tresshayes' Warner Jan Watson Calhoun WByrd@TurnerPadget com weskirkland@bellsouth net

Subject RE February Hearing

I will not be available on either date, Mary Frances and J C are available on both dates

Thanks

C Havird Jones, Jr
Senior Assistant Attorney General
Office of the South Carolina Attorney General
P O Box 11549
Columbia, SC 29211
Phone 803 734 3654
Fax 803 734 3677
AGSJONES@ag state sc us

>>> "Early, Doyet A Law Clerk (Carra Henderson)" <dearlylc@sccourts org> 2/17/2009 12 07 PM >>>

Judge Early has offered March 25th or 26th Please email me ASAP and let me know which date is your preference As in the past, majority rules Please keep in mind when deciding that Mr Shahid is not available on the 25th Thanks!

J Carra Henderson

Law Clerk to the Honorable D A Early, III

The Circuit Court of the 2nd Judicial Circuit

PO Box 90

Bamberg, SC 29003

EXHIBIT B

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

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

June 13 2008

The Honorable Henry Dargan McMaster
Attorney General
State of South Carolina
PO Box 11549
Columbia SC 29211 1549
FAX 734-3677

BY FAX AND MAIL

Re Estate Plan of James Brown

Dear Attorney General McMaster

Thank you for your recent meeting We deeply regret that the Attorney General as the principal legal officer of the State of South Carolina, has not elected to join us in the pursuit of our primary, and critical goals for the Estate Plan of James Brown Those are

1 **Defend the Estate Plan of James Brown against challenges,**

2 **Defend against the Elective Share Claim,**

3 **Prevent the Return of former PR/Trustees Cannon, Dallas and Bradley,** and

4 **Avoid a fire sale of Mr Brown's valuable royalties, image and persona** the primary purpose of which is to put about $35 Million in the hands of Cannon, Dallas, Bradley Greenberg Traurig [All Defendants] and Frank Copsidas and which will expose the Estate to millions of dollars of unnecessary claims

If we are successful in the above efforts, current available information indicates that **within 3- 5 years, Mr Brown, through his Estate Plan, will have provided**

1 **Mr Brown's personal and household effects (PHE) to certain children** (Property or its value less $500 000 (+/) Estate Taxes),

2 **Non-charitable Brown Family Education Trust, $2 Million (+/) to educate certain of Mr Brown's grandchildren**

3 The remainder after debts, to **The James Brown "I Feel Good" Foundation**

It became our duty on November 20, 2007 to defend Mr Brown's Estate Plan We look forward to that challenge Our Six-Month Report, a copy of which was distributed last month, outlines our progress and challenges during the period [Additional copy enclosed]

As required by the Court, as Special Administrators appointed March 7 2007, we worked with David Cannon, Buddy Dallas and Al Bradley for 5 months between our appointment and David Cannon s resignation as PR/Trustee on August 10, 2007 Thereafter, until November 20, 2007 when they resigned, we had substantial contact with Buddy Dallas and Al Bradley

We can say unequivocally that it is in the best interest of Mr Brown's Estate Plan and its primary beneficiaries the Brown Family Education Trust and the James Brown I Feel Good Trust that none of David Cannon Buddy Dallas or Al Bradley returns to any fiduciary position with Mr Brown's Estate Plan

We can also say unequivocally that Mr Cannon and Mr Dallas' proposed sale of Mr Brown s valuable Royalties, Image and Persona under the terms of October 18 GT Letter", if implemented would be a humiliation to the State of South Carolina and would eviscerate Mr Brown's Plan for the education of his own grandchildren and other needy and deserving children

Attorney General's Support of Cannon, Dallas, Bradley and Hammond

Long after our appointment on November 20, 2007, and as recently as last week, we have become aware of how deeply the office of the Attorney General was, and continues to be, involved in actions which support or encourage the efforts of Buddy Dallas and Al Bradley to be reinstated as Trustees and bring about this Fire Sale, intended to enrich themselves and David Cannon by more than $16 Million

Many are, quite frankly baffled by this We share that view We also have the additional concern that the Attorney General, one of whose missions is the protection of South Carolina charities is supporting efforts to defeat the funding of The James Brown ' I Feel Good" Trust through actions which erode our ability to defend Mr Brown's Estate Plan

The Attorney General's Office and William Hammond

We are extremely troubled by the strong and continued reliance of the Attorney General on affidavits and statements of Bill Hammond in the light of his extraordinary efforts to protect David Cannon Buddy Dallas and Phil Farr Within the last few weeks we have received copies of emails between Bill Hammond and others including your office They confirm our repeated assertions that it will not advance Mr Brown s Estate Plan or the future funding of The James

Brown I Feel Good" Trust for the Attorney General to rely on Bill Hammond

Mr Hammond is a supporter and apologist for David Cannon Hammond s longtime friend Phil Farr, is a longtime friend of Buddy Dallas Hammond asserts in a letter to you that he chose to be a Trustee with Dallas and Bradley All have caused damage to the Estate Plan of Mr Brown Cannon, Dallas, Bradley and Farr are defendants in suits brought by Mr Brown's Estate and Trust

Bill Hammond's Support of David Cannon

We recently acquired the September 27 2007 email of Bill Hammond which was sent to your office (Copy attached) It says in part

> **"The Hatchet job on David Cannon based solely on facts supplied by the SA's, [Buchanan and Pope] many of which are unfounded, so far has been a sight to behold "**

> **"When he [Cannon] resigned because of a mistake and offered to pay back the amount by which he had benefitted, the other Trustees under the terms of the trust voted to replace him with me The SA's told them they would be removed if I [Hammond] became a co-trustee "[1]**

Bill Hammond's Secret "Appointment" by Cannon, Dallas and Bradley as Trustee

After the September 27, 2007 email, Hammond communicated again with your office on November 27 2007 to say he was looking for the papers where he was appointed Trustee (See 11/27/07 email, attached)

---

[1] This is particularly troublesome since the purported appointment was concealed from the Court and us until March 7 2008 See p onouncement of Sonny Jones and cross examination of Adele Pope, 3/7/08 Transcript pp 17 118 119 121 122, enclosed

On November 15, 2007, Cannon began asserting his 5th amendment rights – which he has repeatedly asserted since By November 20, 2007 anyone hearing the testimony, including representatives of the SC Attorney General, was aware of Cannon's problems and that it was Cannon who had done a hatchet job on the James Brown 2000 Trust

Neither the Attorney General's Office nor Bill Hammond reported Hammond s secret appointment as Trustee to the Court or the Trust beneficiaries, even though Hammond reported to your office again on November 27, 2007 that he was looking for his appointment paper

The secret attempted appointment of Hammond remained the secret of the SC Attorney General the Georgia Attorney General, Dallas, Cannon Bradley and Hammond until March 7

Meanwhile, the SC Attorney General used affidavits of Hammond, Dallas and Bradley to assert that we were unethical

Most troublesome is the fact that Hammond s purported appointment was concealed until March 7 2008, when Mr Jones raised it for the first time to help Mr Dallas and Mr Bradley prevent confirmation of our appointment, and be reinstated as Trustees

The suggestion to the Court and parties on March 7 2008 by your office was that the purported appointment of Hammond as Trustee was just discovered by Mr Jones the night of March 6 Instead, Mr Jones along with Hammond, Dallas, Cannon, Bradley and Grace Lewis, had harbored this information for months until it became useful to what appears to be their joint effort to prevent anyone other than Cannon Dallas and Bradley from being appointed

We can see no reason why this alliance of the S C Attorney General in any way promotes the interest of Mr Brown s Estate Plan and its primary beneficiary, The James Brown I Feel Good" Trust

David Cannon, Buddy Dallas, William Hammond and the attempted Sale of Mr Brown's Royalties, Image and Persona

On March 26, 2007 David Cannon and Buddy Dallas urged us to approve a $26 Million sale which (we now know) would have been disastrous to Mr Brown's Estate Plan [See our first Quarterly Report as SA s] We were told

1 Joel Katz was the authority on such deals

2 If we did not authorize the deal (with absolutely no due diligence) the offer would disappear and it would be our fault

At some point, the deal not to be missed became $45 Million By October 12 2007 it was $100 Million

Without our knowing how deeply he was personally involved with David Cannon and Buddy Dallas, Bill Hammond in June 2007 gave us independent advice" that we would breach our 'fiduciary duty" if we did not approve Cannon, Dallas and Bradley s proposed deal In particular

1 Mr Hammond asserted that the Estate/Trust was required to sell the Royalties

2 Mr Hammond asserted that it was a breach of fiduciary duty not to accept a sale which would net Mr Brown's Estate/Trust only $10 Million

3 Mr Hammond knew Dallas, Cannon and Bradley were claiming more than $15 Million from such a sale, but was unconcerned

4 Joel Katz was claiming about $5 Million from such a sale

5 The Pullman Group was claiming $31 Million from such a sale

6 Frank Copsidas was claiming about $12 5 Million from such a sale

Again, without access to any due diligence we were told that it was improper for us to stand in the way of the sale [See email of Bill Hammond dtd 6/21/07, attached]

On December 6, 2007 the Office of the Attorney General, through Sonny Jones, asked appropriate questions about the proposed "$100 Million Offer" [See Mr Jones' email to us dated December 6 2007 attached] In particular, he wanted to know

> 2 I have heard for the last 3 months that the sky will fall and the offer will go away if we do not accept it now your thoughts Also, who else is out there that can make an offer if at all
>
> 3 Are there some self serving interest w/ some of the local players in this that is causing this push
>
> 4 I was given Joe Katz in Atlanta as a person to call to get a feel if these current offer will in fact decrease in the near future your thoughts on that contract

We immediately responded by phone to inform your office about the 'October 18 Letter' and its implications, as set out above

Mr Jones did not act on this information

With knowledge of serious credibility issues for Cannon Dallas, Bradley and Hammond, that Dallas Cannon and Bradley had filed $15+ Million of claims against the Estate of James Brown on September 26, 2007, and that Cannon, Dallas and Bradley were generally known to be defendants in substantial claims by Mr Brown's Estate and Trust on December 10 2007 the Attorney General relied on affidavits of Dallas Bradley and Hammond to attack us Those affidavits, and the Attorney General's positions since December, 2007

1 Support the assertion that Mr Buchanan and Mrs Pope were unethical

2 Ignore Cannon, Dallas and Bradley s attempts to be paid $15+ Million from the Estate, and escape liability for missing millions

3 Ignore Bill Hammond's close association with Cannon and Fari and serious credibility issues

4 Are being used by Forlando (William) Brown in Federal Court to attempt to reinstate Cannon, Dallas and Bradley

5 Bolster assertions of Cannon, Dallas and Bradley supported by Hammond, that they have done nothing wrong and are entitled to $15+ Million from Mr Brown's Estate [See Affidavits of Hammond, Dallas & Bradley, submitted by the AG of SC in November/December, 2007]

The Attorney General's Reported Promise to Remove Buchanan and Pope

On November 20, 2007 Dallas and Bradley resigned as PR/Trustees and officers of any James Brown Entities (except Geronimo, LLC) We were appointed

The attempts by Cannon and Dallas to have a quick and disastrous sale of Mr Brown's assets and pay themselves millions seemed to be brought to a close

Then on November 26, 2007 Terry Cox gave the JB Team hope He notified members of the JB Project" team that he was assured that the **Senior Assistant Attorney General of South Carolina is preparing a motion to have (Buchanan and Pope) removed and "told me he would select a Trustee for me to work with "** [See Terry Cox email dtd 11/26/07, attached]

****

Mr Cox is working with William (Forlando) Brown Buddy Dallas and David Cannon on "$100 Million" project

On November 30, 2007, Dallas and Bradley sought to return as Trustees

On December 14 2007 the SC Attorney General, based largely on affidavits of Hammond, Dallas and Bradley sought the same result [See emails dtd 12/14/07]

We believe that this does not promote Mr Brown's Estate Plan, the future funding of The James Brown "I Feel Good Trust, or the interest of needy and deserving children

The Attorney General's Support of Forlando (William) Brown's Attempts to Return Cannon, Dallas and Bradley as Trustees

On January 2, 2008, Forlando (William) Brown, Mr Brown's Grandson, and business partner of Terry Cox and Buddy Dallas in the "$100 Million deal, sued us in Federal Court asserting

1 Judge Early's Orders related to the Trust are void We have no authority [The intended result Cannon, Dallas and Bradley return and the ' Deal goes through]

2 Attempting to enjoin the Trustees from taking any action (Defense of Estate Plan suits against Dallas, Cannon, Bradley & GT, etc)

In this suit, Forlando (William) Brown is represented by Mr Cannon, Dallas and Bradley's lawyers, who have billed the Estate $48,225 but refuse to turn over the file

We asked the Attorney General to join in this suit to confirm that the return of Cannon Dallas and Bradley was not appropriate You have refused

In early February, 2008 the Attorney General joined Mr Dallas and Mr Cox's partner, Forlando (William) Brown in the assault on us He appeared on WIS Television accusing us of acting improperly According to the associated article [we didn't watch the interview], you said that we were representing both the ' poor kids' trust and the families" and that this went ' far past the sign of conflict of interest " As the article and television story show, this appeared to throw the support of the Attorney General of South Carolina behind Forlando (William) Brown's attempts to return Cannon Dallas and Bradley as Trustees [WIS Article dtd 2/7/08 attached]

Many family members of Mr Brown have expressed outrage that Mr Cannon appears to have escaped any consequences for taking $900,000 00 which did not belong to him It belonged to a New York Bank payable on Mr Brown's TIAA debt

The money Mr Cannon misappropriated was taken directly from the account of the James Brown 2000 Trust

We fail to see how the Attorney General's support of Forlando (William) Brown's attempts to reinstate Cannon, Dallas and Bradley as Trustees can help Mr Brown s Estate Plan

Issues Raised by Challenges to the Will and Trust and the Dallas and Bradley Appeal

Between November 30 and December 30, 2007 attempts by Dallas and Bradley to return as Trustees, with contests to the Will by Tommie Rae Hyme Brown and 5 of Mr Brown s 6 acknowledged children, raised numerous challenges

While the Dallas and Bradley appeal is pending there are many things to be done to position Mr Brown's Estate and Trust for a strong defense to these challenges The positions of the Attorney General and the PR/Trustees should be wholly aligned As stated above they include

1 **Defending the Estate Plan of James Brown against challenges,**
[At a minimum discovery can continue as to the validity of Mr Brown's Will dated August 1, 2000, the same day of the Trust]

2 **Defending against the Elective Share Claims,**
[There has been no suggestion that the "Heirs" determination cannot continue to trial The determination of whether Mr Brown had a Wife, and who are his children and other heirs, is important]

3 **Preventing the Return of former PR/Trustees Cannon, Dallas and Bradley**
[This critical project has simply moved from the Circuit Court to the Court of Appeals and, to a limited extent the Federal Court]

4 **Avoiding a fire sale of Mr Brown's valuable royalties, image and persona**
[We estimate it will take at least 2 3 years to defend and resolve the $45+ Million of bills and claims against the Estate including $900,000+ in attorneys' and accounting fees incurred by Dallas, Cannon and Bradley This work is critical to the implementation of Mr Brown's Estate Plan]

Mr Brown's Estate account today has only about $9 000 We are trying to hold on defend the Estate Plan and prevent an improvident sale of Mr Brown s valuable royalties, image and persona The Attorney General of South Carolina can be an important ally in our attempts to save most of Mr Brown's assets for the James Brown I Feel Good Trust and $2 Million Trust to educate certain of Mr Brown s grandchildren

****

For the sake of the children who will be the primary beneficiaries of Mr Brown's Estate Plan, and for the State of South Carolina the Attorney General of South Carolina should be taking positions that will effectively protect this valuable asset

Sincerely,

Robert L Buchanan Jr

Adele J Pope

AJP/RLB JR ats
Enclosures

June 15 — June 21, 2007

Hammond advises Board + Buchanan to agree to sale that will net the Estate/Trust $10+M

Acer[illegible] Hope

From [illegible]

Sent Thursday, [illegible] 2007 3:13 PM

To [illegible]

Cc Bowles, Robert J. Buchanan Jr.; Keith M. Babcock

Subject [illegible] Bond Deal and repudiation of Writer's Share [illegible]

It is not an income producing asset if it produces no income to provide debt [illegible] consistent with the purposes of the trust. When the royalties decline and go to interest first and the length of the bond payoff extends to 10 or more years I suppose you can explain to the beneficiaries of the trust who received no benefits for ten years or more or no benefits at all if there is a default that holding this indebted income stream for 10 or more years was not only reasonable but advantageous to carry out the intent and purposes of the trust to provide scholarships. The fact that no beneficiary received any benefit for 10+ years or the fiduciaries held a declining asset which otherwise went into default and never provided a benefit is in my opinion a breach of fiduciary duty by (1) imprudently holding this assets as an investment, when a prudent person would not and (2) failing to operate the trust in accord with its terms para 3 of Article VII cited below. No prudent fiduciary would hold a debt financed income producing asset in a charitable trust with no certain maturity date if there was any substantial risk of loss or uncertainty concerning the level of royalty receipts in the future, which were under the control of third parties and not even fixed in amount.

You and Bob seem to imply that doing the GT sale is self dealing by the fiduciaries since they have a claim under the October letter or under separate agreements with the deceased or related entities. You need to think about my comments in the paragraph above separate and distinct from their claims. If they have a valid claim it is a claim against the estate/entity and must be filed and proved like any other claim. It is not automatically payable from the proceeds of a new GT sale of this income stream. It will likewise be subject to court approval. Assuming they have valid claims they are payable from estate/entity assets whether you sell the writer's share or not. Think about this as fiduciaries. I refused to advise them as a lawyer for the estate and trust so my advice to you is likewise independent of their claims. Seek the opinion of a good corporate fiduciary you know and ask them would they hold this particular debt financed and uncertain income stream in a charitable trust if they could sell it today and net $10M+ and dispose of a $15M estate debt.

I am at home taking it easy after being in the hospital for the last five days. My heart works so efficiently that it extrudes 95% of the blood on each pump in a resting position rather than 60 70% for a normal person. The strength of my heart makes my body think my blood pressure is too high and my [illegible] sympathetic nervous system reduces my heart rate from 70 to 35. Unfortunately if I am standing up I pass out which occurred twice

and for the first time on Saturday and it sitting I got muscled I hurt my arm and hip on the falls but did not break anything This happened 8 miles and 5 in the ER on Saturday They say I am in the 1% of the population who has heart muscle 1/3rd larger than normal and this is hereditary and the same problem you hear on when an athlete dies of heart failure at practice The heart muscle actually contracts with such force in exertion that it obstructs the operation or the hearts valves I am just glad I was not driving to Aiken when it occurred or exercising

* My comments above are sincere and not copied to the PRs Best wishes Bill

Pope → Hammond
June 18, 2007

From Adele J Pope [mailto adele@popelawfirm com]
Sent Monday, June 18 2007 12 34 PM
To Bill Hammond, Brown I st / Robert L Buchanan Jr
Cc Keith M Babcock
Subject RE Disbursements from Bond Deal and repudiation of Writer s Share sale

Bill

* I am responding to your June 15 2007 email prior to checking with Bob but do not find in the Trust any requirement that the royalty assets now pledged to TIAA CREF be sold Paragraph (3) of Article VII says that my Trustee shall convert the assets of this Trust to income producing assets within such reasonable time most advantageous to carry out my intent and the purposes of this Trust [Paragraph (4) Dealing with self dealing and other prohibitions is another provision applicable to any proposed transaction]

It is my preliminary understanding subject to learning more that the royalty income is an income producing asset which is appropriate to hold within a charitable trust If that is not correct please let us know and we will take that into consideration

I am taking the liberty of faxing to you and Bob an article which we picked up called A Deal Until for the King This article raises some of the questions about whether a large and comprehensive deal is best for the investors I certainly do not endorse the article or its conclusions and am simply trying to learn how all of this works

Sincerely
Adele J Pope

Cc Robert L Buchanan Jr Esquire
Keith M Babcock Esquire

From Bill Hammond [mailto whamm@bellsouth net]
Sent Friday June 15 2007 1 17 PM
To Brown Est / Robert L Buchanan Jr
Cc adele@popelawfirm com Keith M Babcock
Subject Disbursements from Bond Deal and repudiation of Writer s Share sale

Adele and Bob You asked about the disbursement of the bond proceeds I sent you the list of disbursements of approximately $15M These are the disbursements made by Leon Credit in from their check to him at the bond closing All of the costs Pullman Lawyers etc were taken out before Leon received the net proceeds I am obtaining from Leon the disbursements made by the closing attorneys prior to his receipt of the net The Morgan Stanley account was in the name of JBI Inc and was controlled by JB I will send the pre $15M disbursements on the closing statement to you I soon as it is available If anyone wishes to chase rabbits I guess that is better than bothering me as with irrelevant matter before the court

I recall that at that closing there were some $6M+ in closing costs which had never been accounted for by JBI or JB amortized and deducted You will recall that Phil and I concluded that these previously undeducted costs and the NOL carry forward would directly offset the income from the sale of the writer s share and payoff of the bond as it relates to JBI Inc A close table deduction will offset some part of the gain at the estate level Therefore it is discouraging to hear that you object to your Uncle Phil s wish that the sale of the writer s share especially

Hammond aware of $6 Million not accounted for

when it appears it can be done with limited tax consequence provide much needed liquidity to the estate and force [illegible] in the October letter if any to be proven as a claim against the estate at a later time and without even allowing GF the opportunity to explore settlement with Pullman I have been representing fiduciaries both corporate and individual for over 25 years and this is not a prudent fiduciary course of action It is likewise inconsistent with the terms of the trust which requires a sale of all assets to immediately and no 5 10 years from now fund the education of grandchildren and descendant residents of GVSC Which the GC and Beyster to benefits from the education trust To wait in order to fund it is to their detriment If the October letter and claims thereunder are valid claims and contractual obligations they will be asserted whether the Wyles shares are sold or not I have advised the PR s to obtain separate counsel for any claim they may have if any under the October letter since I represent the estate and trust So your decision to hold this revenue stream which will decline over time and is under the control of third parties is a risky and imprudent fiduciary call I have the estate and children s interest in mind and do not understand your objection to maximizing the estate s value or taking the risk of its diminution over time I have no dog in this race except the beneficiaries of the trust and make these comments sincerely Bill

Note [illegible] this Stipulation filed + put on record on September 24, 2007

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	CASE NUMBER 2007-CP-02-0122
COUNTY OF AIKEN)	
)	STIPULATION
IN RE THE ESTATE OF)	
JAMES BROWN)	
a/k/a JAMES JOSEPH BROWN)	
)	

The parties by and through their undersigned counsel agree and stipulate as follows

1 The Decedent James Brown died on December 25 2006 On January 8 2007 an Application for Informal Probate of a Will (dated August 1 2000) and Informal Appointment of Personal Representatives was filed in the Probate Court of Aiken County regarding the Estate of James Brown (2007 ES-02 0056) (the Estate)

2 The Probate Court of Aiken County appointed Alfred A Bradley Albert H Dallas and David Cannon as Personal Representatives of the Estate

3 On March 7 2007 the Honorable Doyet A Early III appointed Robert L Buchanan Jr Esquire and Adele J Pope Esquire to serve without Bond as Special Administrators of the Estate

4 On August 10 2007, David Cannon resigned as a Co-Personal Representative of the Estate and as a Co Trustee for the James Brown Irrevocable Trust the James Brown I Feel Good Trust and the Brown Family Education Trust (the Trusts)

5 The remaining Personal Representatives and Trustees Alfred A Bradley and Albert H Dallas have worked and are continuing to work with the Special Administrators as required in Judge Early s Order in obtaining and inventorying the assets of the Estate and identifying any assets that are part

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
I Liz Godard, Clerk of Court of Common Pleas and General Sessions for Aiken County South Carolina do hereby certify that the foregoing constitutes a true and correct copy of the original document which has been filed in my office this

JUN 04 2008

Clerk of Court Aiken County SC

Deputy Clerk

PLAINTIFF'S EXHIBIT 3

6 To the extent the Trusts were properly created and are valid, the only assets belonging to the Trusts as of the date of death of James Brown were (a) all ownership interests in the residence of the deceased James Brown including all land of approximately 60 acres improvements and its fixtures located at 430 Douglas Road Beech Island South Carolina and (b) possibly the sum of fifty ($50) dollars No other assets had been properly transferred and accepted by the trustees as trust assets

7 James Brown Enterprises Inc is an asset of the Estate and not presently of the Trusts

8 The Special Administrators and remaining Co Trustees and remaining Co-Personal Representatives stipulate to all of the seven enumerated provisions above The other parties to this stipulation stipulate to all of the seven enumerated provisions above except said other parties do not stipulate to the validity of the Trusts or the transfer of any property to the Trusts

Dated __ day of September 2007

Adele Jeffords Pope
Law Office of Adele J Pope PC
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P O Drawer 7125
Columbia SC 29202 7125

Robert L Buchanan Jr
Buchanan Law Office PA
212 Newberry Street
Post Office Box 463
Aiken SC 29802
SPECIAL ADMINISTRATORS

9/24/07

Louis Levenson, Esquire
David M Yount Esquire
125 Broad Street, SW
Atlanta Georgia 30303
Counsel for Larry Brown, Daryl J Brown, individually and on behalf of his minor children Lindsey Delores Brown (age 16) and Janise [redacted] B[redacted] (age 11), Venisha Brown, Deanna Brown Thomas, individually and on behalf of her minor child, Jason Brown-Lewis (age 16), Yamima N Brown Lumar, individually and on behalf of her minor children Sydney L[redacted] (age 7) and Carrington L[redacted] (age 5) and Tonya Brown



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706 724 2661
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Counsel for Albert H Dallas and Alfred A Bradley, individually and as Co-Trustees of the Trusts and as Personal Representatives of the Estate

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Counsel for James B[redacted]

Stephen M Slotchiver Esq
Slotchiver & Slotchiver LLP
44 State Street
Charleston, SC 29401
Guardian for James B[redacted]

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF AIKEN	)	CASE NUMBER 2007 CP 02 0122
	)	
IN RE THE ESTATE OF JAMES BROWN a/k/a JAMES JOSEPH BROWN	)	AFFIDAVIT OF PHILLIP G FARR, CPA
	)	
	)	

Personally appeared before me Phillip G Farr CPA who first being duly sworn says

1 I am a resident of McDuffie County State of Georgia

2 I am over eighteen years of age

3 The information contained in this affidavit is based upon my personal knowledge

4 I am a Certified Public Accountant licensed in the state of Georgia

5 In my capacity as Certified Public Accountant I prepared and filed the attached tax returns for James Brown Enterprises Inc which are true and correct copies of those tax returns

6 The attached tax returns are kept in the ordinary course of my business as a Certified Public Accountant for my client James Brown Enterprises Inc

Phillip Farr

SWORN to before me this
27 day of September, 2007

(L S)
NOTARY PUBLIC FOR GEORGIA

My commission expires

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
I, Liz Godard, Clerk of Court of Common Pleas and General Sessions for Aiken County, do hereby certify that the foregoing constitutes a true and correct copy of the original document which is now of record in my office this

JUN 05 2008

Hammond -> Jones, Sonny & Evans
9/27/07

Attachments can contain viruses that may harm your computer Attachments may not display correctly

jb case

From Bill Hammond [whamm@bellsouth net] Sent Fri 11/30/2007 12 05 PM
To William F Hammond
Cc
Subject FW James Brown Estate
Attachments James Brown 9 24 07 ORDER pdf(2MB) Brown Trust pdf(2MB) James Brown s Will pdf(91 1KB) James BrownMemo Transfer of JBE doc(16KB) James Brown MemoPretermittedChild doc(61KB) James Brown s JBE Inc stock certificate pdf(83KB)

IRS CIRCULAR 30 DISCLOSURE Pursuant to United States Treasury Department Regulations the firm is now required to advise you that unless otherwise expressly indicated any federal tax advice contained in this communication including attachments and enclosures is not intended or written to be used and may not be used for the purpose of (i) avoiding tax related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any tax related matters addressed herein

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Sept 27, 2007

Hammond asserts Cannon's behavior a mistake

William F Hammond

Hull Towill Norman Barrett & Salley P C

P O Box 1564

Augusta GA 30903 1564

706 722 4481

From Bill Hammond [mailto whamm@bellsouth net]
Sent Thursday September 27, 2007 9 57 AM
To Brown Estate GA Atty Gen (GLewis@law GA gov)
Cc Brown Estate Sonny Jones SC Atty Gen
Subject James Brown Estate

Grace and Sonny I was hired by the Trustees of the James Brown Irrevocable Trust dated 8-1 2000 to give them tax advice and fiduciary direction I am licensed in C A only but have two SC tax lawyers in my firm and we handled the probate through

lawyers in our Aiken SC office Shortly after the probate the probate judge kicked the estate up to the Circuit Court, which then appointed special administrators ("SA's') to oversee the Personal Representatives based on a false affidavit filed by the children's' lawyer, Mr Louis Levenson The affiant reputed the facts in the affidavit he signed upon cross examination in an emergency hearing as being untrue Judge Early did nothing about the false affidavit prepared by Mr Levenson and recently said he planned to do nothing because Mr Levenson was an honorable man

The Personal Representatives (' PR s) did not object to their appointment, since they thought it would be nice to have some independent oversight However, the SA's were adversarial from day one When they discovered the estate may be worth $80 to $125 Million they have done everything in their power to discover wrongdoing by the PR's and have them removed When I told them they had no authority over the trust under the judge's initial Order, they had Mr Levenson file a Petition for Accounting and get them full access to the trust, which is the sole beneficiary of the estate They have refused to agree with the PR's on any decision and have exercised absolute veto over their decisions If the SA's desire to do X and the PR's and Co-Trustees do not agree, the SA's threaten them with removal by the Court The PR's and Co-trustees have become nothing more than puppets for the SA's and Judge Early, who understands little about fiduciary concerns and unbelievably is nothing more than the SA's rubber stamp Reading the most recent ORDER of 9-24-07 attached hereto is like nothing I have ever read, since there was no hearing, testimony, evidence, right to cross examination, findings of facts, but instead acceptance of the positions of the SA's, who are nothing more than agents for discovery in behalf of the litigants who desire by admission of Mr Levenson to bust the trust and replace the appointed fiduciaries with the children and SA s/ The PR's fee in SC is 5% of the FMV of the estate, and that may be $5,000,000 or more, plus the fees for operating a charitable foundation with $100 Million in assets would be gained by ousting those appointed The hatchet job on David Cannon based solely on facts supplied by the SA's, many of which are unfounded, so far has been a sight to behold When he resigned because of a mistake and offered to pay back the amount by which he had benefited, the other Trustees under the terms of the trust voted to replace him with me The SA's told them they would be removed if I became a co-trustee You may ask why they would object to me serving as a trustee appointed in accord with the terms of the trust It is because every opinion I have provided in this estate has been rejected by the SA's, not because those opinions are incorrect, but because they are inconsistent with the interests of the litigants- *(1)* Tomi Rae Hyme, claims a statutory elective share of 1/3rd of the probate, and I emphasize "Probate", estate as Mr Brown's spouse, but her problems are four fold- (1) she was married to another man in Nevada at the time she married James Brown in SC and the Nevada husband, unbeknownst to her, was married to another woman at the time of his marriage to Tomi Rae This fact pattern has been argued in another case and is pending

a decision by the SC Supreme Court any day now (2) If the Supreme Ct says her marriage to Mr Brown is void she could claim as a common law wife but she executed an agreement to waive any right she may have then or in the future to Mr Brown's property under the theory of a common law wife, and this agreement is recorded in the Circuit Court records of Aiken County Mr Rosen represented her in the preparation of the prenuptial agreement some years ago and today in her elective share claim along with Alan Medlin, the well respected estate and fiduciary professor of law at USC (3) Mr Brown created the Irrevocable Trust on August 1 2000 prior to his marriage to Tomie Rae Hynie, even if she is his wife, and the assets in the trust are not subject to her elective share claim, since they were not transferred after their marriage to defeat her elective share right at the time of the transfer and are not part of his probate estate and subject to such claim today So Tomi Rae Hynie hopes to have an elective share claim as a spouse, and if she is a spouse, then the claim will be worthless if all of Mr Brown s assets such as James Brown Enterprises, Inc (' JBE"), are owned by the trust (4) Even if JBE is owned by the trust and she is a spouse entitled to a 1/3rd share of his probate estate, she can argue the trust is not a valid trust and have it dissolved into the estate The problem is both the trust and the Will have an in terrorem clause and any attack on its validity which fails will result in the loss of all benefits This would not matter much to Tomi Rae but it would to Mr Brown s children and grandchildren If the trust is attacked, it will come from Tomi Rae by design, since the In Terrorem clause will have no impact on her elective share claim The sooner her elective share claim is disposed of, the more likely the trust busting claim will disappear *(ii)* Little James is the child of Tomi Rae Hynie born after her marriage to Mr Brown He has filed a pretermission claim under SC law, which is the same in almost every state, as a child born after the Will who was left out and entitled to an intestate share of the probate estate Please read my research memo attached hereto which concludes he has no statutory enforceable pretermission claim But assuming he does, he also wants all of the assets in the trust in the estate, since an intestate share would not include a share of trust assets He has refused to give a DNA sample Mr Brown treated him as his child because he never had parents, but privately told his lawyer and confidants that he was not his child *(iii)* Mr Brown's children would like for Tomi Rae to bust the trust and Will and get all of its assets in the estate, so they could get an intestate share They only received the pots and pans and furniture under the Will and trust Even if they cannot bust the trust they would like for all the fiduciaries appointed by Mr Brown to be thrown out so they can serve Alternatively, the SA's have already suggested to me a settlement with them where they get millions upon the sale of the estate and Levenson gets a contingent fee While counsel for the trust I told them no asset of the trust, other than his personal property, would pass to the children, since as a fiduciary I would breach my duty giving away trust assets to beneficiaries with no entitlement thereto Therefore, I had to go as a lawyer and I certainly could not be named as a Trustee I have been fired as the attorney for the trust and the co-trustees threatened with removal if I am appointed to replace Mr Cannon

The Order of 9-24-07 provides for the transfer of JBE to the estate, by the agreement of the litigants, who would all potentially gain financially by such ownership change You have a right to file an objection Your objection could be as follows (1) The Court has no jurisdiction to appoint SA's with continuing veto authority over the appointed fiduciary co-trustees This renders the fiduciary powerless to act and the trust beneficiaries unrepresented The Court likewise may not approve a transfer of trust assets to another entity, which has no legal interest therein, to the detriment of the trust's beneficiaries You have a right to intercede (cite state law) in behalf of the beneficiaries of a charitable trust to protect their interests (2) If the Court approves the transfer of the stock of JBE owned by the trust back to the estate on the motion of, or with the uncontested consent of the trust's appointed trustees and/or the SA's with fiduciary authority over the trust, the States of GA and SC will file actions for breach of fiduciary and seek recovery of any loss to the charitable scholarship trust which may subsequently result from such transfer, such as estate administrative or legal expenses settlements of claims, an elective share claim, a pretermission claim or other claims which could not have been asserted against this stock if owned by the trust (3) The law of the State of SC is clear on the issue of whether a valid transfer to a charity of stock has occurred The law is set forth in my research memo attached hereto The facts in this case are clear Mr Brown created the Irrevocable Trust in August 2000 He executed an Exhibit "A' thereto which clearly set forth his intent to transfer all of his stock in JBE to the trust (See Trust attached hereto- Exhibit "A") He signed a stock power authorizing his attorney, Albert H Dallas to transfer all of his JBE stock to the Trustees of the trust dated August 1, 2000 (See copy of signed power attached hereto) Mr Dallas prepared the new stock certificate to transfer all of Mr Brown's JBE stock into the name of the trust, put the trust s certificate in the corporate minute book and sent it to David Canon for signature by the appropriate corporate officers The certificates were never signed out of neglect Mr Brown did all he could do to perfect a transfer to the trust and the failure of corporate officers to sign the certificates does not result in a defective title transfer under state law In fact, the law provides the transfer was effective when evidenced by other documents of his intent, even if no new certificate in the donee's name was ever issued (4) The fact that tax returns filed for JBE after the date of the transfer to the trust state that James Brown is the owner of 100% of the stock of JBE for income tax purposes does not mean the stock is not owned under state law beneficially by the trustees of the trust for the exclusive interests of the charitable and education trusts' beneficiaries All property transferred by a grantor to a trust, where the grantor retains a discretionary right to a subsequent distribution from the principal or income or both from the trust, like the trust created by Mr Brown, is subject to the claims of Mr Brown's creditors under SC law If Mr Brown transfers property to an irrevocable trust but can go out and incur debt which can be claimed by his creditors from his irrevocable trust under state law, then the trust

is deemed to be revocable under the Internal Revenue Code ("IRC") A grantor trust under IRC 671-8 which is revocable is ignored for income tax purposes and the grantor is deemed for income tax purposes only to own all property in the trust This is the reason Mr Brown is shown as the owner of the JBE stock titled in the name of the trust on the corporate tax return The JBE stock owned by the trust is deemed owned by James Brown because the trust is a grantor trust for income tax purposes The SA's argument to confuse the ownership of stock for income tax purposes under the IRC and state law is at best disingenuous (5) The SA's should be removed from any authority over the trust since they are willing to commit a material breach of duty under SC trust law and allow charitable trust assets to inure to the benefit of private individuals for nonchantable purposes The loss of the tax exempt status of the I Feel Good trust due to the fiduciaries failure to preclude private inurement could result in the trust losing its tax exempt status and the estate losing its tax deduction This would result in millions in unnecessary estates taxes The States will pursue any loss as a result of any transfer approved by a fiduciary which results in the loss of the charity s tax exemption

I hope this and the attachments help you understand why you must object to the Court's ruling on ownership of JBE

Please give me call if I can help further in any way Bill Hammond

November 1, 2007

Grace Lewis → Hammond
and
Hammond → G Lewis
11/1/07

William F Hammond

From Bill Hammond [whamm@bellsouth net]
Sent Thursday April 24 2008 11 47 AM
To William F Hammond
Subject FW Disbursements from Bond Deal and repudiation of Writer's Share sale

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William F Hammond
Hull Towill Norman Barrett & Salley P C
P O Box 1564
Augusta GA 30903 1564
706 722 4481

From Grace Lewis [mailto glewis@law ga gov]
Sent Thursday, November 01 2007 11 42 AM
To Bill Hammond
Subject RE Disbursements from Bond Deal and repudiation of Writer s Share sale

November 1, 2007

Thank you

From Bill Hammond [mailto whamm@bellsouth net]
Sent Thursday, November 01 2007 9 45 AM
To Grace Lewis
Subject FW Disbursements from Bond Deal and repudiation of Writer s Share sale

Grace FYI The letter agreement with GT dated prior to the date of Mr Brown's death would have sold the writer's royalty share of James Brown LLC, netted the estate and trust before tax more than $$25-30M and paid off all the Bond debt, but Adele repudiated it as a contract This e mail is a response to her arguments that it should not be honored primarily because amounts were payable to David Cannon and Buddy Dallas under its terms This is the primary reason we have no cash in the estate or the trust today Bill

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706 722 4481

"Oct 18 Letter"

June 21, 2007 Hammond urges GT deal, with payments to Cannon, Dallas, (Bradley)*, GT, Copsidas

From Bill Hammond [mailto whamm@bellsouth net]
Sent Thursday June 21 2007 3 13 PM
To adele@popelawfirm com
Cc Brown Est / Robert L Buchanan Jr (rlbuchananjr@bellsouth net) Keith M Babcock
Subject RE Disbursements from Bond Deal and repudiation of Writer s Share sale

It is not an income producing asset if it produces no income to provide benefits consistent with the purposes of the trust When the royalties decline and go to interest first and the length of the bond payoff extends to 10 or more years I suppose you can explain to the beneficiaries of the trust who received no benefits for ten years or more, or no benefits at all if there is a default, that holding this indebted income stream for 10 or more years was not only reasonable but advantageous to carry out the intent and purposes of the trust- to provide scholarships The fact that no beneficiary received any benefit for 10+ years, or the fiduciaries held a declining asset which otherwise went into default and never provided a benefit is in my opinion a breach of fiduciary duty by (1) imprudently holding this assets as an investment, when a prudent person would not, and (2) failing to operate the trust in accord with its terms- para 3 of Article VII cited below No prudent fiduciary would hold a debt financed income producing asset in a charitable trust with no certain maturity date, if there was any substantial risk of loss or uncertainty concerning the level of royalty receipts in the future which were under the control of third parties and not even fixed in amount

You and Bob seem to imply that doing the GT sale is self dealing by the fiduciaries, since they have a claim under the October letter or under separate agreements with the deceased or related entities You need to think about my comments in the paragraph above separate and distinct from their claims If they have a valid claim it is a claim against the estate/entity and must be filed and proved like any other claim It is not automatically payable from the proceeds of a new GT sale of this income stream It will likewise be subject to court approval Assuming they have valid claims they are payable from estate/entity assets whether you sell the writer s share or not Think about this as fiduciaries I refused to advise them as a lawyer for the estate and trust so my advice to

* Cannon, Dallas, Bradley was not

you is likewise independent of their claims Seek the opinion of a good corporate fiduciary you know and ask them would they hold this particular debt financed and uncertain income stream in a charitable trust, if they could sell it today and net $10M+ and dispose of a $15M estate debt

I am at home taking it easy after being in the hospital for the last five days My heart works so efficiently that it extrudes 95% of the blood on each pump in a resting position rather than 60-70% for a normal person The strength of my heart makes my body think my blood pressure is too high and my parasympathetic nervous system reduces my heart rate from 70 to 35 Unfortunately, if I am standing up I pass out, which occurred twice and for the first time on Saturday and if sitting I get nauseated I hurt my arm and hip on the falls, but did not break anything This happened 8 times and 5 in the ER on Saturday They say I am in the 1% of the population who has heart muscle 1/3rd larger than normal and this is hereditary and the same problem you hear of when an athlete dies of heart failure at practice The heart muscle actually contracts with such force in exertion that it obstructs the operation of the hearts valves I am just glad I was not driving to Aiken when it occurred or exercising

My comments above are sincere and not copied to the PRs Best wishes Bill

---

From Adele J Pope [mailto adele@popelawfirm com]
Sent Monday June 18 2007 12 34 PM
To Bill Hammond Brown Est / Robert L Buchanan Jr
Cc Keith M Babcock
Subject RE Disbursements from Bond Deal and repudiation of Writer s Share sale

Bill

I am responding to your June 15 2007 email prior to checking with Bob but do not find in the Trust any requirement that the royalty assets now pledged to TIAA CREF be sold Paragraph (3) of Article VII says that my Trustee shall convert the assets of this Trust to income producing assets within such reasonable time most advantageous to carry out my intent and the purposes of this Trust [Paragraph (4) Dealing with self dealing and other prohibitions is another provision applicable to any proposed transaction]

It is my preliminary understanding subject to learning more that the royalty income is an income producing asset which is appropriate to hold within a charitable trust If that is not correct please let us know and we will take that into consideration

I am taking the liberty of faxing to you and Bob an article which we picked up called A Deal Unfit for the King This article raises some of the questions about whether a large and comprehensive deal is best for the investors I certainly do not endorse the article or its conclusions and am simply trying to learn how all of this works

Sincerely
Adele J Pope

Cc Robert L Buchanan Jr Esquire
Keith M Babcock Esquire

From Bill Hammond [mailto whammm@bellsouth net]
Sent Friday June 15 2007 1 17 PM

To Brown Est / Robert L Buchanan Jr
Cc adele@popelawfirm com Keith M Babcock
Subject Disbursements from Bond Deal and repudiation of Writer s Share sale

Adele and Bob You asked about the disbursement of the bond proceeds I sent you the list of disbursements of approximately $15M These are the disbursements made by Leon Friedman from a net check to him at the bond closing All of the costs Pullman lawyers etc were taken out before Leon received the net proceeds I am obtaining from Leon the disbursements made by the closing attorneys prior to his receipt of the net The Morgan Stanley account was in the name of JBE Inc and was controlled by JB I will send the pre $15M disbursements on the closing statement to you as soon as it is available If litigants wish to chase rabbits I guess that is better than bothering us with relevant matters before the court

I recall Phil stating there were some $6M+ in closing costs which had never been accounted for by JBE or JB amortized and deducted You will recall that Phil and I concluded these previously undeducted costs and the NOL carry forward would largely offset the gain from the sale of the writer s share and payoff of the bond as it relates to JBE Inc A charitable deduction would offset some part of the gain at the estate level Therefore it is discouraging to hear that you object to going forward with the sale of the writer s share, especially when it appears it can be done with a limited tax consequence provide much needed liquidity to the estate and force any contract claims in the October letter if any to be proven as a claim against the estate at a later time and without even allowing GT the opportunity to explore settlement with Pullman I have been representing fiduciaries both corporate and individual for over 25 years and this is not a prudent fiduciary course of action It is likewise inconsistent with the terms of the trust which requires a sale of all assets to immediately and not 5 10 years from now fund the education of grandchildren and deserving residents of GAVSC When the GC reach age 35 they receive no benefits from the education trust so waiting to fund it is to their detriment If the October letter and claims there under are valid claims and contractual obligation they will be asserted whether the Writer s share is sold or not I have advised the PR s to obtain separate counsel for any claim they may have if any under the October letter since I represent the estate and trust So your decision to hold this revenue stream which will decline over time and is under the control of third parties is a risky and imprudent fiduciary call I have the estate and children s interest in mind and do not understand your objection to maximizing the estate s value or taking the risk of its diminution over time I have no dog in this race except the beneficiaries of the trust and make these comments sincerely Bill

Adele J Pope

From Alvin Calvin themachinegroup@yahoo com]
Sent Friday November 30 2007 11 52 AM
To adele@popelawfirm com
Subject FYI Fwd Fw JB Project

November 26, 2007

Email 11/26/07
Cox - Heflin
"JB Project"
Senior Assistant Attorney General reported to be selecting Trustee to work with Cox, Cannon Bradley Dallas, Forlando (William) Brown

Marnon Heflin <mheflin@nevissecurities com> wrote

To themachinegroup@yahoo com
Subject Fw JB Project
From Marnon Heflin <mheflin@nevissecurities com>
Date Tue 27 Nov 2007 20 48 01 +0000

Sony for the delay Terry s e-mail is below mine
-Original Message-- - -
To Terry Bradford Cox
Sent Nov 26 2007 6 01 PM
Subject Re JB Project

Thanks for the update Am I still your guy or are you engaging other players to perform my role? I only ask so that I am prepared to deliver to include involved in the due diligence

- ----Original Message----
From Terry Bradford Cox, PhD
To Marnon Heflin
ReplyTo Terry Bradford Cox
Sent Nov 26 2007 1 25 PM
Subject RE JB Project

Marnon
It is tough to say anything when this deal changes every 3 hours I am not being facetious In short Buddy Dallas resign as the trustee last Tuesday with the caveat that the court would look to me going forward I then was asked to present my ideas in the judges chambers I am suppose to have a meeting with the new trustees this week that is if they stay the trustees I had a conversation with the Senior Assistant Attorney General of South Carolina this morning He is preparing a motion to have them removed and told me that he would select a trustee for me to work with I am to have a meeting with him and the AG from GA by next Monday

Everything has been so mercurial it has been difficult to put anything on paper I believe when things start to happen we will have to be in a position to move very quickly with due diligence and funding We may have to do e erything within 90 days

copied and held by various computers through which they pass Individuals not p rticipating in our communication could intercept them You have consented to receive communications from the firm via e mail If you should change your mind, please advise the firm immediately

William F Hammond
Hull, Towill, Norman, Barrett & Salley, P C
P O Box 1564
Augusta, GA 30903-1564
706-722-4481

Hammond

From Grace Lewis [mailto glewis@law ga gov]
Sent Tuesday, November 27, 2007 5 22 PM
To Bill Hammond
Subject RE Trust

Will you sign an affidavit to this effect?

EMAIL Nov 27, 2007 →
S Jones, SC Atty Gen
and Grace Lewis *

From Bill Hammond [mailto whamm@bellsouth net]
Sent Tuesday, November 27, 2007 5 19 PM
To Grace Lewis
Cc Brown Estate Sonny Jones SC Atty Gen
Subject FW Trust

Interesting e-mail below to my clients FYI I am attempting to get the resolution where they appointed me as trustee from Stan I will e-mail it to you when I get it Bill

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William F Hammond
Hull Towill Norman Barrett & Salley P C

November 27, 2007

* Hammond and Jones, with Grace Lewis, trying to find Hammond's purported appointment as trustee

William F Hammond

From Bill Hammond [whamm@bellsouth net]
Sent Thursday April 24 2008 11 44 AM
To William F Hammond
Subject FW FW State Law Issues Brown Estate Research

email
Hammond → Sonny Jones
November 27, 2007

James Brown
Matter

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Hull Towill Norman Barrett & Salley P C
P O Box 1564
Augusta GA 30903-1564
706-722-4481

Bill Hammond working on "Adele's" resignation with Mr Jones. Hammond's "appointment" not known to parties or Court.

- Original Message-----
From Sonny Jones [mailto:ACSJONES@augusta.state.ga.us]
Sent Tuesday November 27 2007 5 53 PM
To Bill Hammond
Subject Re FW State Law Issues- Brown Estate Research

Your time is appreciated See the attached letter I sent to the court for an extension

We will still need your affidavit so please continue to work on it Per my conversation w/ Adele today she declined to resign so we are arming to proceed we will talk in detail as things develop

The game was not that good but it still looks like a W from here

>>> Bill Hammond <whamm@bellsouth net> 11/27/2007 5 39 05 pm >>>
I sent these to the SA s since I realized they were not printed out and included in my file which I was ordered to turn over to the SA s under the order of August 10th 2007 they called and immediately attempted to get me to renounce my opinion on the ownership of JBE Inc and I stood my ground They were very aggressive and argumentative when they called I told them I could not change the facts and the law applicable to those facts in GC was clear to me Bill

PS Sonny I am never wrong even though only by 3 points and 3 seconds [illegible]

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William F Hammond

Hull Towill Norman Barrett & Salley P C

P O Box 1564

[illegible]

706 722-9481

From Bill Hammond [mailto whamm@bellsouth net]
Sent Monday August 13 2007 1 47 AM
To adele@popelawfirm com
Cc Brown Est / Robert L Buchanan Jr (rlbuchananjr@bellsouth net)
Subject State law Issues- Brown Estate Research

[illegible]

--- Scanned by M Guardian Messaging Firewall

JONES DEC 6,07 email to Buchanan/ Pope

Adele J Pope

From	Sonny Jones [AGSJONES@ag state sc us]
Sent	Thursday December 06 2007 4 04 PM
To	rlbuchananjr@bellsouth net adele@popelawfirm com
Cc	Bob Cook
Subject	James Brown Matter
Attachments	James Brown Legacy initial offer 10 12 07___ doc

James Brown
Legacy initial off

I like each of you have been contacted by Dr Cr and Ieby Byron re t th purchase (see attached 10/12/07 letter) of the first Estate for $10 million plu the gross profit from the company to be formed I like each of you have very litt time left to devote to the intellectual property issue However I do not want to be the referenced as the one who at on an offer of 100 million and lost it Therefor please advise s to the following (and more if you have further thought)

1 Is it that we do not have time to deal w/ this new ind if d we n o to consult w/ me m who h th e pertise

I have he r i the last s months that th sh will fall and the offer will go wa, if we do not accept it now your thoughts Also who else is out there that can make in offer if at all

3 Are there some self serving interest w/ some of the local players in this that is ou ing thi push

4 I was given loc hat in Atlanta as a person to call to get i feel if these current offer will in fact decrease in the near future your thoughts on that contact

I would apprec ate your thoughts and your indulgence but I would like to discuss now rather than e plain later on

Please advise Thanks

PS When can we talk about the interesting information you recently discovered in the boxe from Keith Babcock

Mr Jones advised of
"October 18 Letter"
And percentages claimed by
Dallas, Bradley, Cannon,
Copsidas, Greenberg Traurig
+ others [See Filings
for details]

The James Brown Legacy, Inc
(name pending)
28 East Andrews Dr
Suite K
Atlanta, GA 30305

October 12, 2007

Mr Buddy Dallas
Judge Alford Bradley
The Irrevocable Trusts of James Brown, dated 8-1-00
The Brown Family Educational Trust
The James Brown "I Feel Good" Trust

Dear Mr Dallas and Judge Bradley

We are pleased to present this initial presentation of a corporation to be formed, after approval, named "The James Brown Legacy Inc " (hereinafter 'JBL") and letter of intent to begin due diligence involved with the James Brown Trust Estate (Trust Estate) with the objective of a purchase of the Trust Estate in its entirety, image, songbook, etc of James Brown We make this presentation as an initial introduction of our intent and with the understanding that any final agreement will be subject to formal documentation and acceptance and approval by the Trust Estate and the Court

It is our belief that the legacy of James Brown and his noble wishes as setout in the trust documents will be best served by maximizing the value of the non performing assets of the Trust Estate and transferring the items to a group interested in not only paying a fair price but also interested in continuing the altruism of Mr Brown It is our belief that the Trust Estate will have peak value by keeping the items grouped together and selling them as a unit instead of breaking up the items and liquidating them piecemeal As you surely know, merely selling the items individually will do nothing to perpetuate the good works of James Brown

Our organization's mission will be to develop a Strategic Plan and infrastructure that will build and promote the legacy of James Brown We intend to work and partner with government agencies and educational institutions to turn James Brown's home into an experiential setting commiserate with the stated intentions of the I Feel Good Trust We also envision plans that would include the establishment of the James Brown Museum The purpose of this museum will be to tell the story of how James Brown persevered against all odds a true "Horatio Alger" story We will also work and partner with other interested parties within the Strategic Plan to maximize the brand equity and performance of the idle assets over time We believe that this approach coupled with the right structured sales agreement will provide the most value for all interested parties

Our intent is to make a formal offer to the Estate of James Brown and the Irrevocable Trust of James Brown dated 8-1 00 and must meet several criteria and approval by certain specific parties Our intent is to purchase the assets, in their entirety, of the trust estate to include the writer's share of the music the songbook all intellectual property, real estate-personal property such as costumes etc , Mr Brown's image and persona individually and as an entertainer to include all indicia stage names such as Godfather of soul', The hardest working man in show business', etc

Our intent is to make a formal offer, as of the date of this letter, for the above referenced property, for a payment of $100 million US dollars plus Five percent (5%) of the gross profits of the company to be formed, JBL, to be portioned to the I Feel Good' Trust over a determined period of time as legacy royalties Our formal offer shall provide earnest money in the amount of $100 000 00 to be paid into the Estate/Trust as directed during the initial 90 day period which will begin upon approval of the formal offer by the Court In order to maximize the value of the Trust Assets we also anticipate the Trust granting JBL contingent exclusive rights to maximize Trust Assets during the 90 day period, the contingency being our eventual closing on the transaction During this period JBL will have all of the rights and privileges to determine marketability of assets and enter into arrangements to secure cash infusions Further inasmuch as the closing of the purchase if approved by the parties and the Court, will be as of the date of this letter and all income or receipts of the Trust will be part of the assets that we will be purchasing the $100,000 00 earnest money may be paid into the Estate/Trust from any source during that 90 day period

We envision that, upon tentative approval of the formalized offer by the Court, we will begin a brief period of due diligence

By the end of the first 90 days following tentative approval, if JBL s due diligence warrants proceeding further, JBL will make a payment of $5 million to be credited toward the purchase price at the closing That payment will begin an additional 90 day period in which the parties have to finalize and close the transaction Provided all the conditions set forth in the formal offer are met, the closing will occur on or before the 90th day following the $5 million dollar payment Principals of our group have already been in contact with John H Tiller Esq of Haynsworth Sinkler Boyd P A , who has tentatively agreed to be the closing attorney should the Court approve our formal offer

At the final closing, the remaining balance of the $100 million offer shall be paid We anticipate that the Gross Profits Agreement will be executed at that time as well

As you will certainly understand this letter of intent is subject to due diligence by us and our agents We anticipate certain contingencies to be in the formal offer, including a completed inventory and appraisal of all items in the Trust, assurance of control of assets, assurance of full rights to publicity reasonable financing if necessary no limitations or conditions that would inhibit the implementation of the JBL Strategic Plan to develop the James Brown Legacy and no impediments to creating performing assets over time

We understand and appreciate that this letter of intent and any formal offer shall be subject to evaluation and approval of both the Special Administrators and the final approval of the Court

December 14, 2007

William F Hammond

From	Bill Hammond [whamm@bellsouth net]
Sent	Thursday April 24 2008 11 44 AM
To	William F Hammond
Subject	FW Brown Conflict of Interest

Hammond email to Jones
Jones to Hammond



Brown SCAG
Objection to Prs Tr

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William F Hammond
Hull Towill Norman Barrett & Salley P C
P O Box 1564
Augusta GA 30903-1564
706-722-4481

Mr Jones and Mr Hammond working on "Brown Conflict of Interest"

--O gina Message ----
From Sonny Jones [mailto AGSJONES@ag state ga us]
Sent Friday December 14 2007 5 57 PM
To Bill Hammond
Subject RE Brown C nflict f Int rest

I thought I had already sent you a copy However one is attached

Have a good one and tell Robert hello for me

>>> Bill Hammond <whamm@bellsouth net 12/14/2007 5 47 pm >>
Did you file today? If yes will you e mail me a copy to read? Have a nice weekend and I will let you know what Tucker has to say when I hear from him He did not respond to my e mail and could be out of town for all I know Bill

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nange your mind pl ... advise the f... immediately

William F Hammond
Hull Towill Norman Barrett & Salley P C
P O Box 1564
Augusta GA 30903-1561
706-722-4481

-----Original Message-----
From Sonny Jones [mailto AGSJONES@ag state sc us]
Sent Friday December 14 2007 5 39 PM
To Bill Hammond
Subject RE Brown Conflict of Interest

No but we could still use him

>>> Bill Hammond <whamm@bellsouth net> 12 11 2007 5 27 03 pm >>>
Did you ever hear from Tucker???????

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change your mind please advise the firm immedi...tely

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P O Box 1564
Augusta GA 30903-1564
706-722-4481

---- Original Message----
From Sonny Jones [mailto AGSJONES@ag state sc us]
Sent Friday December 14 2007 8 59 AM
To Bill Hammond
Subject Re Brown Conflict of Interest

I have not heard back from him any thoughts

>>> Bill Hammond <whamm@bellsouth net> 12/13/2007 4 04 pm >>>
Sonny I just spoke with my partner- Bill Tucker in Aiken and he reminded me that the
SA s advised us that the PR s should resign since they had a conflict serving as both the
PR and Trustee He liked my affidavit Call Tucker at our Aiken Offic... if you ... lesire
He may give you an affidavit Bill

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William F. Hammond

Hull, Towill, Norman, Barrett & Salley, P.C.

P.O. Box 1564

Augusta, GA 30903-1564

706-722-4481

From: Sonny Jones [mailto:AES[illegible]]
Sent: Thursday, December 13, 2007 3:12 PM
To: Bob Cook; Robb McBurney; Tommy Windsor
Cc: Lisa Lomas; Roland Corning; Thresechia Navarro
Subject: FW: Mitchell Report

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Legal battles could tie up James Brown s estate for years

Posted Feb 7 2008 0 15 PM
Updated Feb 12 2008 11 05 AM

AUGUSTA GA (WIS) Thursday a judge refused to remove an attorney representing most of James Brown s children in the case surrounding Brown s estate

One of Brown s grandchildren Forlando Brown accused the lawyer of forging his signature and failing to report mementos taken from James Brown s home A judge dismissed those claims in court

That lawyer is just one of many problems Forlando has with this case

He may have lost one battle but he s not stopping there Forlando is still pushing for other attorneys to be dismissed in federal court

The 21 year old grandson of legendary singer James Brown is taking on two prominent South Carolina attorneys in federal court and questioning the actions of the judge in a case that could decide how tens of millions of dollars is spent and who it goes to Forlando says I believe in the end you can t beat a James Brown You can t beat a man that s got good intentions you just can t do that

In the trust agreement Brown left the bulk of his assets not to his children but to his grandchildren s education which includes Forlando

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Conga ee d own ng victim s fr end I d d everything I could

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But James Brown didn t stop there Brown created the I Feel Good Trust as part of his legacy It says Brown wanted his money to be used to educate poor kids in institutions located in South Carolina and Georgia

In a tape WIS News 10 obtained that sources say James Brown recorded in 1999 Brown seems to verify that is how he wanted his money to be spent Let me say this though my intentions are not to just go to black kids This goes to poor children We re not going to limit no color We ve had enough of that already

Brown s children are disputing the trust so Forlando is fighting his own family

But he s not alone The attorneys general from South Carolina and Georgia have entered the fight They represent the interest of the state which in this case means the poor kids

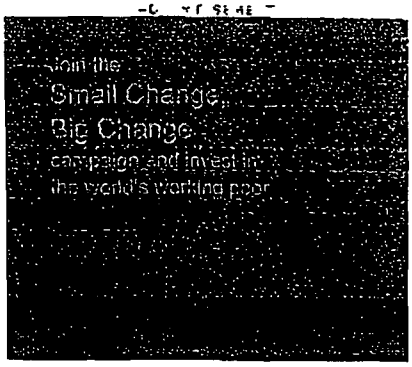
Attorney General Henry McMaster says What the state is saying is that money should go to needy children through the trust for education

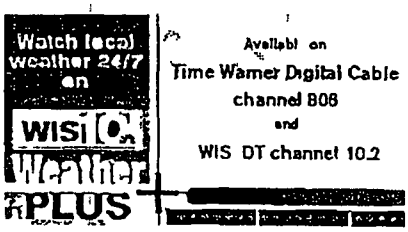
It s something Brown s children dispute They feel his hand was forced to create the trust by men who used to work for him

Saying that will and trust document that they were made through undo influence that they should be thrown out and that all the assets should go to them under statutes in South Carolina explain McMaste

Those assets contain his 60 acre Beech Island home and even more importantly rights to James Brown s image and his music All together the estimated worth is more than $100 million

So the children McMaster says the needy children stand to gain





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WIS TV Feb 7, 2008

Forlando (William) Brown, seeks return of Cannon, Dallas & Bradley as Trustees

Asserts Pope and Buchanan should be removed

lot

But instead of trying to educate poor kids Forlando s worried two attorneys appointed by the judge to watch over the Godfather s legacy do not have his true intentions in mind

In the motion Forlando filed in federal court he claims the trustees were illegally appointed He says one Adele Pope is long time friend of the judge The motion also claims the trustees new role gave them access to funds to pay their own legal fees

Forlando is pushing for the trustees to be removed There are a lot of interesting actions taking place here on the parts of the courts

One of the issues according to McMaster is that the attorneys hand picked by the judge to serve as trustees are currently representing both the poor kids trust and the families interests which according to a motion filed by McMaster s office goes far past the stop sign of conflict of interest

McMaster says They have to represent one or the other or we have to get new people

The motion goes on to say the new trustees had no authority to petition the court to use potential trust funds in order to pay their attorne/s fees

The motion asks the judge to put a halt on any movement of James Brown s money

Sources tell WIS News 10 the appointed trustees bills totaled around $400 000 at the end of November

There are a lot of people involved in this who have needs We all have needs says Forlando Overwhelmingly some of those needs run contradictory to the needs of James Brown

With appeals McMaster expects this battle could go on for years That means attorney fees could potentially whittle away money that could be used to educate poor kids

McMaster says There is a concern some could be whittled away but we think there is so much money involved because his name is so big and the rights to his image really a valuable thing We re trying to look at this in the long term

The young Mr Brown is more optimistic You could say he feels good that the proceedings will wrap up quickly We are a people short in stature strong willed strong minded If I have any of him in me this battle we re in right now should go quite easy It should flow right on

WIS News 10 attempted to speak to the court appointed trustees Robert Buchanan and Adele Pope but our phone calls were not returned

Previous story

James Brown His final wishes

Reported by Kara Gormley

Posted by Chantelle Janelle

AG states we are representing "both the poor kids trust and the families'[sic] interesst, which motion filed by Ms Masters office' goes far past the stop sign of conflict of interest"

March 7, 08 Hearing

M.R JONES

IT DOESN T ADDRESS THE ATTORNEY GENERAL S OFFICE AND WE THINK YOUR HONOR THAT PROCEEDING FORWARD TO GIVE FINALITY TO THE S A NOW P R TRUSTEES WHO ARE WORKING VERY HARD IN OUR OFFICE AND THFY VE COOPERATED WITH OUR OFFICE TO WORK BUT THEY COME BEFORE YOU TODAY SAYING WE WANT SOME FINALITY ON THIS WE WANT TO MAKE SURE THAT WE HAVE THE AUTHORITY AND ON THE ISSUE OF THE SPECIAL TRUSTEE I AGREE WITH THEM I HAVE REVIEWED THE LAW AND I HAVE REVIEWED WITH EXPERTS THE ISSUES OF CONFLICT CAN BE ADDRESSED SPECIFICALLY AT TIMES BUT WHEN YOU COME DOWN TO THE JURISDICTION FOR THEM PROCEEDING IT S A MAJOR CLOUD ON AUTHORITY FOR THEM TO PROCEED I OFFER THAT TO THE COURT FOR YOU TODAY AND I CONCLUDE BY SAYING THAT THE P R TRUSTEES -- THE TRUSTEE REPLACEMENT - THAT'S WHAT WE RE CONCERNED ABOUT THE TRUSTEE REPLACEMENT - YOU HAVE TO FOLLOW THE PROCEDURE

NOW YOUR HONOR IT CAME TO MY ATTENTION LAST NIGHT AND I HAVE ONLY HAD A CHANCE TO TALK WITH A COUPLE OF COUNSEL HERE TODAY ABOUT IT SO IT S A SURPRISE TO ME AND I AM NOT HERE TO PUT A SURPRISE ON YOUR HONOR AND WE GOT TO FOLLOW UP ON THIS BUT IT'S MY UNDERSTANDING THAT WITH THE RESIGNATION OF MR CANNON THAT ANOTHER TRUSTEE WAS ELECTED BY MR BRADLEY AND MR DALLAS AND IF IN FACT YOUR HONOR WE HAVE NOT SEEN THE PAPERWORK ON THAT IF IN FACT THAT IS TRUE AND PROPER PROCEDURE WAS

MARCH 7, 2008
Jones / cross Pope

MOVES AWAY OR IS NO LONGER IN OFFICE THAT THE REMAINING TRUSTEES APPOINT THE REPLACEMENT?

A I'M SORRY?

Q IF A TRUSTEE RESIGNS AND THERE ARE TRUSTEES IN OFFICE WHO REPLACES A TRUSTEE THAT LEFT?

A THE REMAINING TRUSTEES

Q SO IN FACT IF THESE TWO TRUSTEES WHEN I SAY THESE TWO BRADLEY AND DALLAS RESIGNED AND THERE WAS A TRUSTEE IN OFFICE ONE TRUSTEE WHOSE WOULD IT BE CORRECT THE RESPONSIBILITY OF THE REMAINING TRUSTEE TO APPOINT THE TWO ADDITIONAL TRUSTEES PER ARTICLE 13 OF THE TRUST?

A MR JONES IF THERE WAS A THIRD TRUSTEE THEN WE HAD SIMPLY NOT BEEN TOLD THE TRUTH FOR MONTHS AND MONTHS AND MONTHS I MEAN IT S INCONCEIVABLE

Q I AM JUST ASKING THE QUESTION IF THERE IS ONE TRUSTEE

THE COURT WELL MR JONES WHO WOULD THAT ONE TRUSTEE HAVE BEEN?

MR JONES YOUR HONOR I JUST INFORMED THE COURT A FEW MINUTES AGO THAT MY INFORMATION LAST EVENING THERE IS A TRUSTEE MR HAMMOND I HAVE NOT SEEN THE PAPERWORK ON IT

THE COURT WELL YOU KNOW THAT WOULD SHOCK EVERYBODY IN THIS COURTROOM IF MR HAMMOND HAD BEEN NAMED

AND THAT AT ALL OF THE HEARINGS WE VE HAD MR HAMMOND HAS BEEN IN THIS COURTROOM MR DALLAS HAS TESTIFIED AND MR BRADLEY HAS TESTIFIED, AND IF THEY VE NOT MADE THAT REPRESENTATION TO THE COURT I WILL BE VERY TROUBLED ABOUT IT

MR JONES YES SIR I

THE COURT IT WILL BE SHOCKING

MR JONES IT CAME TO MY ATTENTION LAST NIGHT YOUR HONOR AND I WAS TRYING TO FIND OUT THE UNDERSTANDING OF MRS POPE IF IN FACT THAT IS TRUE FROM DOCUMENTATION THAT WE'RE GOING TO GET A HOLD OF AND PROVIDE TO THE COURT

IF IN FACT THERE IS ONE TRUSTEE AFTER THESE TWO RESIGNED WHAT DOES THE DOCUMENT SAY AS FAR AS THE REPLACEMENT OF THE TWO REMAINING POSITIONS?

Pope

THE WITNESS WELL I THINK MR JONES THE DOCUMENT SPEAKS FOR ITSELF BUT UNDER NO CIRCUMSTANCES WOULD I THINK MR HAMMOND SHOULD HAVE ANYTHING TO SAY ABOUT THIS TRUST

Jones

Q YOU MENTIONED THAT YOU HAD IS IT CORRECT THAT YOU MENTIONED THAT YOU VE HAD SOME DOUBTS ABOUT THE TESTIMONY OF MR BRADLEY AND MR DALLAS?

A ABSOLUTELY

Q IS IT ALSO CORRECT

A THEY HAVE BEEN REPEATEDLY UNTRUTHFUL TO ME

COMMITTEE?

A THERE WAS A CONVERSATION

Q IT WAS A CONVERSATION WITH THEM?

A IT WAS A CONVERSATION WITH THEM BUT I ALSO UNDERSTAND THAT YOU KNOW THERE WAS A THOUSAND OF OTHER QUESTIONS ON THE TABLE AND ON THE DESK SO IT WAS IN PASSING CONVERSATION AS WE TALKED ABOUT IT

Q WAS THE DID YOU HAVE ANY ADDITIONAL CONVERSATIONS WITH THE P R CURRENT P R TRUSTEES CONCERNING THE ADVISORY COMMITTEE MEMBERS?

A I REALLY DON T RECALL ANY THAT S NOT TO SAY THAT THERE WASN T

Q MOVING ON MR DALLAS AS TO A MATTER OF INTEREST TO EVERYONE HERE IS THE INFORMATION THAT CAME TO OUR ATTENTION CONCERNING A POSSIBLE TRUSTEE APPOINTMENT -- ANOTHER ONE TO YOUR KNOWLEDGE OUTSIDE OF YOU AND MR CANNON AND MR BRADLEY HAS THERE EVER BEEN ANOTHER IN THE LAST YEAR ANOTHER TRUSTEE APPOINTED FOR THE JAMES BROWN TRUST?

A THERE WAS

Q AND WHEN WAS THAT?

A SHORTLY AFTER OR AT THE TIME OF MR CANNON S RESIGNATION MR BILL HAMMOND WAS NAMED TRUSTEE

Q COULD YOU PLEASE DESCRIBE FOR THE RECORD

THE COURT ALL RIGHT HOLD ON A SECOND WHEN WAS

March 7, 2008

Jones/Dallas

THAT ORDER THAT WE -- MR CANNON RESIGNED? IS THAT THE SAME ORDER THAT BILL HAMMOND WAS RELIEVED OF ALL DUTIES AND HAD NOTHING ELSE TO DO?

MR LEVENSON IT WAS AUGUST 10 YOUR HONOR

THE COURT ANYBODY GOT A COPY OF IT?

MR ROSEN I GOT IT

THE COURT MOVE ALONG MR JONES

Q MR DALLAS AS THE AUGUST 10 ORDER IS THE FOCAL POINT AT WHAT TIME DID THE MEETING OCCUR TO APPOINT MR HAMMOND BEFORE OR AFTER THAT AUGUST 10 ORDER?

A IT WAS BEFORE IT WAS LATE JULY

Q AND WHAT NECESSITATED IN YOUR MIND THE NEED FOR THAT MEETING?

A WELL IF MY READING OF THE TRUST IS CORRECT I MEAN THERE MUST BE THREE TRUSTEES ACCORDING TO MY UNDERSTANDING THE TRUST WAS NOT THEN AND IS NOT NOW A PARTY TO ANY ACTION

THE COURT WAIT A MINUTE YOU APPOINTED HIM WHEN JULY OF 07?

THE WITNESS I WANT TO SAY YOUR HONOR JULY 26 OR 28 IN THAT TIMEFRAME

THE COURT WAS CANNON NOT STILL STILL A TRUSTEE AT THAT TIME?

THE WITNESS THAT WAS THE TIMEFRAME WITHIN WHICH HE RESIGNED

THE COURT ALL RIGHT MR DALLAS WHEN IN YOUR BEST OPINION DID YOU ELECT MR BILL - WHAT'S HIS NAME? HAMMOND?

THE WITNESS BILL HAMMOND

THE COURT HAMMOND AS TRUSTEE?

THE WITNESS LATTER PART OF JULY YOUR HONOR

THE COURT MR CANNON DIDN T RESIGN UNTIL AUGUST 10 07 DID HE?

THE WITNESS UNDER YOUR

THE COURT I AM LOOKING AT THE COURT ORDER WHERE HE CAME IN HERE AND SUBMITTED HIS RESIGNATION AS P R AND TRUSTEE HOW DID YOU DO THIS BEFORE HE RESIGNED?

THE WITNESS YOUR HONOR HE SUBMITTED A WRITTEN RESIGNATION ON OR ABOUT JULY 26 TO THE 28 I'LL STAND CORRECTED BY ANY DOCUMENT AND MR HAMMOND WAS ELECTED

THE COURT ALL RIGHT MR LEVENSON YOU WANT TO GO FIRST?

MR LEVENSON PLEASE

CROSS EXAMINATION

BY MR LEVENSON

Q MR DALLAS ARE WE UNDERSTANDING THAT DOCUMENTS LET S FIRST UNDERSTAND WHAT DOCUMENTS EXIST AND THEN WE LL FIGURE OUT WHERE THEY ARE ON THIS PLANET IS THERE A DOCUMENT WHEREIN MR HAMMOND IS APPOINTED A TRUSTEE

A THERE IS

March 7 2008

Levenson/Dallas

Q AND THAT DOCUMENT EXISTS AS IN PRESENTLY EXISTS?
A THERE IS
Q OKAY NOW TELL ME WHO THE SIGNATORIES ARE TO THAT DOCUMENT?
A MR CANNON MR BRADLEY MYSELF
THE COURT I THOUGHT MR CANNON HAD RESIGNED ACCORDING TO YOU
THE WITNESS WELL HE WOULD HAVE BEEN RESIGNING BUT THERE WAS A RESIGNATION BY MR CANNON AND AN ELECTION OF MR HAMMOND
THE COURT WELL WHY IS IT THAT YOU HAVE NEVER TOLD ANYBODY INVOLVED IN THIS LITIGATION INCLUDING ME OF THIS REVELATION? TRIED TO HIDE IT?
THE WITNESS NO SIR
THE COURT WHY HAVEN T YOU TOLD US?
THE WITNESS WELL IT WAS MY UNDERSTANDING THAT THE TRUST WAS NOT A PARTY TO THIS PROCEEDING WAS NEVER
THE COURT MR DALLAS DON T PLAY GAMES WITH ME
THE WITNESS NO SIR I M NOT -
THE COURT YOU HAVE BEEN -
THE WITNESS I AM NOT TRYING TO YOUR HONOR
THE COURT YOU HAVE BEEN IN THESE PROCEEDINGS FROM DAY ONE WHY HAVEN T YOU TOLD OR INFORMED THE COURT THAT Y ALL TOOK THIS ACTION OTHER THAN THE TRUST WAS NOT A PARTY TO THE LITIGATION? YOU MADE MOTIONS TO RECONSIDER

August 31 2007 - Motion of Dallas and Bradley as Trustees and Personal Representatives to declare JBE, Inc Asset of Estate Pope and Buchanan did not join in motion

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF AIKEN	)	CASE NUMBER 2007- CP 02 0122
IN RE THE ESTATE OF JAMES BROWN a/k/a JAMES JOSEPH BROWN	)	MOTION TO DECLARE JAMES BROWN ENTERPRISES, INC AN ASSET OF THE ESTATE AND NOT OF THE IRREVOCABLE TRUST OF JAMES BROWN

TO ALL COUNSEL AND INTERESTED PARTIES ON THE ATTACHED SERVICE LIST

YOU WILL PLEASE TAKE NOTICE THAT at the hearing to be held before the Honorable Doyet A Early III at the Aiken County Courthouse located at 109 Park Avenue Aiken South Carolina 29801 at 9 30 a m on Monday September 21 2007 or as soon thereafter as they may be heard the Personal Representatives move for an Order declaring James Brown Enterprises Inc to be an asset of the Estate of James Brown and for a basis thereof show the following

1 The James Brown Irrevocable Trust (The Trust) was executed by James Brown on August 1st, 2000 The attached Schedule A stated that initial funding for the Trust was $50, James Brown's primary residence at 430 Douglas Dr Beech Island South Carolina, and recited that James Brown transferred All ownership interest(s) in James Brown Enterprises Inc

2 The transfer of James Brown Enterprises Inc to the James Brown Irrevocable Trust was never fulfilled The stock certificate of James Brown Enterprises Inc to the Trust was never executed to transfer the stock into the trust as is shown by exhibit B attached hereto The stock register also showed James Brown as the sole owner (see Exhibit C)

2189 Filed 8 31 2007

3 After the James Brown Irrevocable Trust was established in 2000, tax returns of James Brown Enterprises, Inc. were executed for 2000, 2001, 2002, 2003, 2004 and 2005, and filed in which James Brown individually, and not the James Brown Irrevocable Trust was listed as 100% owner of James Brown Enterprises, Inc. (see Exhibit D, the only pertinent portions of the tax returns). The Personal Representatives maintain that the highest evidence of tax returns filed under penalty of perjury, showing James Brown was the sole owner of James Brown Enterprises, and not the Trust, because of certain other evidence that is not known to the Trust, documents and other documents showing James Brown as the sole owner of James Brown Enterprises, Inc. the Personal Representatives seek a declaration of this Court declaring that James Brown Enterprises, Inc. is an asset of the Estate of James Brown and not presently an asset of the Trust.

6 According to the Will of James Brown, assets other than tangible personal property, after certain specific payments, are to be distributed to the Trust and fund the "Heebie Jeebies" and the Brown Family Education Trust.

WHEREFORE, the undersigned move this Court for an Order declaring that presently James Brown Enterprises, Inc. is not an asset of the Estate of James Brown.

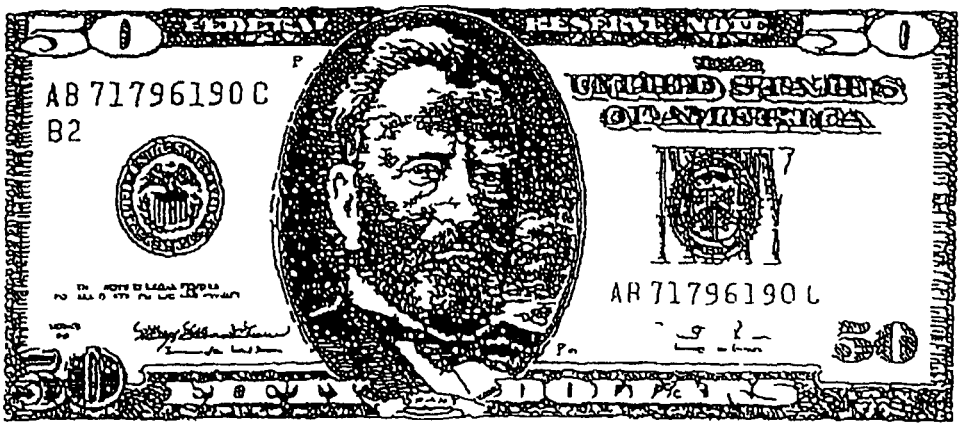
April 3rd, 2007
Aiken, South Carolina

Stanley G. Jackson (12077)
1830 Walton Way
Augusta, Georgia 30904
(706) 724-2661
Attorney for Albert H. Scarborough and Alfred A. Bradley, Personal Representatives of the Estate of James Brown and Trustees of the James Brown Irrevocable Trust

This fax was received by GFI FAXmaker fax server. For more information visit: http://www.gfi.com

SCHEDULE "A"

Initial Funding

1) 

2) All ownership interest(s) in James Brown Enterprises, Inc

3) All ownership interest(s) in my primary residence, including all land and improvements located 430 Douglas Drive, Beech Island, SC 29841 together with such other acreage and property within the vicinity (See Attached Real Estate Description)

4) All ownership interest(s) in

James Brown, Grantor

Alford A. Bradley Trustee

Albert H. Dallas Trustee

David G. Cannon, Trustee



NUMBER

SHARES

INCORPORATED UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA

James Bros. Enterprises, Inc.

The Corporation is authorized to issue 100,000 Shares — Par Value $1 Each

This Certifies that Brown & Trustees of Irrevocable Trust Agreement dated 00 is the owner of

FIVE HUNDRED (500)

fully paid and non-assessable Shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed

In Witness Whereof the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation

Dated March 1 2002

EXCELSIOR LEGAL INC | O BOX 680 | NORCROSS GA 30091

Exh B

PASTE CANCELLED CERTIFICATE IN THIS SPACE

CANCELLATION OF STAMPS

1 ma k stamps with t els d y month a d year make ... parallel ... ns le gthwise th u stamp at time of aff ... g ... mo ... ol b ... to d l ceo as to p e e l ... cody dc ... le m ... al o ... of t denom al o ... nd ge v e ells

2193

1 FOR 500 SHARES

ISSUED TO

James Brown

Beech Island, SC

December 6, 19 91

RECEIVED CERTIFICATE NO. 1 FOR 500 SHARES

THIS 6th DAY OF December, 19 91

[signature]

This Details For Superseded Certificate

NEW CERTIFICATE DATE	NUMBER OF SHARES TRANSFERRED	NUMBER OF NEW CERTIFICATES

19

DATE	NUMBER OF ORIGINAL SHARES	NUMBER OF SHARES TRANSFERRED

	NAME OF STOCKHOLDER	PLACE OF RESIDENCE	TIME BECAME OWNER	CERTIFICATES ISSUED		FROM WHOM SHARES WERE TRANSFERRED (IF NO ISSUE ENTER AS SUCH)
				CERTIF NOS	NO SHARES	
A						
	bROWN James	Beech Island SC	12/6/97	1	500	ORIGINAL ISSUE
B						
C						
D						
E						
F						

Form **2848** (Rev. December 1997)
Department of the Treasury
Internal Revenue Service

Power of Attorney and Declaration of Representative

► See the separate instructions.

OMB No. 1545-0150

For IRS Use Only
Received by:
Name
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Date /

Part I Power of Attorney (Please type or print.)

1 Taxpayer information (Taxpayer(s) must sign and date this form on page 2, line 9.)

Taxpayer name(s) and address	Social security number(s)	Employer identification number
JAMES BROWN ENTERPRISES INC POST OFFICE BOX 691 BARNWELL SOUTH CAROLINA 29812		57 0929939
	Daytime telephone number 803-259 1600	Plan number (if appl

hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

2 Representative(s) (Representative(s) must sign and date this form on page 2, Part II.)

Name and address	CAF No. / Telephone No. / Fax No. / Check if new: Address / Telephone No.
PHILLIP G FARR C P A 104 COBB STREET THOMSON GEORGIA 30824	CAF No. 6500-30351R Telephone No. 706-595-2520 Fax No. 706-595-6070
Name and address	CAF No. Telephone No. Fax No. Check if new: Address / Telephone No.
Name and address	CAF No. Telephone No. Fax No. Check if new: Address / Telephone No.

to represent the taxpayer(s) before the Internal Revenue Service for the following tax matters:

3 Tax matters

Type of Tax (Income, Employment, Excise, etc.)	Tax Form Number (1040, 941, 720, etc.)	Year(s) or Period(s)
INCOME TAX	FORM 1120	1999

4 Specific uses not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. (See instruction for Line 4–Specific uses not recorded on CAF.) ►

5 Acts authorized. The representatives are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The authority does not include the power to receive refund checks (see line 6 below), the power to substitute another representative unless specifically added below, or the power to sign certain returns (see instruction for Line 5–Acts authorized).

List any specific additions or deletions to the acts otherwise authorized in the power of attorney: ATTORNEY-IN-FACT IS HEREBY AUTHORIZED TO SIGN ALL RETURNS CONSENTS, AND DOCUMENTS WITH RESPECT TO THE TAX MATTERS DESCRIBED IN LINE 3

Note: In general, an unenrolled preparer of tax returns cannot sign any document for a taxpayer. See Revenue Procedure 81-38, printed as Pub. for more information.

Note: The tax matters partner of a partnership is not permitted to authorize representatives to perform certain acts. See the instructions for more information.

6 Receipt of refund checks. If you want to authorize [illegible] to receive BUT NOT TO ENDORSE OR CASH refund checks, initial here [illegible] and list the name of that representative below.

Name of person authorized to receive refund check(s) ►

7 Notices and Communications — Notices and other written communications will be sent to the first representative listed in line 2

a If you also want the second representative listed to receive such notices and communications check this box ▶ ☒

b If you do not want any notices or communications sent to your representative, check this box ▶ ☐

8 Retention/Revocation of Prior Power(s) of Attorney —The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same tax matters and years or periods covered by this document If you do not want to revoke a prior power of attorney check here ▶ ☒
YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT

9 Signature of Taxpayer(s) —If a tax matter concerns a joint return both husband and wife must sign if joint representation is requested otherwise see the instructions If signed by a corporate officer partner guardian tax matters partner/person executor receiver administrator or trustee on behalf of the taxpayer I certify that I have the authority to execute this form on behalf of the taxpayer

▶ IF THIS POWER OF ATTORNEY IS NOT SIGNED AND DATED IT WILL BE RETURNED

JAMES BROWN ENTERPRISES, INC

Signature Date Chairman of Board
Title (if applicable)

Jame BROWN
Print Name

Signature Date Title (if applicable)

Print Name

Part II Declaration of Representative

Under penalties of perjury I declare that

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service
- I am aware of regulations contained in Treasury Department Circular No 230 (31 CFR Part 10) as amended concerning the practice of attorneys certified public accountants enrolled agents enrolled actuaries and others
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified there and
- I am one of the following
  - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below
  - b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below
  - c Enrolled Agent—enrolled as an agent under the requirements of Treasury Department Circular No 230
  - d Officer—a bona fide officer of the taxpayer organization
  - e Full Time Employee—a full time employee of the taxpayer
  - f Family Member—a member of the taxpayer's immediate family (i e spouse parent child brother or sister)
  - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U S C 1242 (the authority to practice before the Service is limited by section 10 3(d)(1) of Treasury Department Circular No 230)
  - h Unenrolled Return Preparer—an unenrolled return preparer under section 10 7(a)(7) of Treasury Department Circular No 230

▶ If this declaration of representative is not signed and dated, the power of attorney will be returned

Designation —Insert (above letter (a–h))	Jurisdiction (state) or Enrollment Card No	Signature	Date
b	Georgia		9/1/94

N (5210)

Form 1120

Department of the Treasury
Internal Revenue Service

U S Corporation Income Tax Return

For calendar year 2000 or tax year beginning 01 01 2000 ending 12 31 20 00

▶ Instructions are separate. See instructions for Paperwork Reduction Act Notice

OMB No 15 50123

2000

A Check if a
1 Consolidated return (attach Form 851)
2 Personal holding co (attach Sch PH)
3 Personal service corp (as defined in Temp Regs sec 1 441 4T see instr)

Use IRS label. Otherwise print or type.

Name: JAMES BROWN ENTERPRISES INC
Number, street, and room or suite no: P O BOX 691
City or town, state, and ZIP code: BARNWELL SC 29812

B Employer identification no: 57 0929939

C Date incorporated: 04-01-1951

D Total assets (see instructions): $ 16 506 207

E Check applicable boxes: (1) Initial return (2) Final return (3) Change of address

INCOM-	1a	Gross receipts/sales: 4 538 829	b Less returns and allowances	c Bal ▶	1c: 4 538 829
	2	Cost of goods sold (Schedule A line 8)			2
	3	Gross profit. Subtract line 2 from line 1c			3: 1 538 829
	4	Dividends (Schedule C line 19)			4
	5	Interest			5: 71 542
	6	Gross rents			6
	7	Gross royalties			7: 58 618
	8	Capital gain net income (attach Schedule D (Form 1120))			8
	9	Net gain or (loss) from Form 4797, Part II, line 18 (attach Form 4797)			9
	10	Other income (see instructions—attach schedule)			10
	11	Total income. Add lines 1c through 10		▶	11: 4 668 989
DEDUCTIONS (See instructions for limitations on deductions.)	12	Compensation of officers (Schedule E line 4)			12: 1 000 000
	13	Salaries and wages (less employment credits)			13: 420 642
	14	Repairs and maintenance			14: 179 081
	15	Bad debts			15
	16	Rents			16: 85 879
	17	Taxes and licenses			17: 139 220
	18	Interest			18: 34
	19	Charitable contributions (see instructions for 10% limitation)			19
	20	Depreciation (attach Form 4562)	20: 105 269		
	21	Less depreciation claimed on Schedule A and elsewhere on return	21a		21b: 105 269
	22	Depletion			22
	23	Advertising			23: 164 435
	24	Pension, profit-sharing, etc. plans			24
	25	Employee benefit programs			25
	26	Other deductions (attach schedule)			26: 3 976 349
	27	Total deductions. Add lines 12 through 26		▶	27: 6 070 909
	28	Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11			28: 1 401 920
	29	Less: a Net operating loss (NOL) deduction (see instructions)	29a		
		b Special deductions (Schedule C line 20)	29b		29c
TAX AND PAYMENTS	30	Taxable income. Subtract line 29c from line 28			30: 1 401 920
	31	Total tax (Schedule J line 11)			31
	32	Payments: a 1999 overpayment credited to 2000	32a		
		b 2000 estimated tax payments	32b		
		c 2000 refund applied for on Form 4466	32c ( )	d Bal ▶	32d
		e Tax deposited with Form 7004			32e
		f Credit for tax paid on undistributed capital gains (attach Form 2439)			32f
		g Credit for Federal tax on fuels (attach Form 4136). See instructions			32h
	33	Estimated tax penalty (see instructions). Check if Form 2220 is attached		▶ ☐	33
	34	Tax due. If line 32h is smaller than the total of lines 31 and 33, enter amount owed			34
	35	Overpayment. If line 32h is larger than the total of lines 31 and 33, enter amount overpaid			35
	36	Enter amount of line 35 you want: Credited to 2001 estimated tax ▶		Refunded ▶	36

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer — Date — Title

Paid Preparer's Use Only

Preparer's signature — Date — Check if self-employed ▶ ☐ — Preparer's SSN or PTIN

Firm's name (or yours if self-employed) and address — EIN — ZIP code

104 COMD STP 2197

W-[521C]

Form 1120 (2000) Page 2

Schedule A Cost of Goods Sold (See instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach schedule)	4	
5	Other costs (attach schedule)	5	
6	Total. Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on line 2, page 1	8	

9a Check all methods used for valuing closing inventory

(i) [X] Cost as described in Regulations section 1.471-3

(ii) [ ] Lower of cost or market as described in Regulations section 1.471-4

(iii) [ ] Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ [ ]

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ [ ]

d If LIFO was elected for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? [ ] Yes [X] No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation [ ] Yes [X] No

Schedule C Dividends and Special Deductions (See instructions)

		(a) Dividends received	(b) %	(c) Special deductions (a) x (b)
1	Dividends from less than 20%-owned domestic corporations that are subject to the 70% deduction (other than debt-financed stock)		70	
2	Dividends from 20%-or more-owned domestic corporations that are subject to the 80% deduction (other than debt-financed stock)		80	
3	Dividends on debt-financed stock of domestic and foreign corps. (see sec. 246A)		see instructions	
4	Dividends on certain preferred stock of less than 20%-owned public utilities		42	
5	Dividends on certain preferred stock of 20%-or more-owned public utilities		48	
6	Dividends from less than 20%-owned foreign corporations and certain FSCs that are subject to the 70% deduction		70	
7	Dividends from 20%-or more-owned foreign corporations and certain FSCs that are subject to the 80% deduction		80	
8	Dividends from wholly owned foreign subs. that are subject to 100% deduction (section 245(b))		100	
9	Total. Add lines 1 through 8. See instructions for limitation			
10	Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958		100	
11	Dividends from certain FSCs that are subject to 100% deduction (section 245(c)(1))		100	
12	Dividends from affiliated group members subject to 100% ded. (section 243(a)(3))		100	
13	Other dividends from foreign corporations not included on lines 3, 6, 7, 8, or 11			
14	Income from controlled foreign corps. under subpart F (attach Form(s) 5471)			
15	Foreign dividend gross-up (section 78)			
16	IC-DISC & former DISC dividends not included on lines 1, 2, or 3 (sections 246(d))			
17	Other dividends			
18	Deduction for dividends paid on certain preferred stock of public utilities			
19	Total dividends. Add lines 1 through 17. Enter here and on line 4, page 1 ▶			
20	Total special deductions. Add lines 9, 10, 11, 12, and 18. Enter here and on line 29b, page 1 ▶			

Schedule E Compensation of Officers (See instructions for line 12, page 1)

Note: Complete Schedule E only if total receipts (line 1a plus lines 4 through 10 on page 1, Form 1120) are $500,000 or more.

	(a) Name of officer	(b) Social security number	(c) Percent of time devoted to business	(d) Percent of corporation stock owned: Common	(e) Preferred	(f) Amount of compensation
1	JAMES BROWN	999 99 9801	100%	100%	%	1 000 000
			%	%	%	
			%	%	%	
			%	%	%	
2	Total compensation of officers					1 000 000
3	Compensation of officers claimed on Schedule A and elsewhere on return					

Form 1120 — 2001

For calendar year 2001 or tax year beginning 01 0 2001 ending 12 3 20 01

► Instructions are separate. See Instructions for Paperwork Reduction Act Notic

A Check if a	Use IRS label. Other wise print or type. Name: JAMES BROWN ENTERPRISES IN P O BOX 691 BARNWELL SC 29812	B Employer identification no: 57-1329S-9 C Date incorporated: 04 01 1991 D Total assets (see instructions): $ 15,116,077

1 Consolidated return (attach Form 851) ☐
2 Personal holding co (attach Sch PH) ☐
3 Personal service corp (see instructions) ☐
4 Schedule M-3 required ☐

E Check applic boxes: (1) Initial return (2) Final return (3) Name change (4) Address change

INCOME	1a	Gross receipts/sales: 3,180,248	b Less returns & allowances	c Bal ► 1c: 3,180,248
	2	Cost of goods sold (Schedule A line 8)		2
	3	Gross profit. Subtract line 2 from line 1c		3: 3,180,248
	4	Dividends (Schedule C line 19)		4
	5	Interest		5: 96,271
	6	Gross rents		6
	7	Gross royalties		7: 156,667
	8	Capital gain net income (attach Schedule D (Form 1120))		8
	9	Net gain or (loss) from Form 4797, Part II, line 18 (attach Form 4797)		9
	10	Other income (see instructions — attach schedule)		10
	11	Total income. Add lines 3 through 10	►	11: 3,433,186
DEDUCTIONS (See instructions for limitations)	12	Compensation of officers (Schedule E line 4)		12: 300,000
	13	Salaries and wages (less employment credits)		13: 393,518
	14	Repairs and maintenance		14: 87,297
	15	Bad debts		15
	16	Rents		16: 66,358
	17	Taxes and licenses		17: 42,126
	18	Interest		18: 21,587
	19	Charitable contributions (see instructions for 10% limitation)		19
	20	Depreciation (attach Form 4562)	20: 171,490	
	21	Less depreciation claimed on Schedule A and elsewhere on return	21a	21b: 171,490
	22	Depletion		22
	23	Advertising		23: 36,576
	24	Pension, profit sharing, etc. plans		24
	25	Employee benefit programs		25
	26	Other deductions (attach schedule)		26: 4,096,594
	27	Total deductions. Add lines 12 through 26	►	27: 5,215,546
	28	Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11		28: -1,782,360
	29	Less: a Net operating loss (NOL) deduction (see instructions)	29a	
		b Special deductions (Schedule C line 20)	29b	29c
	30	Taxable income. Subtract line 29c from line 28		30: -1,782,360
TAX AND PAYMENTS	31	Total tax (Schedule J line 11)		31
	32	Payments: a 2000 overpayment credited to 2001	32a	
		b 2001 estimated tax payments	32b	
		c Less 2001 refund applied for on Form 4466	32c ( )	d Bal ► 32d
		e Tax deposited with Form 7004		32e
		f Credit for tax paid on undistributed capital gains (attach Form 2439)		32f
		g Credit for Federal tax on fuels (attach Form 4136). See instructions		32h
	33	Estimated tax penalty (see instructions). Check if Form 2220 is attached ► ☐		33
	34	Tax due. If line 32h is smaller than the total of lines 31 and 33, enter amount owed		34
	35	Overpayment. If line 32h is larger than the total of lines 31 and 33, enter amount overpaid		35
	36	Enter amount of line 35 you want: Credited to 2002 estimated tax ► Refunded ►		36

Sign Here: Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer: [signature] Date: 9-16-02 Title: — — May the IRS discuss this return with the preparer shown below (see instructions)? ☐ Yes ☒ No

Paid Preparer's use Only

Preparer's signature: [signature] CPA	Date: 09 16 2002	Check if self employed ☐	Preparer SSN or PTIN: 260 74 6322
Firm's name (or yours if self-employed) and address: PHILLIP G [illegible] PC, 104 COBB CIRCLE, THOMSON, [illegible]		EIN: 58 1598677	Phone no: 706 [illegible]

Form 1120 (20

Schedule A Cost of Goods Sold (See instructions)

1	Inventory at beginning of year	1
2	Purchases	2
3	Cost of labor	3
4	Additional section 263A costs (attach schedule)	4
5	Other costs (attach schedule)	5
6	Total. Add lines 1 through 5	6
7	Inventory at end of year	7
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on line 2, page 1	8

9a Check all methods used for valuing closing inventory

(i) [X] Cost as described in Regulations section 1.471-3

(ii) [ ] Lower of cost or market as described in Regulations section 1.471-4

(iii) [ ] Other (Specify method used and attach explanation) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ [ ]

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ [ ]

d If LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? [ ] Yes [X] No

f Was there any change in determining quantities, cost, or valuation between opening and closing inventory? If "Yes," attach explanation [ ] Yes [X] No

Schedule C Dividends and Special Deductions (See instructions)

		(a) Dividends received	(b) %	(c) Special deductions (a) × (b)
1	Dividends from less than 20% owned domestic corporations that are subject to the 70% deduction (other than debt-financed stock)		70	
2	Dividends from 20%-or more-owned domestic corporations that are subject to the 80% deduction (other than debt-financed stock)		80	
3	Dividends on debt-financed stock of domestic and foreign corporations (section 246A)		see instructions	
4	Dividends on certain preferred stock of less than 20% owned public utilities		42	
5	Dividends on certain preferred stock of 20% or more owned public utilities		18	
6	Dividends from less than 20%-owned foreign corporations and certain FSCs that are subject to the 70% deduction		70	
7	Dividends from 20%-or-more-owned foreign corporations and certain FSCs that are subject to the 80% deduction		80	
8	Dividends from wholly owned foreign subsidiaries subject to 100% deduction (section 245(b))		100	
9	Total. Add lines 1 through 8. See instructions for limitation			
10	Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958		100	
11	Dividends from certain FSCs that are subject to 100% deduction (section 245(c)(1))		100	
12	Dividends from affiliated group members subject to 100% deduction (section 243(a)(3))		100	
13	Other dividends from foreign corporations not included on lines 3, 6, 7, 8, or 11			
14	Income from controlled foreign corporations under subpart F (attach Form(s) 5471)			
15	Foreign dividend gross-up (section 78)			
16	IC-DISC & former DISC dividends not included on lines 1, 2, or 3 (section 246(d))			
17	Other dividends			
18	Deduction for dividends paid on certain preferred stock of public utilities			
19	Total dividends. Add lines 1 through 17. Enter here and on line 4, page 1 ▶			
20	Total special deductions. Add lines 9, 10, 11, 12, and 18. Enter here and on line 29b, page 1 ▶			

Schedule E Compensation of Officers (See instructions for line 12, page 1)

Note: Complete Schedule E only if total receipts (line 1a plus lines 4 through 10 on page 1, Form 1120) are $500,000 or more.

	(a) Name of officer	(b) Social security number	(c) Percent of time devoted to business	Percent of corporation stock owned (d) Common	Percent of corporation stock owned (e) Preferred	(f) Amount of compensation
1	JAMES BROWN	259 32 3803	100%	100%	%	300 000
			%	%	%	
			%	%	%	
			%	%	%	
			%	%	%	
2	Total compensation of officers					100 000
3	Compensation of officers claimed on Form 1125-A or elsewhere on return					
4	Subtract line 3 from line 2. Enter the result here and on line 12, page 1					100 000

Form 2848 (Rev January 2002)
Department of the Treasury Internal Revenue Service

Power of Attorney and Declaration of Representative

➤ See the separate instructions

OMB No 545 0150

For IRS Use Only
Received by
Name
Telephone
Function
Date / /

Part I Power of Attorney (Type or print)

1 Taxpayer information Taxpayer(s) must sign and date this form on page 2 line 9

Taxpayer name(s) and address	Social security number(s)	Employer identification number
JAMES BROWN ENTERPRISES INC POST OFFICE BOX 691 BARNWELL, SC 29812		57-0929919
	Daytime telephone number 803 259-1600	Plan number (if applicable)

hereby appoint(s) the following representative(s) as attorney(s) in fact

2 Representative(s) must sign and date this form on page 2 Part II

Name and address	CAF No / Telephone No / Fax No / Check if new Address / Telephone No
PHILLIP G PARR CPA 104 COBB STREET THOMSON, GA 30824	CAF No 6500 30351R Telephone No 706 595 7520 Fax No 706-595-6070 Check if new Address ☐ Telephone No ☐
DAVID G CANNON P O BOX 691 THOMSON, GEORGIA 30824	CAF No Telephone No 803-259-1600 Fax No 803-259-0358 Check if new Address ☐ Telephone No ☐
Name and address	CAF No Telephone No Fax No Check if new Address ☐ Telephone No ☐

to represent the taxpayer(s) before the Internal Revenue Service for the following tax matters

3 Tax matters

Type of Tax (Income Employment Excise etc) or Civil Penalty (See the instructions for line 3)	Tax Form Number (1040 941 720 etc)	Year(s) or Period(s)
Corporate Income Tax	1120	2002
Corporate Income Tax	1120	2003
Corporate Income Tax	1120	2004

4 Specific use not recorded on Centralized Authorization File (CAF) If the power of attorney is for a specific use not recorded on CAF check this box See the instructions for Line 4 Specific uses not recorded on CAF ➤ ☐

5 Acts authorized The representatives are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described on line 3 for example the authority to sign any agreements consents or other documents The authority does not include the power to receive refund checks (see line 6 below) the power to substitute another representative the authority to execute a request for a tax return or a consent to disclose tax information unless specifically added below or the power to sign certain returns See the instructions for Line 5 Acts authorized

List any specific additions or deletions to the acts otherwise authorized in this power of attorney ATTORNEY-IN-FACT IS HEREBY AUTHORIZED TO SIGN ALL RETURNS CONSENTS AND DOCUMENTS WITH RESPECT TO THE TAX MATTERS DESCRIBED IN LINE 3

Note In general an unenrolled preparer of tax returns cannot sign any document for a taxpayer See Revenue Procedure 81 38 printed as Pub 470 for more information

Note The tax matters partner of a partnership is not permitted to authorize representatives to perform certain acts see the instructions for more information

6 Receipt of refund checks If [illegible] TO ENDORSE OR CASH [illegible]

Name of representative to receive refund check(s) ➤

For Paperwork Reduction Act Notice see page 2 Part II Cat No 2201

7 Notices and Communications — Notices and other written communications will be sent to the first representative listed in line 2

a If you want the second representative listed to receive such notices and communications check this box ▶ ☐

b If you do not want any notices or communications sent to your representative check this box ▶ ☐

8 Retention/Revocation of Prior Power(s) of Attorney — The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same tax matters and years or periods covered by this document If you do not want to revoke a prior power of attorney check here ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT

9 Signature of Taxpayer(s) — If a tax matter concerns a joint return both husband and wife must sign if joint representation is requested otherwise see the instructions If signed by a corporate officer partner guardian tax matters partner/person executor receiver administrator or trustee on behalf of the taxpayer I certify that I have the authority to execute this form on behalf of the taxpayer

▶ If this power of attorney is not signed it will be returned

JAMES BROWN ENTERPRISES INC

Signature

09/15/2003

Date

PRESIDENT

Title (if applicable)

JAMES BROWN

Print Name

Signature

Date

Title (if applicable)

Print Name

Part II Declaration of Representative

Under penalties of perjury I declare that

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service
- I am aware of regulations contained in Treasury Department Circular No 230 (31 CFR Part 10), as amended concerning the practice of attorneys certified public accountants enrolled agents enrolled actuaries and others
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified there and
- I am one of the following

a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below

b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below

c Enrolled Agent—enrolled as an agent under the requirements of Treasury Department Circular No 230

d Officer—a bona fide officer of the taxpayer organization

e Full Time Employee—a full time employee of the taxpayer

f Family Member—a member of the taxpayer s immediate family (i e spouse parent child brother or sister)

g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U S C 1242 (the authority to practice before the Service is limited by section 10 3(d)(1) of Treasury Department Circular No 230)

h Unenrolled Return Preparer—an unenrolled return preparer under section 10 7(a)(7) of Treasury Department Circular No 230

▶ If this power of attorney is not signed it will be returned

Designation — Insert above letter (a–h)	Jurisdiction (state) or Enrollment Card No	Signature	Date
B	Georgia	[signature]	9/15/03
d	N/A		

W [9503]

Form 1120
Department of the Treasury
Internal Revenue Service

U S Corporation Income Tax Return

For calendar year 2002 or tax year beginning 01 01 2002 ending 12 31 20 02

OMB No 1545-0123

2002

► Instructions are separate See Instructions for Paperwork Reduction Act Notice

A Check if a
1 Consolidated return (attach Form 851)
2 Personal holding co (attach Sch PH) [X]
3 Personal service corp (as defined in Temp Regs sec 1 441 4T – see instr)

Use IRS label Other-wise print or type

Name No street and room or suite no City/town state and ZIP code

JAMES BROWN ENTERPRISES INC
P O BOX 691
BARNWELL, SC 29812

B Employer identification no
57 0929939

C Date incorporated
04-01 1991

D Total assets (see instructions)
$ 14 717,336

E Check applic boxes (1) Initial return (2) Final return (3) Name change (4) Address change

INCOME	1a	Gross receipts/sales 1 824 717	b Less returns and allowances	c Bal ►	1c 1,824 717
	2	Cost of goods sold (Schedule A line 8)			2
	3	Gross profit Subtract line 2 from line 1c			3 1 824 717
	4	Dividends (Schedule C line 19)			4
	5	Interest			5
	6	Gross rents			6
	7	Gross royalties			7
	8	Capital gain net income (attach Schedule D (Form 1120))			8
	9	Net gain or (loss) from Form 4797 Part II line 18 (attach Form 4797)			9
	10	Other income (see instructions attach schedule)			10
	11	Total income Add lines 3 through 10		►	11 1 824 717
DEDUCTIONS (See instructions for limitations on deductions.)	12	Compensation of officers (Schedule E line 4)			12
	13	Salaries and wages (less employment credits)			13 299 579
	14	Repairs and maintenance			14 68 677
	15	Bad debts			15
	16	Rents			16 26 736
	17	Taxes and licenses			17 35 411
	18	Interest			18
	19	Charitable contributions (see page 10 of instructions for 10% limitation)			19
	20	Depreciation (attach Form 4562)	20 35 154		
	21	Less depreciation claimed on Schedule A and elsewhere on return	21a		21b 35 154
	22	Depletion			22
	23	Advertising			23 79 684
	24	Pension profit sharing etc plans			24
	25	Employee benefit programs			25
	26	Other deductions (attach schedule)			26 2,619,906
	27	Total deductions Add lines 12 through 26		►	27 3 165,147
	28	Taxable income before net operating loss deduction and special deductions Subtract line 27 from line 11			28 1 340 430
	29	Less a Net operating loss (NOL) deduction (see page 13 of instructions)	29a		
		b Special deductions (Schedule C line 20)	29b		29c
TAX AND PAYMENTS	30	Taxable income Subtract line 29c from line 28			30 1 340,430
	31	Total tax (Schedule J line 11)			31
	32	Payments a 2001 overpayment credited to 2002	32a		
		b 2002 estimated tax payments	32b		
		c Less 2002 refund applied for on Form 4466	32c ( )	d Bal ► 32d	
		e Tax deposited with Form 7004		32e	
		f Credit for tax paid on undistributed capital gains (attach Form 2439)		32f	
		g Credit for Federal tax on fuels (attach Form 4136) See instructions		32g	32h
	33	Estimated tax penalty (see page 14 of instructions) Check if Form 2220 is attached		► [ ]	33
	34	Tax due If line 32h is smaller than the total of lines 31 and 33 enter amount owed			34
	35	Overpayment If line 32h is larger than the total of lines 31 and 33 enter amount overpaid			35
	36	Enter amount of line 35 you want Credited to 2003 estimated tax ►	Refunded ►		36

Sign Here

Under penalties of perjury I declare that I have examined this return including accompanying schedules & statements & to the best of my knowledge & belief it is true correct & complete Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge

► Signature of officer Date 9/15/03 Title

May the IRS discuss this return with the preparer shown below (see instructions)? [X] Yes [ ] No

Paid Preparer's Use Only

Preparer's signature Date Check if self-employed [ ] PTIN

Firm's name (or yours if self-employed) and address and ZIP code EIN Phone no

2203

W-[9503]

Schedule A Cost of Goods Sold (See page 14 of instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach schedule)	4	
5	Other costs (attach schedule)	5	
6	Total Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	Cost of goods sold Subtract line 7 from line 6 Enter here and on line 2 page 1	8	

9a Check all methods used for valuing closing inventory

(i) [X] Cost as described in Regulations section 1 471 3

(ii) [ ] Lower of cost or market as described in Regulations section 1 471 4

(iii) [ ] Other (Specify method used and attach explanation) ►

b Check if there was a writedown of subnormal goods as described in Regulations section 1 471 2(c) ► [ ]

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked attach Form 970) ► [ ]

d If LIFO inventory method was used for this tax year enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale do the rules of section 263A apply to the corporation? [ ] Yes [X] No

f Was there any change in determining quantities cost or valuations between opening and closing inventory? If "Yes" attach explanation [ ] Yes [X] No

Schedule C Dividends and Special Deductions (See instructions)

		(a) Dividends received	(b) %	(c) Special deductions (a) x (b)
1	Dividends from less than 20% owned domestic corporations that are subject to the 70% deduction (other than debt financed stock)		70	
2	Dividends from 20% or more owned domestic corporations that are subject to the 80% deduction (other than debt financed stock)		80	
3	Dividends on debt financed stock of domestic and foreign corps (section 246A)		see instructions	
4	Dividends on certain preferred stock of less than 20% owned public utilities		12	
5	Dividends on certain preferred stock of 20% or more owned public utilities		48	
6	Dividends from less than 20%-owned foreign corporations and certain FSCs that are subject to the 70% deduction		70	
7	Dividends from 20%-or more-owned foreign corporations and certain FSCs that are subject to the 80% deduction		80	
8	Dividends from wholly owned foreign subsidiaries subject to 100% deduction (section 245(b))		100	
9	Total Add lines 1 through 8 See instructions for limitation			
10	Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958		100	
11	Dividends from certain FSCs that are subject to 100% deduction (section 245(c)(1))		100	
12	Dividends from affiliated group members subject to 100% ded (section 243(a)(3))		100	
13	Other dividends from foreign corporations not included on lines 3 6 7 8 or 11			
14	Income from controlled foreign corps under subpart F (attach Form(s) 5471)			
15	Foreign dividend gross up (section 78)			
16	IC-DISC & former DISC dividends not included on lines 1 2 or 3 (section 246(d))			
17	Other dividends			
18	Deduction for dividends paid on certain preferred stock of public utilities			
19	Total dividends Add lines 1 through 17 Enter here and on line 4 page 1 ►			
20	Total special deductions Add lines 9 10 11 12 and 18 Enter here and on line 29b page 1 ►			

Schedule E Compensation of Officers (See instructions for line 12 page 1 on page 10 of instructions)

Note Complete Schedule E only if total receipts (line 1a plus lines 4 through 10 on page 1) are $500 000 or more

	(a) Name of officer	(b) Social security number	(c) Percent of time devoted to business	Percent of corporation stock owned (d) Common	(e) Preferred	(f) Amount of compensation
1	JAMES BROWN	259 32 3801	100%	100%	%	
			%	%	%	
			%	%	%	
			%	%	%	
			%	%	%	
2	Total compensation of officers					
3	Compensation of officers claimed on Sch A or elsewhere on return					
4	Subtract line 3 from line 2 Enter the result here and on line 12 page 1					

2204

W [2P01

Form 1120
Department of the Treasury
Internal Revenue Service

U S Corporation Income Tax Return

For calendar year 2003 or tax year beginning 01 01 2003 end 12 31 20 03

▶ Instructions are separate See instructions for Paperwork Reduction Act Notice

OMB No 1545 0123

2003

A Check if a
1 Consolidated return (attach Form 851)
2 Personal holding co (attach Sch PH) [X]
3 Personal service corp (as defined in Regulations sec 1 441 3(c) see inst)

Use IRS label. Other wise print or type

Name: JAMES BROWN ENTERPRISES INC

Number street and room or suite no (If P O box see page 7 of instructions): P O BOX 691

City or town state and ZIP code: BARNWELL SC 29812

B Employer identification no: 57 0929939

C Date incorporated: 04 01 1991

D Total assets (see page 8 of instructions): $ 8 888 384

E Check applic boxes (1) Initial return (2) Final return (3) Name change (4) Address change

INCOME	1a Gross receipts/sales	2 779 051	b Less returns and allowances		c Bal ▶ 1c	2 779 051
	2 Cost of goods sold (Schedule A line 8)				2	
	3 Gross profit Subtract line 2 from line 1c				3	2 779 051
	4 Dividends (Schedule C line 19)				4	
	5 Interest				5	
	6 Gross rents				6	
	7 Gross royalties				7	
	8 Capital gain net income (attach Schedule D (Form 1120))				8	
	9 Net gain or (loss) from Form 4797 Part II line 18 (attach Form 4797)				9	
	10 Other income (see instructions attach schedule)				10	
	11 Total income Add lines 3 through 10				▶ 11	2 779 051
DEDUCTIONS (See instructions for limitations on deductions.)	12 Compensation of officers (Schedule E line 4)				12	500 000
	13 Salaries and wages (less employment credits)				13	241 755
	14 Repairs and maintenance				14	26 695
	15 Bad debts				15	
	16 Rents				16	28 487
	17 Taxes and licenses				17	28 471
	18 Interest				18	872 788
	19 Charitable contributions (see page 11 of instructions for 10% limitation)				19	
	20 Depreciation (attach Form 4562)		20	26 006		
	21 Less depreciation claimed on Schedule A and elsewhere on return		21a		21b	26 006
	22 Depletion				22	
	23 Advertising				23	33 600
	24 Pension profit sharing etc plans				24	
	25 Employee benefit programs				25	
	26 Other deductions (attach schedule)				26	1 842 790
	27 Total deductions Add lines 12 through 26				▶ 27	3 600 600
	28 Taxable income before net operating loss deduction and special deductions Subtract line 27 from line 11				28	821 549
	29 Less a Net operating loss (NOL) deduction (see page 13 of instructions)		29a	3 122 790		
	b Special deductions (Schedule C line 20)		29b		29c	3 122 790
TAX AND PAYMENTS	30 Taxable income Subtract line 29c from line 28				30	3 944 339
	31 Total tax (Schedule J line 11)				31	
	32 Payments a 2002 overpayment credited to 2003		32a			
	b 2003 estimated tax payments		32b			
	c Less 2003 refund applied for on Form 4466		32c	( )	d Bal ▶ 32d	
	e Tax deposited with Form 7004				32e	
	f Credit for tax paid on undistributed capital gains (attach Form 2439)				32f	
	g Credit for Federal tax on fuels (attach Form 4136) See instructions				32g	
					32h	
	33 Estimated tax penalty (see page 14 of instructions) Check if Form 2220 is attached				▶ [ ] 33	
	34 Tax due If line 32h is smaller than the total of lines 31 and 33 enter amount owed				34	
	35 Overpayment If line 32h is larger than the total of lines 31 and 33 enter amount overpaid				35	
	36 Enter amount of line 35 you want Credited to 2004 estimated tax ▶		Refunded ▶		36	

Sign Here

Under penalties of perjury I declare that I have examined this return including accompanying schedules and statements and to the best of my knowledge and belief it is true correct and complete Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge

▶ PHILIP C CPA PRES

Signature of officer Form 2848 Date ▶ 19 Oct

May the IRS discuss this return with the preparer shown below (see instructions)? [X] Yes [ ] No

Paid Preparer's Use Only

Preparer's signature ▶ PHILIP C CPA PA Date 10 1 2004 Check if self employed [ ] Preparer's SSN or PTIN P60 71 1 133

Firm's name (or yours if self employed) and address PHILIP C CARR PA 104 CORA [illegible] 2205 EIN 58 1598677

W [5290]

Form 1120 (2003) Page 2

Schedule A Cost of Goods Sold (See page 14 of instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach schedule)	4	
5	Other costs (attach schedule)	5	
6	Total. Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on line 2, page 1	8	

9a Check all methods used for valuing closing inventory

(i) [X] Cost as described in Regulations section 1.471-3

(ii) [ ] Lower of cost or market as described in Regulations section 1.471-4

(iii) [ ] Other (Specify method used and attach explanation) ▶

b Check if there was a write-down of subnormal goods as described in Regulations section 1.471-2(c) ▶ [ ]

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ [ ]

d If LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? [ ] Yes [X] No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation [ ] Yes [X] No

Schedule C Dividends and Special Deductions (See instructions beginning on page 15)

		(a) Dividends received	(b) %	(c) Special deductions (a) x (b)
1	Dividends from less than 20% owned domestic corporations (other than debt-financed stock)		70	
2	Dividends from 20% or more owned domestic corporations (other than debt-financed stock)		80	
3	Dividends on debt-financed stock of domestic and foreign corporations (section 246A)		See instructions	
4	Dividends on certain preferred stock of less-than-20%-owned public utilities		42	
5	Dividends on certain preferred stock of 20%-or-more-owned public utilities		48	
6	Dividends from less than 20%-owned foreign corporations and certain FSCs that are subject to the 70% deduction		70	
7	Dividends from 20%-or-more-owned foreign corporations and certain FSCs that are subject to the 80% deduction		80	
8	Dividends from wholly-owned foreign subsidiaries subject to a 100% deduction (section 245(b))		100	
9	Total. Add lines 1 through 8. See page 16 of instructions for limitation			
10	Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958		100	
11	Dividends from certain FSCs that are subject to 100% deduction (section 245(c)(1))		100	
12	Dividends from affiliated group members subject to 100% deduction (section 243(a)(3))		100	
13	Other dividends from foreign corporations not included on lines 3, 6, 7, 8, or 11			
14	Income from controlled foreign corporations under subpart F (attach Form(s) 5471)			
15	Foreign dividend gross-up (section 78)			
16	IC-DISC & former DISC dividends not included on lines 1, 2, or 3 (section 246(d))			
17	Other dividends			
18	Deduction for dividends paid on certain preferred stock of public utilities			
19	Total dividends. Add lines 1 through 17. Enter here and on line 4, page 1 ▶			
20	Total special deductions. Add lines 9, 10, 11, 12, and 18. Enter here and on line 29b, page 1 ▶			

Schedule E Compensation of Officers (See instructions for line 12, page 1 on page 10 of instructions)

Note: Complete Schedule E only if total receipts (line 1a plus lines 1 through 10 on page 1) are $500,000 or more.

(a) Name of officer	(b) Social security number	(c) Percent of time devoted to business	Percent of corporation stock owned (d) Common	(e) Preferred	(f) Amount of compensation
JAMES BROWN	259 32 1001	100 %	100 %	%	00 000
		%	%	%	
		%	%	%	
		%	%	%	
2 Total compensation of officers					00 000

3 Compensation of officers claimed on Form 1125-A or elsewhere on return

Form **2848** (Rev March 2004)
Department of the Treasury
Internal Revenue Service

Power of Attorney and Declaration of Representative

▶ Type or print ▶ See the separate instructions.

OMB No 1545-0150
For IRS Use Only
Received by
Name
Telephone
Function
Date / /

Part I Power of Attorney

Caution *Form 2848 will not be honored for any purpose other than representation before the IRS*

1 Taxpayer information Taxpayer(s) must sign and date this form on page 2 line 9

Taxpayer name(s) and address	Social security number(s)	Employer identification number
James Brown Enterprises Inc P O Box 865 Barnwell South Carolina 29812		57 0929939
	Daytime telephone number (803) 259 1600	Plan number (if applicable)

hereby appoint(s) the following representative(s) as attorney(s) in fact

2 Representative(s) must sign and date this form on page 2 Part II

Name and address	CAF no Telephone No Fax No	
David C Cannon P O Box 865 Barnwell South Carolina 29812	9032591600 8032571370	
	Check if new Address ☐	Telephone No ☐ Fax No ☐
Name and address	CAF No Telephone No Fax No	6500 30351R 706 595 1520 706 595 6070
Phillip G Farr 101 Cobb Street Thomson Georgia 30824	Check if new Address ☐	Telephone No ☐ Fax No ☐
Name and address	CAF No Telephone No Fax No	
	Check if new Address ☐	Telephone No ☐ Fax No ☐

to represent the taxpayer(s) before the Internal Revenue Service for the following tax matters

3 Tax matters

Type of Tax (Income Employment Excise etc) or Civil Penalty (see the instructions for line 3)	Tax Form Number (1040 941 720 etc)	Year(s) or Period(s) (see the instructions for line 3)
Income Employment Excise to include all IRS Filings	1120 1120 941 W 2's & all other filings	2000 Thru 2007

4 Specific use not recorded on Centralized Authorization File (CAF) If the power of attorney is for a specific use not recorded on CAF check this box See the instructions for line 4 Specific uses not recorded on CAF ▶ ☐

5 Acts authorized The representatives are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described on line 3 for example the authority to sign any agreements consents or other documents The authority does not include the power to receive refund checks (see line 6 below) the power to substitute another representative the power to sign certain returns or the power to execute a request for disclosure of tax returns or return information to a third party See the line 5 instructions for more information

Exceptions An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations See Unenrolled Return Preparer on page 2 of the instructions An enrolled actuary may only represent taxpayers to the extent provided in section 10 3(d) of Circular 230 See the line 5 instructions for restrictions on tax matters partners

List any specific additions or deletions to the acts otherwise authorized in this power of attorney None

6 Fo[illegible] if you want to authorize [illegible] OR CASH refund check will be sent [illegible]

Print name of representative [illegible]

7 Notices and communications Original notices and other written communications will be sent to you and a copy to the first representative listed on line 2

a If you also want the second representative listed to receive a copy of notices and communications check this box ➤ ☑

b If you do not want any notices or communications sent to your representative(s) check this box ➤ ☐

8 Retention/revocation of prior power(s) of attorney The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same tax matters and years or periods covered by this document If you do not want to revoke a prior power of attorney check here ➤ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT

9 Signature of taxpayer(s) If a tax matter concerns a joint return both husband and wife must sign if joint representation is requested otherwise see the instructions If signed by a corporate officer partner guardian tax matters partner executor receiver administrator or trustee on behalf of the taxpayer I certify that I have the authority to execute this form on behalf of the taxpayer

➤ IF NOT SIGNED AND DATED THIS POWER OF ATTORNEY WILL BE RETURNED

Signature Date Title (if applicable)

Print Name PIN Number Print name of taxpayer from line 1 if other than individual

Signature Date Title (if applicable)

Print Name PIN Number

Part II Declaration of Representative

Caution Students with a special order to represent taxpayers in Qualified Low Income Taxpayer Clinics or the Student Tax Clinic Program see the instructions for Part II

Under penalties of perjury I declare that

I am not currently under suspension or disbarment from practice before the Internal Revenue Service

- I am aware of regulations contained in Treasury Department Circular No 230 (31 CFR Part 10) as amended concerning the practice of attorneys certified public accountants enrolled agents enrolled actuaries and others

I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified there and

- I am one of the following

a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below

b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below

c Enrolled Agent –enrolled as an agent under the requirements of Treasury Department Circular No 230

d Officer –a bona fide officer of the taxpayer's organization

e Full Time Employee—a full time employee of the taxpayer

f Family Member—a member of the taxpayer's immediate family (for example spouse parent child brother or sister)

g Enrolled Actuary –enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U S C 1242 (the authority to practice before the Service is limited by section 10 3(d) of Treasury Department Circular No 230)

h Unenrolled Return Preparer the authority to practice before the Internal Revenue Service is limited by Treasury Department Circular No 230 section 10 7(c)(1)(viii) You must have prepared the return in question and the return must be under examination by the IRS See Unenrolled Return Preparer on page 2 of the instructions

➤ IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED THE POWER OF ATTORNEY WILL BE RETURNED See the Part II instructions

Designation—Insert above letter (a–h)	Jurisdiction (State) or identification	Signature	Date
h	[illegible]	[illegible]	[illegible]
h	[illegible]	[illegible]	[illegible]

W 5280J

Form 1120
Department of the Treasury
Internal Revenue Service

U S Corporation Income Tax Return

For calendar year 2003 or tax year beginning 01 01 2004 and 12-31 20 04
▶ Instructions are separate See instructions for Paperwork Reduction Act Notice

OMB No 1545-0123

2004

A Check if a
1 Consolidated return (attach Form 851)
2 Personal holding co (attach Sch PH)
3 Personal service corp (see instructions)
4 Schedule M-3 required (attach Sch M-3)

Use IRS label. Other wise print or type.

Name: JAMES BROWN ENTERPRISES INC

Number street and room or suite no (If a P O box see page 7 of instructions): P O BOX 691

City or town state and ZIP code: BARNWELL SC 29812

B Employer identification no: 57 0929939

C Date incorporated: 04-01 1991

D Total assets (see page 8 of instructions): $ 11 023 490

E Check if (1) Initial return (2) Final return (3) Name change (4) Address change

Income	1a Gross receipts/sales	1 763 210	b Less returns & allowances	c Bal ▶ 1c 1 763 210
	2 Cost of goods sold (Schedule A line 8)			2
	3 Gross profit Subtract line 2 from line 1c			3 1 763 210
	4 Dividends (Schedule C line 19)			4
	5 Interest			5 113 500
	6 Gross rents			6
	7 Gross royalties			7
	8 Capital gain net income (attach Schedule D (Form 1120))			8
	9 Net gain or (loss) from Form 4797 Part II line 17 (attach Form 4797)			9
	10 Other income (see page 9 of instructions attach schedule)			10
	11 Total income Add lines 3 through 10			▶ 11 1 876 710
Deductions (See instructions for limitations on deductions.)	12 Compensation of officers (Schedule E line 4)			12
	13 Salaries and wages (less employment credits)			13 108 835
	14 Repairs and maintenance			14
	15 Bad debts			15
	16 Rents			16
	17 Taxes and licenses			17 24 261
	18 Interest			18
	19 Charitable contributions (see page 11 of instructions for 10% limitation)			19
	20 Depreciation (attach Form 4562)	20 24 881		
	21 Less depreciation claimed on Schedule A and elsewhere on return	21a		21b 24 881
	22 Depletion			22
	23 Advertising			23 7 537
	24 Pension profit sharing etc plans			24
	25 Employee benefit programs			25
	26 Other deductions (attach schedule)			26 458 081
	27 Total deductions Add lines 12 through 26			▶ 27 623 595
	28 Taxable income before net operating loss deduction and special deductions Subtract line 27 from line 11			28 1 253 115
	29 Less a Net operating loss deduction (see page 13 of instructions)	29a 3 944 339		
	b Special deductions (Schedule C line 20)	29b		29c 3 944 339
Tax and Payments	30 Taxable income Subtract line 29c from line 28 (see instructions if Schedule C line 12 was completed)			30 2 691 224
	31 Total tax (Schedule J line 11)			31
	32 Payments a 2003 overpayment credited to 2004	32a		
	b 2004 estimated tax payments	32b		
	c Less 2004 refund applied for on Form 4466	32c ( )	d Bal ▶	32d
	e Tax deposited with Form 7004			32e
	f Credit for tax paid on undistributed capital gains (attach Form 2439)			32f
	g Credit for Federal tax on fuels (attach Form 4136) See instructions			32g 32h
	33 Estimated tax penalty (see page 14 of instructions) Check if Form 2220 is attached			▶ 33
	34 Tax due If line 32h is smaller than the total of lines 31 and 33 enter amount owed			34
	35 Overpayment If line 32h is larger than the total of lines 31 and 33 enter amount overpaid			35
	36 Enter amount of line 35 you want Credited to 2005 estimated tax ▶		Refunded ▶	36

Under penalties of perjury I declare that I have examined this return including accompanying schedules and statements and to the best of my knowledge and belief it is true correct and complete Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge

Sign Here
Signature of officer
Date
Title
May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Paid Preparer Use Only
Preparer's signature
Date
Check if self-employed
Preparer's SSN or PTIN
Firm's name (or yours if self-employed) and address
EIN
Phone no

PHILLIPS TAX CLINIC
104 COBB CIRCLE
THOMSON GA 30824

2209

W-152801 JAMES BROWN ENTERPRISES INC

Schedule A Cost of Goods Sold (See page 4 of instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach schedule)	4	
5	Other costs (attach schedule)	5	
6	Total. Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory

(i) [X] Cost as described in Regulations section 1.471-3

(ii) [ ] Lower of cost or market as described in Regulations section 1.471-4

(iii) [ ] Other (specify method used and attach explanation) ▶

b Check if there was a writedown of subnormal goods as described in Regulations section 1.471-2(c) ▶ [ ]

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ [ ]

d If LIFO was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d [ ]

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? [ ] Yes [X] No

f Was there any change in determining quantities, cost or valuations between opening and closing inventory? If "Yes," attach explanation [ ] Yes [X] No

Schedule C Dividends and Special Deductions (See page 15 of instructions)

		(a) Dividends received	(b) %	(c) Special deductions (a) x (b)
1	Dividends from less than 20% owned domestic corporations that are subject to the 70% deduction (other than debt-financed stock)		70	
2	Dividends from 20% or more owned domestic corporations that are subject to the 80% deduction (other than debt-financed stock)		80	
3	Dividends on debt-financed stock of domestic and foreign corps. (section 246A)		see instructions	
4	Dividends on certain preferred stock of less than 20% owned public utilities		42	
5	Dividends on certain preferred stock of 20% or more owned public utilities		48	
6	Dividends from less than 20% owned foreign corporations and certain FSCs that are subject to the 70% deduction		70	
7	Dividends from 20% or more owned foreign corporations and certain FSCs that are subject to the 80% deduction		80	
8	Dividends from wholly owned foreign subsidiaries subject to a 100% deduction (section 245(b))		100	
9	Total. Add lines 1 through 8. See page 16 of instructions for limitation			
10	Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958		100	
11	Dividends from affiliated group members and certain FSCs that are subject to 100% deduction		100	
12	Dividends from controlled foreign corporations subject to the 85% deduction (attach Form 8895)		85	
13	Other dividends from foreign corporations not included on lines 3, 6, 7, 8, or 11			
14	Income from controlled foreign corps. under subpart F (attach Form(s) 5471)			
15	Foreign dividend gross-up (section 78)			
16	IC-DISC & former DISC dividends not included on lines 1, 2, or 3 (section 246(d))			
17	Other dividends			
18	Deduction for dividends paid on certain preferred stock of public utilities			
19	Total dividends. Add lines 1 through 17. Enter here and on page 1, line 4 ▶			
20	Total special deductions. Add lines 9, 10, 11, 12, and 18. Enter here and on page 1, line 29b ▶			

Schedule E Compensation of Officers (See instructions for page 1, line 12 on page 10 of instructions)

Note: Complete Schedule E only if total receipts (line 1a plus lines 4 through 10 on page 1) are $500,000 or more.

	(a) Name of officer	(b) Social security number	(c) Percent of time devoted to business	Percent of corporation stock owned (d) Common	(e) Preferred	(f) Amount of compensation
1	JAMES BROWN	259 32 3801	100%	100%	%	
			%	%	%	
			%	%	%	
			%	%	%	
			%	%	%	
2	Total compensation of officers					
3	Compensation of officers claimed on Schedule A, line 1					
4	Subtract line 3 from line 2. Enter the difference (but not less than zero) here and on page 1, line 12					2210

12280] JAMES BROWN ENTERPRISES IN

Form 1120 — Department of the Treasury Internal Revenue Service

S Corporation Income Tax Retu

For calendar year 2005 or tax year beginning 01 01 2005 ending 12 31 20 05

▶ See separate instructions

OMB No 1545 0123

2005

A Check if a
1 Consolidated return (attach Form 851)
2 Personal holding co (attach Sch PH) [X]
3 Personal service corp (see instructions)
4 Schedule M 3 required (attach Sch M 3)

Use IRS label. Other wise print or type

Name: JAMES BROWN ENTERPRISES INC

Number street and room or suite no If PO box see instructions: P O BOX 691

City or town state and ZIP code: BARNWELL SC 29812

B Employer identification no: 57 0929939

C Date incorporated: 04 01 1991

D Total assets (see instructions) $ 12 956 071

E Check if (1) Initial return (2) Final return (3) Name change (4) Address change

Income	1a Gross receipts/sales: 1 800 000 b Less returns and allowances:	c Bal ▶	1c	1 800 000
	2 Cost of goods sold (Schedule A line 8)		2	
	3 Gross profit Subtract line 2 from line 1c		3	1 800 000
	4 Dividends (Schedule C line 19)		4	
	5 Interest		5	150 000
	6 Gross rents		6	
	7 Gross royalties		7	
	8 Capital gain net income (attach Schedule D (Form 1120))		8	
	9 Net gain or (loss) from Form 4797 Part II line 17 (attach Form 4797)		9	
	10 Other income (see instructions attach schedule)		10	
	11 Total income Add lines 3 through 10	▶	11	1 950 000
Deductions (See instructions for limitations on deductions)	12 Compensation of officers (Schedule E line 4)		12	
	13 Salaries and wages (less employment credits)		13	
	14 Repairs and maintenance		14	
	15 Bad debts		15	
	16 Rents		16	
	17 Taxes and licenses		17	
	18 Interest		18	
	19 Charitable contributions (see instructions for 10% limitation)		19	
	20 Depreciation (attach Form 4562) 20a: 17 417			
	b Less depreciation claimed on Schedule A and elsewhere on return 20b:		20c	17 417
	21 Depletion		21	
	22 Advertising		22	
	23 Pension profit sharing etc plans		23	
	24 Employee benefit programs		24	
	25 Domestic production activities deduction (attach Form 8903)		25	
	26 Other deductions (attach schedule)		26	
	27 Total deductions Add lines 12 through 26	▶	27	17 417
	28 Taxable income before net operating loss deduction and special deductions Subtract line 27 from line 11		28	1 932 583
	29 Less a Net operating loss deduction (see instructions) 29a: 2 691 224			
	b Special deductions (Schedule C line 20) 29b:		29c	2 691 224
	30 Taxable income Subtract line 29c from line 28 (see instructions if Schedule C line 19 was completed)		30	758 641
Tax and Payments	31 Total tax (Schedule J line 11)		31	
	32 Payments a 2004 overpayment credited to 2005 32a:			
	b 2005 estimated tax payments 32b:			
	c Less 2005 refund applied for on Form 4466 32c: ( ) d Bal ▶	32d:		
	e Tax deposited with Form 7004	32e:		
	f Credit for (1) Form 2439 (2) Form 4136	32f:	32g	
	33 Estimated tax penalty (see instructions) Check if Form 2220 is attached ▶ [ ]		33	
	34 Tax due If line 32g is smaller than the total of lines 31 and 33 enter amount owed		34	
	35 Overpayment If line 32g is larger than the total of lines 31 and 33 enter amount overpaid		35	
	36 Enter amount of line 35 you want Credited to 2006 estimated tax ▶	Refunded ▶	36	

Under penalties of perjury I declare that I have examined this return including accompanying schedules and statements and to the best of my knowledge and belief it is true correct and complete Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge

Sign Here: Signature of officer Date Title

May the IRS discuss this return with the preparer shown below (see instructions)? [X] Yes [ ] No

Paid Preparer's Use Only: Preparer's signature Date Check if self-employed Preparer's SSN or PTIN

2211

Schedule A Cost of Goods Sold (See instructions)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A cost (attach schedule)	4	
5	Other costs (attach schedule)	5	
6	Total. Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory

(i) [X] Cost

(ii) [ ] Lower of cost or market

(iii) [ ] Other (Specify method used and attach explanation) ▶

b Check if there was a writedown of subnormal goods ▶ [ ]

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) ▶ [ ]

d If LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation? [ ] Yes [X] No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation [ ] Yes [X] No

Schedule C Dividends and Special Deductions (See instructions)

		(a) Dividends received	(b) %	(c) Special deductions (a) x (b)
1	Dividends from less than 20% owned domestic corporations (other than debt-financed stock)		70	
2	Dividends from 20%-or more owned domestic corporations (other than debt-financed stock)		80	
3	Dividends on debt-financed stock of domestic and foreign corporations		see instructions	
4	Dividends on certain preferred stock of less than 20% owned public utilities		42	
5	Dividends on certain preferred stock of 20% or more owned public utilities		48	
6	Dividends from less than 20% owned foreign corporations and certain FSCs		70	
7	Dividends from 20% or more owned foreign corporations and certain FSCs		80	
8	Dividends from wholly owned foreign subsidiaries		100	
9	Total. Add lines 1 through 8. See instructions for limitation			
10	Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958		100	
11	Dividends from affiliated group members and certain FSCs		100	
12	Dividends from controlled foreign corporations (attach Form 8895)		85	
13	Dividends from foreign corporations not included on lines 3, 6, 7, 8, 11, or 12			
14	Income from controlled foreign corps. under subpart F (attach Form(s) 5471)			
15	Foreign dividend gross-up			
16	IC-DISC & former DISC dividends not included on lines 1, 2, or 3			
17	Other dividends			
18	Deduction for dividends paid on certain preferred stock of public utilities			
19	Total dividends. Add lines 1 through 17. Enter here and on page 1, line 4 ▶			
20	Total special deductions. Add lines 9, 10, 11, 12, and 18. Enter here and on page 1, line 29b ▶			

Schedule E Compensation of Officers (See instructions for page 1, line 12)

Note: Complete Schedule E only if total receipts (line 1a plus lines 4 through 10 on page 1) are $500,000 or more

(a) Name of officer	(b) Social security number	(c) Percent of time devoted to business	Percent of corporation stock owned (d) Common	(e) Preferred	(f) Amount of compensation
JAMES BROWN	259 32 3801	100%	100%	%	
		%	%	%	
		%	%	%	
		%	%	%	
		%	%	%	
2 Total compensation of officers					
3 Compensation of officers claimed on Form 1125-A or elsewhere on return					

JACKSON LAW OFFICES P C

STANLEY G JACKSON (#0077)
1830 Walton Way
Augusta Georgia 30904
(706) 724 2661
Attorney for Albert H Dallas and Alfred A Bradley Personal Representatives of the Estate of James Brown and Trustees of the James Brown Irrevocable Trust

MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF JAMES BROWN ENTERPRISES, INC

Pursuant to previous notice, a special meeting of the Board of Directors of James Brown Enterprises, Inc was held at the corporate office at 11 00 a m on Monday, August 27 2001

All Directors of the Corporation were present

The meeting was called to order by the Chairman

The Chairman informed the Directors that this meeting was called for the purpose of discussing the sale of the building located as 1217 West Medical Park Drive Augusta, Georgia The Chairman informed the Directors that the building located at 1217 West Medical Park Drive was under contract to Michael Vernon for a sales price of $110 000 00 with the closing set for September 4 2001 at 1 00 p m The Chairman also informed the Directors that David Cannon Vice-President of Finance needed to be authorized to sign any and all documents for the corporation including Warranty Deed, Closing Statement and any other document which might be necessary to close the transaction

The following resolution was passed

RESOLVED

1 That it is advantageous to the Corporation that the building located as 1217 Medical Park Drive, Augusta, Georgia, be sold, and said sale is approved for the sales price of $140,000

2 That David Cannon, Vice-President of Finance is hereby authorized, on behalf of the Corporation, to sign any and all deeds, closing statements and any other document which might be necessary to close the said transaction

3 That there are no significant assets of James Brown Enterprises Inc and that the entity hereafter will be used as a depository for puposes of payroll and handling accounts payable and such other business as may be necessary

There being no further business, the meeting was adjourned

Secretary

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

I, Richard Ocker, Clerk of Court of Common Pleas and General Sessions for Aiken County, South Carolina do hereby certify that the foregoing is a true and correct copy of the original document which has been filed in my office this

JUN 0 4 2008

Clerk of Court Aiken County SC

MINUTES OF SPECIAL MEETING OF
BOARD OF DIRECTOPS OF
JAMES BROWN ENTERPRISES INC

Pursuant to previous notice, a special meeting of the Board of Directors of James Brown Enterprises Inc was held at the Corporate Office at 11 00 a m m on the 26th day of September, 2000

All Directors of the Corporation were present

The meeting was called to order by the Chairman

The Chairman informed the Directors that this meeting was called of the purpose of authorizing the President and/or the Secretary-Treasurer of the Corporation to open an account for the Corporation with SouthTrust Bank N A and to authorize said officers to transact such business with the said Bank as may be authorized by the Board

The Board also dicussed the Corporation leasing the premises known as 985 Broad Street Augusta Georgia from Irrevocable Trust Agreement James Brown and Trustees, August 1 2000 said premises to be utilized for the purpose of conducting the business of the Corporation

The following resolution was passed

RESOLVED

1 That it is advantageous to the Corporation that an account or account be opened for and in the name of JAMES BROWN ENTERPRISES INC with SOUTHTRUST BANK, N A and that the officers of said Corporation whose titles are listed below are authorized to sign and to agree to the provisions of said SouthTrust Bank s customary corporate signature cards and that the said SouthTrust Bank N A is hereby authorized to pay or otherwise honor any checks, drafts or other orders issued from time to time for debit to said account or accounts when signed by either of the two following officers of said corporation

President or Secretary-Treasurer

2 Either of the two following officers of the Corporation President or Secretary-Treasurer are hereby authorized for and on behalf of this Corporation to Discount and/or negotiate notes drafts or other commercial paper apply for letters or other forms of credit borrow money directly or indirectly with or without security pledge alien convey assign or otherwise hypothecate any property of the Corporation and to transact any and all such other business with said SouthTrust Bank N A as at any time may be deemed by the said officers transacting the

same to be advisable and in reference to any of the authority hereby conferred to make enter into execute and deliver to the said SouthTrust Bank N A such agreements conveyances assignments endorsements hypothecations pledges receipts or other undertakings or obligations as to said persons executing the same may seem necessary or desirable any and all withdrawals of money and/or transactions heretofore had in behalf of this Corporation with the said SouthTrust Bank N A being hereby ratified and approved

3 The Corporate Secretary is hereby directed to furnish said SouthTrust Bank N A a certified copy of these Resolutions the names of all officers and other persons herein authorized to transact business with the said SouthTrust Bank N A under Seal of the Corporation and that until receipt by the SouthTrust Bank N A of notice to the contrary in the form of certificate signed by the Corporate Secretary under the Corporate Seal the SouthTrust Bank N A is authorized to rely upon all statements made or furnished in accordance herewith

The following resolution was also passed

RESOLVED

That the President and/or Secretary-Treasurer of the Corporation are authorized to enter into a lease agreement with Irrevocable Trust Agreement James Brown and Trustees August 1 2000 to lease the premises known as 985 Broad Street Augusta Georgia for the purpose of utilizing the premises to conduct the business of the corporation said property to be leased on a triple net lease to include amounts sufficient to service the indebtedness due SouthTrust Bank N A and to pay taxes insurance repairs and maintenance on the premises

There being no further business the meeting was adjourned

This 26th day of September 2000

Judge Bradley

Secretary

RESOLUTIONS OF CORPORATE BOARD

CERTIFICATE OF AUTHORITY FOR CORPORATE BORROWINGS
AND OTHER TRANSACTIONS

BE IT HEREBY RESOLVED

1 That it is advantageous to the Corporation that an account or account be opened for and in the name of JAMES BROWN ENTERPRISES INC with SOUTHTRUST BANK N A and that the officers of said Corporation whose titles are listed below are authorized to sign and to agree to the provisions of said SouthTrust Bank s customary corporate signature cards and that the said SouthTrust Bank N A is hereby authorized to pay or otherwise honor any checks, drafts or other orders issued from time to time for debit to said account or accounts when signed by either of the two following officers of said corporation

President or Secretary-Treasurer

2 Either of the two following officers of the Corporation President or Secretary-Treasurer are hereby authorized for and on behalf of this Corporation to Discount and/or negotiate notes drafts or other commercial paper apply for letters or other forms of credit borrow money directly or indirectly, with or without security pledge alien convey assign or otherwise hypothecate any property of the Corporation and to transact any and all such other business with said SouthTrust Bank, N A as at any time may be deemed by the said officers transacting the same to be advisable and in reference to any of the authority hereby conferred to make enter into execute and deliver to the said SouthTrust Bank N A such agreements conveyances assignments endorsements hypothecations pledges receipts or other undertakings or obligations as to said persons executing the same may seem necessary or desirable any and all withdrawals of money and/or transactions heretofore had in behalf of this Corporation with the said SouthTrust Bank N A being hereby ratified and approved

3 The Corporate Secretary is hereby directed to furnish said SouthTrust Bank N A a certified copy of these Resolutions, the names of all officers and other persons herein authorized to transact business with the said SouthTrust Bank N A under Seal of the Corporation and that until receipt by the SouthTrust Bank, N A of notice to the contrary in the form of certificate signed by the Corporate Secretary under the Corporate Seal the SouthTrust Bank N A is authorized to rely upon all statements made or furnished in accordance herewith

RESOLUTION ADOPTED THIS 25th day of September 2000

Judge Bradley

Corporate Secretary

(Corporate Seal)

MEMORANDUM
BY FAX ONLY

MEMORANDUM TO All Devisees, Will of James Brown, All Qualified Beneficiaries, the James Brown 2000 Irrevocable Trust, The Honorable Henry D McMaster, Attorney General of South Carolina, counsel for these beneficiaries and other Interested Persons in the Estate and Trust

FROM Robert L Buchanan, Jr and Adele J Pope, PR/Trustees

DATE May 20 2008

RE FIRST SEMI-ANNUAL REPORT OF PR/TRUSTEES, covering the period from November 20, 2007 to May 20, 2008

****

Enclosed for each of you please find a copy of our First Semi Annual Report as Personal Representatives of the Estate of James Brown and Trustees of the James Brown 2000 Irrevocable Trust This covers the period from our appointment by the Court on November 20, 2007 to today

We have been unable to prepare a traditional accounting because the former PR/Trustees have not yet produced accountings which, when produced, should show which assets were managed within the James Brown 2000 Trust, which were held by Mr Brown individually (and thereafter the Estate) and what was owned by the Estate and Trust at the conclusion of their service on November 20, 2007 The Court has ordered that those accountings (from Mr Dallas and Mr Bradley) be delivered by June 5, 2008

We have maintained an accounting of the cash transactions of the Estate/Trust You may view it at 1218 Taylor Street, where the Brown Historical Documents are also maintained

Please feel free to contact us if you have questions

FIRST SEMI-ANNUAL REPORT
TO DEVISEES, BENEFICIARIES AND ATTORNEY GENERAL

Robert L Buchanan, Jr and Adele J Pope
PR/Trustees Estate of James Brown, James Brown 2000 Irrevocable Trust
(November 20, 2007 May 20 2008)

The undersigned present the following summary report of their activities as PR/ Trustees for the first six months of their service commencing on November 20 2007

BACKGROUND

The PR/Trustees were appointed to serve under the Will of James Brown dated August 1 2000 and the James Brown 2000 Irrevocable Trust dated August 1 2000 These documents constitute the Estate Plan of James Brown Pursuant to the appointment Order they have all of the authority and responsibility under the documents other than the obligation to name a third PR/Trustee

A Prior Service as Special Administrators (SAs)

The PR/Trustees served as non-fiduciary SAs from March 7 2007 until November 20 2007 Their charge was to oversee the actions of David Cannon, Albert Dallas and Alfred Bradley who served as PR/Trustees until their resignations **The primary challenges during this period were**

1 **Obtaining critical information about the Estate, Trust and Brown Entities**

2 **Preventing Cannon, Dallas and Bradley from selling Estate/Trust Assets** and paying themselves between $5 Million and $17 Million, exposing the Trust/Estate to excessive claims, and exposing the James Brown 1 Feel Good ' Trust to disqualification [See Exhibit 1 Estimated costs of proposed sales by Cannon, Dallas and Bradley]

3 **Discovery of $900,000 00 misappropriation and other secret dealings of former PR/Trustees Cannon, Dallas, Bradley,** with W Hammond P Farr Powell Goldstein and others

4 **Failure of Dallas, Cannon and Bradley to Inventory or account for assets of Estate/Trust, or properly administer Estate/Trust**

5 **Spousal/Elective Share Claims**

B Primary Accomplishments of the Period from March 7, 2007 November 20, 2007

With the help of many members of the family of Mr Brown the following things were

Brown's Estate Plan His relationship with former PR/Trustees Dallas and Bradley and his attempts to return them as Trustees, however make cooperation difficult at this time

E Stabilizing Estate/Trust Administration

Between November 20 2007 and May 20, 2008 the PR/Trustees have taken a number of steps to stabilize the administration of the Estate/Trust They include

1 **Filing of Application for Recognition of James Brown "I Feel Good" Trust** On December 6 2007 the PR/Trustees applied for recognition of the James Brown I Feel Good" Trust (The former PR/Trustees had failed to take this action for more than 6 years)

2 **Paying overdue security, insurance, appraisal, and storage** fees not paid by the former PR/Trustees

3 Terminating relationships with Intrigue Music Management (Frank Copsidas) and others who worked closely with former PR/Trustees Cannon and Dallas

F Continuing work to prevent the Return of Cannon, Dallas & Bradley as Trustees

G Protection of Tangible Asset of Estate/Trust

On November 20, 2007, the Tangible Personal Property (TPP) located at Mr Brown's home estate was at great risk because of the Estate/Trust s financial condition A sale of some items was required to raise funds to protect the Estate Plan During the last 6 months the following has taken place

1 Since January 2008 **approximately 70 Boxes of Masters, audio tapes and similar assets were shipped under secure conditions to an audio/film storage facility**

2 **Approximately 360 lots have been placed with Christie's** in New York for sale at auction

3 Pursuant to the request of the PR/Trustees, agreement of family members and Court Order, **more than 3000 items have been placed with South Carolina State University's I P Stanback Museum and Planetarium, the South Carolina State Museum, The Lucy Craft Laney Museum of Black History and the Augusta Museum of History** These will be held for safekeeping (on loan) for up to 3 years while final disposition is being determined

4 The PR/Trustees will seek Court approval on June 6, 2008 to **Distribute or Sell (as their ultimate interests appear) much of the remaining TPP located at the Home Estate** to Mr Brown's 6 acknowledged children, James Brown II and Tommie Rae Hynie Brown [The Estate Tax alue of this Distribution/Sale is estimated to be less

than $250,000 but the property is believed to be of great personal value to his family See proposal for details]

5 Mr Brown's capes and several other TPP issues remain unresolved The PR/Trustees will continue to investigate, and seek counsel, when funds are received from the Christie's sale

H Quitclaim of Joseph Brown Home to certain family members

With the consent of all acknowledged children of James Brown and without objection of the Attorney General the PR/Trustees are quitclaiming the Estate's interest in the home and contents of Mr Brown s father, Joseph Brown located in Augusta Georgia for $60,000 taking 10% down and a note with Security Deed for the remainder Sale is expected to close within 10 days

I Home Estate, Beech Island

The PR/Trustees have determined that retaining the Home Estate is not consistent with the mission of the James Brown 'I Feel Good Trust Pursuant to Court Order dated February 20, 2008, the PR/Trustees are seeking a museum purchaser for the home

The museum purchaser may be either for profit or not for profit The PR/Trustees hope to be able to retain a portion of the acreage for ultimate use by the James Brown 'I Feel Good ' Trust in conjunction with a museum on the main Estate

Certain children of Mr Brown have offered less than $1 Million for the property

The PR/Trustees have ordered an appraisal of the property After the appraisal is received the PR/Trustees intend to actively pursue a museum type sale of the property

J Proceedings for the Recovery of Losses Caused by Cannon, Dallas, Bradley and others

1 On January 9, 2008 the Court approved the engagement by the PR/Trustees of Kendall Few, Esquire and James Gilreath Esquire With their assistance, the Estate/Trust now has pending the following actions for recovery of losses since 1999

a Action against Cannon, Dallas Bradley, GT Enterprise Bank & Phil Farr pending in the Circuit Court for Aiken County, case number 2008 CP 02-322 seeking losses since 1999

b Arbitration and Federal Court actions against Morgan Stanley related to the depletion of the 1999 Royalty Backed Note proceeds

2 In addition the PR/Trustees with James Bailey as counsel are defending aga n t the

approximately $16 Million in claims filed by Cannon, Dallas & Bradley against the Estate [See Exhibit 2]

3 The PR/Trustees are defending the Forlando Brown Federal suit seeking the return of Cannon, Dallas & Bradley as Trustees (through voiding our appointment) and injunction to prevent the Trust from taking action

4 The PRs disallowed GT s $155,000 claim, and no suit was filed

5 The PR/Trustees, represented by Matt Ballenger of Hogan & Hartson were successful in dismissing the counterclaim by Pullman in the New York Litigation [Details upon request] An appeal may be taken by Pullman [The PRs also intend to disallow Pullman s $31 Million claim against the Estate]

PROJECTIONS FOR NEXT SIX MONTHS

A Receipt of Christie's Sale Proceeds

The PR/Trustees have been severely restrained by the lack of funds As soon as the Christie's sale proceeds are received, they hope to do the following

1 Complete Estate Tax Return by September 25, 2008 and pay the approximately $500,000 of Estate Taxes and Interest due

2 Proceed with an aggressive search for a museum purchaser of the Home Estate (Reserving some acreage for the Trust)

3 Disallow approximately $33 Million of pending claims, and be prepared for active defense of Petitions for Allowance of Claims [See Exhibit 3 for claims of former attorneys/advisors of Cannon, Dallas and Bradley]

4 Continue active defense of the Estate Plan of James Brown

5 Continue active defense against the Spousal/Elective Share claims

6 Work with entertainment counsel to enhance royalties, image and persona of Mr Brown (without paying 50% of the gross, as proposed by Dallas, Cannon & Bradley)

B Assistance with Possible Settlement

The PR/Trustees believe that if they are joined by the Attorney General in a vigorous defense of the Estate Plan and rejection of the Spousal/Elective Share claim, the Estate/Trust will within 6 months be in a posture to evaluate and perhaps enter into a full settlement

C No sale of Royalties, Image and Persona

Based on available information the PR/Trustees do not believe that any sale of the royalties, image, or persona of Mr Brown should be considered for **at least** 2 - 5 years Mr Brown's royalties from his approximately 800 published songs exceed $3 Million annually These Royalties have substantially reduced the TIAA debt since Mr Brown s death

The former PR/Trustees entered into only 1 substantial contract [James Brown - Boston project with David Leaf] between Mr Brown's death and November 20, 2007 (ab November 1) The current Trustees have entered into one substantial contract for a Musical Television Tribute to James Brown [Confidential details available upon request]

The PR/Trustees over the next six months will explore with entertainment counsel future enhancement of Mr Browns royalties image and persona Challenges to our authority as PR/Trustees by the Attorney General (based on erroneous information) former PR/Trustees Cannon, Dallas and Bradley and Orlando Brown have slowed, but not defeated, progress in these areas The PR/Trustees are hopeful that these challenges will dissipate allowing the Estate/Trust to enhance its potential [Confidential details available upon request]

REQUEST THAT ATTORNEY GENERAL AND FAMILY EXPLORE SETTLEMENT

The PR/Trustees are currently participating in at least 9 lawsuits for the benefit of the Estate/Trust, including

1 **Corbis** (Chicago) Litigation - brought by Mr Brown in the name of the New James Brown Enterprises, et al prior to his death

2 **Pullman** (New York) Litigation brought on behalf of James Brown Enterprises, Inc by GT after the 2006 collapse of the Royal Bank of Scotland deal in May 2006 Resulted in $8 Million counterclaim by Pullman which our counsel has successfully defended as moot [Appeal may follow]

3 **Cannon suit against the Estate** on claim for more than $6 Million

4 **Dallas suit against Estate** on claim for more than $5 5 Million

5 **Bradley suit against Estate** on claim believed to be more than $5 Million

6 Estate/Trust suit/arbitration against **Morgan Stanley (2)**

7 **Estate/Trust suit against Cannon, Dallas, Bradley, Enterprise, Farr, GT**

8 Estate/Trust suit to enjoin Hammond Dallas Bradley & Cannon from interference

9 Defense of Will/Trust contest (Will/Trust/Heirs proceeding)

10 Defense of Elective Share/Spousal claims

In addition, within the next few months we will also be defending a number of claims the PR/Trustees intend to disallow, including the $31 Million Claim of Pullman and Claims of Attorneys and accountants for Dallas, Cannon and Bradley [See Exhibit 3 for List]

While the PR/Trustees are occupied with these necessary suits and the defense of Mr Brown's Estate Plan, they urge the Family Members and the Attorney General to work toward a reasonable resolution of the issues in dispute

Respectfully submitted,

Robert L Buchanan, Jr

Adele J Pope

May 20 2008

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EXHIBIT 1
First Semi-annual Report to Devisees, Beneficiaries and Attorney General

Proposed "Gross" of Sale of Assets

	Proposed Gross Sale Price	**$ 26,000,000 00**	**$100,000,000 00**
	Less Payments from Sale Proposed by Cannon, Dallas and Bradley, TIAA + Pullman *		
1	TIAA payoff	$ (15 000,000 00)	$ (15,000 000 00)
2	Pullman (12 5%) plus claim ($31MM)[1]	$ (3 250,000 00)	$ (12 500,000 00)
3	Copsidas/Intrigue Claims (15%)	$ (1 650 000 00)	$ (12,750,000 00)
4	**Cannon $1,459,640 plus (5%)[2]**	**$ (2,759,640 00)**	**$ (6,459,640 00)**
5	Bobbitt ($200,000)	$ (200 000 00)	$ (200,000 00)
6	**Dallas ($549,019) plus 5%**	**$ (1,849,019 00)**	**$ (5,549,019 00)**
7	**Greenberg Traurig, 5% (after TIAA) plus** litigation costs (est'd)	**$ (550,000 00)**	**$ (4,250,000 00)**
8	P Farr, W Hammond, Powell Goldstein, S Jackson, Hull Towill & other attys/accnts of former PR/Trustees [at least]	$ (700,000 00)	$ (700 000 00)
9	**A Bradley [see claim]**	**$ (1,300,000 00)**	**$ (5,000,000 00)**
10	Loss of Claims against Cannon/Dallas/Bradley/GT	_____	$ (13,000,000 00)[3]
	PAYMENTS PROPOSED BY CANNON, DALLAS & BRADLEY*(At least)	$ (27,258,659 00)	$ (75,408,659 00)
	NET TO ESTATE/TRUST FROM SALE	**$-(1,258,659 00)**	**$ 24,591,341 00**

Other than Pullman and TIAA this reflects payments former PR/Trustees Cannon Dallas and Bradley claim should be paid to themselves and others either from the GT October 18/20 2006 Letter their claims or fees incurred The Pullman figure is based on his claim under 1999 document Although disputed in it entirety the Pullman amount would likely have to be escrowed at closing TIAA is estimated payoff

During 2007 a sale of all assets at $45 Million was also proposed from which Cannon Dallas and Bradley proposed to pay the same percentage amounts stated above

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[1] Both totals plus alleged damages

[2] Both totals plus claim for commissions

[3] At least

EXHIBIT 2
First Semi-annual Report to Devisees, Beneficiaries and Attorney General

CLAIMS BY FORMER PR/TRUSTEES

A CLAIM OF CANNON Five percent (5%) of all revenue generated by gross bookings, royalties and any other funds generated by James Brown Enterprises Inc from whatever source and two and one half percent (2 5%) for the handling of vintage revenue This contractual claim is an ongoing claim for all revenue earned and not paid prior to death **and all revenue earned since date of death and all future revenues of James Brown Enterprises, Inc** [Emphasis supplied]
[Claim of David Cannon filed 9/26/07]

B CLAIM OF BRADLEY **Compensation as personal representative of the Estate of James Brown and Trustee plus** Celebrity Duck 10% of Revenues, Doll Deal 5% of 300,000,Georgia-Lina record 6%, Godfather of Soul Publishing now Geronimo Music, L L C 6% of revenues, 10% of any revenues earned due to blank tapes sold by Alliance of Artists and Recording Companies for Brown recordings, **10% of any revenues earned due to the marketing and/or exploitation of master recordings, 5% of the royalties received from the "James Brown Doll"** [Emphasis supplied]
[Claim of Al Bradley filed 9/7/07]

C CLAIM OF DALLAS **Compensation as personal representative of theEstate of James Brown and trustee of the James Brown Irrevocable Trust plus $624,876** based on purported oral contract by which Mr Dallas would receive **"5% of Mr Brown's and his enterprises' gross revenue,** 5% of revenues from Teddy Bear Productions as agent for Hakuhdo Advertising Agency, 25% of royalties received from the "James Brown Doll", 10% of revenues from God Father of Soul Publishing, **5% of Global Gaming revenue, 5% of revenues from the sale of Mr Brown's writer's share music, and 5% revenues from the 1991 pay-per-view recording** [Emphasis supplied]
[Claim of Albert H Dallas filed 9/7/07]

EXHIBIT 3
First Semi-annual Report to Devisees, Beneficiaries and Attorney General

PAYMENTS, BILLS AND CLAIMS PRESENTED BY ATTORNEYS AND ACCOUNTANTS FOR FORMER PR/TRUSTEES FOR SERVICES FROM DEATH – NOVEMBER 20, 2007

ATTORNEY/ACCOUNTANT		BILL OR CLAIM AMOUNT
Powell Goldstein (bill)	$	48,225 00
Rodney A Peeples (payment and claim)	$	137,851 66
Smith Massey, Brodie & Thurmond (claim)	$	33,322 20
Phillip G Farr, CPA (claim)	$	25,977 60
Hull, Towill, Norman, Barrett & Salley (bill, firm of William Hammond)	$	124,518 26
Suggs Johnson (claim for $5,747 81, now $6,069 43)	$	6,069 43
Greenberg Traurig*	$	155,602 85
Lewis & Babcock (payment, claim, bill)	$	348,960 43
Jackson Law Office (claim filed)	$	61,273 25
TOTAL	$	941,800 68

* GT originally sought payments of approximately $327,089 67 Claim filed was $155,602 85 Withdrawn after PR/Trustees disallowed claim (See ltr of GT dtd 3/10/08)

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	) **Affidavit of Adele J Pope**
	) **Opposing Removal of PR/Trustees**
ALBERT H DALLAS and others	)**Buchanan & Pope, Denying Emergency,**
	) **Supporting Stay and Proper Joinder**
Respondents	) **Supporting Proper Notice of Hearings,**
	) **Supporting Order Compelling parties**
	) **to Appear with records to Testify**
	) **and Seeking Court Ruling Under**
	) **S C Trust Code Section 62 7 932(D)**
IN RE	) **Related to Principal & Income Charges**
The Estate of James Brown and the James Brown	) **under Will/Trust *In Terrorem* Clauses**
2000 Irrevocable Trust u/a/d August 1 2000	)
	)

PERSONALLY APPEARED BEFORE ME ADELE J POPE who being duly sworn deposes and says

1 I deny that there is any cause to remove Robert L Buchanan Jr or me as Personal Representative or Trustee and ask the Court to so find

2 The acts of the Settling Parties [1] combined with the acts of Cannon Dallas and Bradley have directly interfered with the administration of the Estate/Trust of James Brown the defense of James Brown s Estate Plan as directed by the Will and 2000 Irrevocable Trust and approved by the Honorable Doyet A Early III in his Order dated February 20 2008 (Declaratory Judgement Case 122)

3 I am informed and believe that the removal or restraint of Robert Buchanan and me as

[1] including their failure to pay the $60 000 00 some owe the Estate for purchase of the Joseph Brown house and their direct and indirect interference with the Christie s sale

2229

FILED 2 25 2009
Lynn Holland
I & C S
Ruth Kynoch
Deputy Clerk 150

PR/Trustees of the Estate and 2000 Trust would cause irreparable harm to the Estate/Trust because we are the only persons currently defending James Brown s intention to leave his entire residuary Estate and the Trust for education as set out in his 2000 Irrevocable Trust

4 I deny that there is any basis to restrain or remove Robert Buchanan or me as Personal Representatives or Trustees as alleged by the purported settling parties in their Amended Petition for Removal and Restraint dated November 7 2008 and Motions

5 I deny that Robert Buchanan and I have acted improperly as alleged in the Ex Parte Motion for Restraining Order dated February 10 2009 of Forlando Terry Romunzo Daryl Vanisha and Larry Brown Deanna Thomas Yamma Lumar the AG and others

6 I ask for a due process hearing as to all allegations contained in the Petition and both motions I ask that the Court require Sonny Jones defendants David Cannon and Albert Dallas and all adult parties to appear at the hearing without subpoena to be held with proper notice to us to testify and produce all documents and records related to the purported proposed settlement their due diligence their proposed attorneys fees and their allegations that Robert Buchanan and I should be removed as PR/Trustees or restrained

7 Less than one week after Robert Buchanan and I were appointed PR/Trustee on November 27 2007 Sonny Jones asked that we resign I told him we could not because it might interfere with the Estate/Trust s defense of the Cannon Dallas and Bradley claims and the Estate/Trust s ability to recover the losses the Cannon Group had caused [2] I still believe that to be true

[2] No Will or Trust contest had been filed on November 27 2007 and Dallas and Bradley had not tried to return as Trustees

8 Our letters to Attorney General McMaster dated March 10 and 13, 2008 attached as Exhibits A and B and his of July 30 demonstrate how we have always sought to work with the Attorney General to protect James Brown s Estate/Trust and defend his Estate Plan

9 On July 30 the AG confirmed that Robert Buchanan and I are appropriate persons to serve as 2 of Mr Brown s 3 Trustees as provided in his Will This letter was just 11 days before the secret purported settlement of which we were not informed

10 I ask the Court to protect the Estate/Trust and Estate Plan of James Brown by granting the Estate and Trust acting through us full due process to include

a Addition of necessary parties as required by SCRCP as adopted by Section 62 1 304 including person(s) they ask the Court to appoint as PR and/or Trustee if we are removed [3] as well as U S C Salkehatchie U S C Aiken and Voorhees College

b Striking unsupported allegations of emergency

c Requiring Petitioners to give 20 days notice in writing of all hearings pursuant to Code Section 62 1 401 and our demand for same unless for good cause shown the court provides for a different method or time of giving notice for a particular hearing with Petitioners required to serve and file proof of service of the Notice of the Hearing as provided in Section 62 1 106

d Full discovery or alternate methods of examination under oath to prevent the parties from making allegations such as David Cannon s assertion that the Estate/Trust s value has gone from $120 Million at Mr Brown s death to $60 Million without cross examination [4]

11 I am informed and believe that the allegations in this suit against Robert Buchanan

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[3] The proposed fiduciaries should be examined under oath about their qualifications willingness to accept the position(s) independence commitment to the Estate Plan of James Brown and proposed fees

[4] This is just one of many troublesome and unsupported allegations about the Estate/Trust s value made by the parties and counsel More troublesome is the unsupported allegation of counsel for the purported settling parties on January 30 2009 that they do not know the Estate/Trust s value but believe our date of death value of approximately $80 Million is high This allegation is troublesome in light of family attempts to buy the Estate/Trust

and me are without merit brought in bad faith and brought for an improper purpose namely to intimidate and force us resign in order to bring about a transfer of more than $50+ Million of Mr Brown s assets to parties Mr Brown s 2000 Will and Irrevocable Trust and 1999 Will and Trust prohibited from receiving those assets

12 I deny that the allegations and inferences in the Amended Petition for Removal and Restraint dated November 7 that our defending the Estate Plan of James Brown and opposing the proposed settlement which would irreparably damage the Estate/Trust is a breach of our duty as PR/Trustees I ask the Court to rule on this issue

PETITION/REQUEST FOR MANDATORY COURT RULING UNDER S C TRUST CODE SECTION 62 7 932(D)

13 We have petitioned this Court pursuant to Section 62 7 932(D) of the South Carolina Trust Code to rule or remand this matter to the Aiken County Probate Court for a mandatory ruling whether the proposed exercise of powers by Mr Buchanan and me to implement the *In Terrorem* clauses of the Will and Trust of James Brown by charging the contesting parties with litigation costs constitutes an abuse of discretion as described below namely

PROPOSED ACTION

a To enforce the *In Terrorem* clause of the James Brown 2000 Trust and the James Brown August 1 2000 Will to the extent required by the Will and Trust and to charge the principal and income of the shares of those who have violated the *In Terrorem* clauses with the attorneys fees and costs of defense of their actions

b Because the specific language of the Will and Trust require the enforcement of the *In Terrorem* clauses to do so in reasonable reliance on the provisions of the Will/Trust rather than under default rules of the Uniform Principal and Income Act and other applicable law

c To obtain protection of the Court by 62 7 932(D) which provides that upon a petition by the fiduciary the court having jurisdiction over the trust or estate must

determine whether a proposed exercise or nonexercise by the fiduciary of a discretionary power in this part result in an abuse of the fiduciary s discretion [Emphasis supplied]

d To the extent that the proposed exercise of discretion is not permissible even though under Section 62 7 1006 it would be done in reasonable reliance on the terms of the trust as expressed in the trust instrument for court guidance as whether these costs should be charged against the children the Education Trust or The James Brown I Feel Good Trust

e To charge the principal value of all personal and household effects (PHE) the net proceeds of any sale of PHE and any income derived therefrom formerly devised to Daryl Terry Larry and Vanisha Brown Deanna Thomas and Yamma Lumar to the extent of its total value with all costs of defense of Case 2008 CP 02 0872 (Case 872) and this case

f To charge the income and principal (approximately $220 000 00) of the potential Forlando Brown share of the Brown Family Education Trust to the extent of its total principal and income value with all costs of the Federal Suit brought by Brown to be restored only if all such costs are recovered from him and also to charge same with all costs of defense of this case

g To charge the income and principal of the potential Jason Lewis share of the Brown Family Education (approximately $220 000 00) in accordance with the *In Terrorem* clause with attorneys fees and costs of defense of Case 872 and this case to the extent of its total value

h To charge the income and principal of the potential share of the Brown Family Education Trust of Romunzo Brown (approximately $220 000 00) with the attorneys fees and costs of defense of the Will and Trust Contest (Case 872) and this case to the extent of its total value

REASONS FOR PROPOSED ACTION

a To implement and enforce the *In Terrorem* clauses of the James Brown 2000 Will and Trust which on information and belief override the devises and beneficiary provisions for those who violate the *In Terrorem* clauses

b To minimize the impact of the legal fees and costs of defense of Mr Brown s Estate Plan by charging those who challenged the Estate/Trust with costs to the Estate/Trust to defend against them

c To recover the legal fees and costs of the necessary defense of the suit brought by

Forlando Brown in Federal Court in January 2008 to enjoin the Trustees from taking any action with respect to the Trust return Cannon Dallas and Bradley as Trustees and provide improper benefits to Forlando Brown Cannon Dallas and Bradley

FACTS UPON WHICH FIDUCIARIES RELY IN MAKING DECISION

1 James Brown published more than 800 copyrighted songs He died at 73 on Christmas Day 2006 Brown s assets at death had a gross value of at least $86 Million [See Chart of Dr Terry Cox Brown Windsor Group (BWG) June 2007]

2 Brown lacked formal education but he spent a lifetime promoting staying in school as a means to escape poverty and gain respect He wanted needy and deserving children to stay in school

3 In 2006 with Mary Holmes present Brown advised four of his children of his intention to give them what they needed and not what they wanted (Affidavit Sworn interview M Holmes)

4 Brown s grandson Forlando Brown confirms that the family[5] hired Louis Levenson for a twofold purpose

a Get rid of the Cannon Group and

b Replace them with PR/Trustees who bend to their wishes to obtain Mr Brown s valuable assets for themselves

5 The Levenson clients sued in Aiken County Probate Court on January 24 2007 The case became Circuit Court Case #07 CP 02 0122 (Case 122)

6 Forlando s father Terry a joint venturer with Forlando and Cannon Dallas and Bradley (the Cannon Group) now asks the Court to give him a Right of First Refusal intended

[5] These children purported to act for their minor children The PR/Trustees assert that they lacked the authority to do so

to take additional millions from Mr Brown s Estate Plan by destroying the market for these assets

7 The settlement proposal exposes the Estate/Trust to between $10 and $40 Million of unnecessary Estate and Income Taxes It threatens the continued IRS qualification of The James Brown I Feel Good Trust It proposes to reduce the funds that James Brown provided for education in two separate valid Estate Plans by more than $50 Million

8 On information and belief the proposal is inconsistent both with Mr Brown s Estate Plan and likely outcomes under state law properly applied since no contest to the 2000 Trust was brought more than 6 years after reasonable discovery

9 James Brown is alleged to have fathered as many as 12 children or more who under South Carolina law do not inherit any part of his Estate unless both his 2000 and 1999 Estate Plans are set aside

10 Brown s third wife Adrienne with whom he had no children died in 1996

11 Through the years Brown had strained personal relationships with wives companions and family members Brown s troubles with daughters Yamma and Deanna resulted in part from their 1998 forcing him into drug rehabilitation

12 In February 1999 Brown created a voice tape confirming his plan to give back most of his wealth for educational purposes and for the needy

13 On June 11 1999 Brown obtained a $26 Million loan from M&T Bank as Trustee for the New York Teacher s Union (TIAA) Security for the loan was a pledge of royalties from the majority of Brown s more than 800 songs

14 On June 15 1999 Brown executed a Will and Revocable Trust The Will left only

personal and household effects (' PHE) to his children (Will) and the remainder to the 1999 Revocable Trust to be divided approximately as follows

a $2 Million to a non charitable education trust to benefit designated grandchildren

b The remainder to go to fund The James Brown I Feel Good Trust to provide education benefits for needy and deserving children

15 A year later on August 1 2000 Brown executed his last Will and the James Brown 2000 Irrevocable Trust making his commitment to education irrevocable The Estate Plan provided for creation at Brown s death of the Brown Family Education Trust ($2 Million) and the I Feel Good Trust (residue) [6]

16 The 2000 Trust in addition to being irrevocable was funded by a recorded deed to Beech Island Mr Brown s 60+ acre home estate in S C [7] A memorandum of Trust was also published The PR/Trustees believe that because the Trust and Deed were a matter of public record for 7 years before any challenge was made to the Trust The existence of the Trust and its purposes were widely known (Aff Hollander)

17 Charts 1 2 3 and 4 filed in this case help demonstrate the irreparable harm the suit brought by a portion of Mr Brown s purported Heirs and a proposed settlement if implemented will cause the Estate/Trust

18 If the 2000 Estate Plan were set aside the 1999 Estate Plan would save the

---

[6] Like the 1999 Estate Plan the 2000 Will and Trust left only the PHE to designated children with the remainder to the 2000 Irrevocable Trust to be divided between the non charitable and charitable trusts as stated above

[7] Mr Brown went to great lengths to assure that his wholly owned corporation James Brown Enterprises Inc (JBE Inc) was transferred to the Trust Dallas and Cannon however failed to complete the physical transfer and reissue of the JBE Inc stock in the name of the 2000 Trust

Estate/Trust for education There is no evidence that either Estate Plan was the product of undue influence or fraud Despite their improper actions as Trustees Cannon Dallas and Bradley are not beneficiaries of the Will/Trust and will not benefit from them if their resignations are affirmed

19 Mr Brown s documents direct the PR/Trustees to enforce the *In Terrorem* clauses

20 The 2000 Will and Trust give only PHE to six children Brown listed by name (Will) The remainder to the 2000 Irrevocable Trust was to be divided approximately as follows

1 $2 Million to a non charitable education trust to benefit designated grandchildren

2 The remainder to go to fund The James Brown I Feel Good Trust to provide education benefits for needy and deserving children

21 An Advisory Board document was also executed on August 1 2000 and witnessed by Hynie and Brown s daughter Vanisha confirming that Brown was open about his decision

22 Between 1999 and 2007 the Cannon Group siphoned off more than $12 Million of Brown s assets No evidence has surfaced to date (February 2009) to suggest that Brown was aware of these transactions

23 On June 11 2001 while married to Javed Ahmed Hynie gave birth to a son [8]

24 On November 19 2001 Hynie and Brown executed a prenuptial agreement Hynie and Brown obtained a marriage certificate in which she asserted the marriage as her first On December 14 Hynie and Brown participated in a marriage ceremony

25 In 2002 Brown s daughters Deanna and Yamma sued Brown for $1 Million

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[8] According to Mary Holmes Hynie left Brown for a period went to Las Vegas and returned pregnant According to Dallas Brown had a vasectomy 17 years before his death According to F Brown the name of James II s reputed father not Brown was generally known This matter could be resolved quickly with DNA testing

claiming royalties on his songs including ones published while they were 3 and 6 They asserted that Brown was withholding royalties because he was mad over their 1998 efforts to force him into rehab and that he had vowed they would never get a dime of his money The case received a great deal of press and hurt Brown The amount of the settlement is unknown

26 On November 23 2003 a Publishing Company called Geronimo Music Ltd was formed in which Cannon Dallas the 1999 Trust and Frank Copsidas appear with the Irrevocable Trust This was the first time the Cannon Group appeared to work cooperatively with Frank Copsidas [9]

27 In 2004 Brown filed a Petition for Annulment of his marriage to Hynie citing her failure to reveal her marriage to Ahmed or to have divorced Ahmed (See petition for annulment dtd 1/29/04) Thereafter Hynie commenced an action in Charleston County S C to annul her marriage to Ahmed Ahmed was never personally served The pleading failed to mention the birth of James II and did not seek termination of Ahmed s parental rights The annulment was granted on July 15 2004 [10]

28 On March 1 2004 Frank Copsidas signing for Geronimo converted Geronimo to a Delaware LLC managed by members The 2000 Irrevocable Trust was listed as a 51% owner

29 On June 14 2004 Hynie answered and counterclaimed in the annulment against

---

[9] Copsidas and his company Intrigue Music Management LLC (Intrigue) and another company he represents Ransom Notes along with law firm Greenberg Traurig (GT) figure heavily in the Brown affairs from 2003 through the resignation of the Cannon Group GT a defendant in the Estate/Trust s suits to recover the $12+ million and Copsidas who has filed a substantial claim against the Estate are represented by the same counsel Nelson Mullins (NM)

[10] In 2008 Ahmed who had returned to Pakistan gave testimony to a notary that he was not married to anyone else as Hynie alleged when he married Hynie that contrary to her allegations he and Hynie had lived together as man and wife and that he knew nothing of the purported annulment proceeding when it was brought

Brown Brown replied on July 3 to Hynie s counterclaim seeking DNA testing of James II to determine his parentage Thereafter the Court issued a consent Order dismissing Brown s case based on Hynie s agreement to hereby forever waive any claim of a common law marriage to the Plaintiff both now and in the future

30 In 2004 Brown suffered from cancer

31 Between 2003 and late 2006 Brown s net road revenues (gross $18 Million) went into Cannon s wholly owned company Seventh Decade (7th Decade) Cannon asserts that Brown was an employee of 7th Decade and that Brown if he performed properly would receive a salary of $100 000 00 per month

32 Mr Brown was tired and worn out in the months prior to his death He was increasingly exhausted and sick

33 On July 14 2006 Cannon received a $900 000 00 Universal check payable to M & T Bank which should have been applied to Brown s royalty debt Cannon misappropriated the $900 000 00

34 On October 12 2006 Phil Farr CPA who worked with Cannon on Brown s matters finalized Brown s 2005 income tax return Farr reported that Brown s gross income for 2005 as $110 000 00

35 On October 18 2006 and October 20 GT sent a letter to Mr James Brown c/o David G Cannon, DGC Associates in which GT attorney Joel Katz asked that Mr Brown review and sign what has become know as the October 18 Letter The letter asserted that [Mr Brown] had authorized GT and Intrigue to assist [Brown] in exploring possible buyer for or lender in writer s share of revenue (the New Transaction) and that the New Transaction called

for the payments exceeding 30% of a sale to Copsidas GT and the Cannon Group

36 The letter confirmed that [t]hese fees are not set by law but rather are an understanding reached between us and formalized by this agreement you have the right to independent counsel (including without limitation Mr Dallas) The GT October 18 Letter was signed by the other parties and then Brown s purported signature was placed on the document on November 22

37 After Brown s death Bradley claimed he also was entitled to 5% of any sale of Mr Brown s royalties image and persona Likewise in November 2007 Toby Byron claimed 5% saying it was promised to him by Dallas on November 15 2006 [11] The October 18 letter to which Cannon Dallas and Bradley still cling would give them $16 5 Million of a $100 Million sale of the Brown assets It would give their advisors GT Copsidas and others another $17+ Million

38 Hynie was in California in December 2006

39 Brown s death certificate on which daughter Yamma was the informant confirmed that Brown s last wife was Adrienne Rodriguez

40 All of Brown s Estate Planning documents contain *In Terrorem* clauses admonishing his Heirs and past and future spouses not to contest his Will or Trust or commence other legal proceedings which would be an affront to [his] wishes

41 The day after Brown s death on December 26th GT formed a Delaware Corporation the James Brown Music Education Foundation LLC which began internet postings in direct

[11] Byron later withdrew the claim in writing

competition with Mr Brown s Estate and the 2000 Trust [12]

42 On December 27 2006 Deanna Thomas signed a document to become a Trustee of the 2000 Trust and Yamma Lumar an assistant to the Board of the Trust

43 Within a week of Brown s death Dallas created a new Schedule B to the 2000 Trust listing documents purportedly transferred to the Trust during Brown s lifetime (Dallas Schedule B) Dallas and Cannon presented the fabricated Schedule B to the Court the SAs and others as part of the 2000 Trust

44 According to Forlando Brown in the early months of 2007 the Brown family was occupied with plans to take over Mr Brown s assets They also met at the home of Yamma Lumar with Mr Levenson Dr Terry Cox Al Sharpton and others regarding their plans

45 On January 24 2007 the Levenson clients filed an Emergency Petition to restrain and remove the Cannon Group as PR/Trustees

46 After a nominating process Buchanan and Pope were appointed Special Administrators (SAs) in an Order dated March 7 They had a limited non fiduciary oversight role

47 On March 5 2007 the Cannon Group met in Atlanta with GT attorneys Their attorneys were Bill Hammond Powell Goldstein (PG) and Greenberg Traurig (GT) The Cannon Group secretly voted that the 2000 Trust would be controlled by a majority of GT attorney Joel Katz Frank Copsidas Cannon Dallas and Bradley This election was concealed until after their

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[12] The Music Foundation was discovered by Robert Buchanan and me as SA s At First Cannon Dallas and Bradley denied any knowledge of the entity They later said they knew it existed but though it was only a vehicle to receive funeral flowers Because discovery has been stayed the actual involvement if any of Brown children named as directors has not been explored

resignations

48 By March 24 Forlando Romunzo and Terry Brown had decided to (temporarily) cast their lot with the Cannon Group [Deposition F Brown Case 122 10/31/07 p 20]

49 At their first meeting with Buchanan and Pope on March 26 the Cannon Group asked the SAs to approve a sale of Mr Brown s royalties for $26 Million but refused to allow Buchanan and Pope access to records to conduct any due diligence They proposed to distribute the sale proceeds in accordance with the October 18 GT Letter

50 By June using the name of William Forlando Brown formed part of Dr Cox s team the Graham Windsor Group (GWG) seeking investors for a $100 Million to purchase of the Brown assets [13] Cox s June projections included a share of the IPO or a kickback for members of the Cannon Group [14]

51 Having been denied access to basic records Buchanan and Pope obtained an Order granting access to the Trust s checkbook and discovered the $900 000 00 taking A week before Cannon and Dallas had received from Powell Golstein documents to move the situs of the 2000 Trust to Georgia

52 On July 27 Buchanan and Pope moved to remove 1 or more Trustees

53 The secret actions of the Cannon Group PG Hammond and Farr accelerated Details of the secret plans were slowly revealed over the following 18 months and all details are

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[13] Terry Brown also associated with GWG on the Brown project which was called The James Brown Legacy until Buchanan and Pope advised them to cease and desist from unauthorized use of Mr Brown s name They then referred to themselves as TJBL

[14] On November 20 2007 Cox told the Court that his lawyer would not have let him give a kickback [Tr Hearing 11/20/07 pp 446 447]

still not known The Cannon s group plan was

a Thwart the Estate/Trust s effort to recover the $12+ Million they had siphoned off since 1999 and in addition collect $16 5 Million from a sale of the Brown assets

b Dallas and Bradley to pretend to distance themselves from Cannon appearing shocked disturbed and indignant about the $900 000 00 taking

c Dallas and Bradley would pretend to seek recovery of funds Cannon had taken even having pictures of themselves taken while investigating his wrongdoing

d Cannon and Dallas would engage the help of the AGs of those states to catch Buchanan and Pope in some wrongdoing they would set up [15]

e The AGs would be told that Buchanan and Pope were pawns of Hynie and the Family

54 On July 30 Cannon secretly resigned and Hammond was secretly appointed Trustee

55 On August 2 Hammond wrote M & T Bank asserting that Cannon s misappropriation of the $900 000 00 was accidental By August 9 2007 the Cannon Group had all filed with the Court affidavits asserting that only Cannon knew of the $900 000 00 transaction

56 On August 10 2007 David Cannon resigned as PR/Trustee He returned $350 000 00 of the money he took By August 16 he had wired $866 000 to Honduras

57 In September 2007 Cannon Dallas and Bradley filed claims against the Estate seeking more than $16 5 Million

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[15] Dallas and Bradley decided to trap the SA s by filing a Motion to Declare JBE Inc to be an asset of the Estate knowingly filing a false stipulation that JBE Inc was never transferred to the 2000 Trust or received by the Trustees and then having the AGs catch the SA s in the error of agreeing with them Of the attorneys for the Cannon Group Hammond was an active participant in the Plan to discredit Buchanan and Pope The participation of Stan Jackson has not yet been fully explored Lewis and Babcock did not know of the Plan The participation of PG has not been explored because PG has refused to deliver its file In violation of the August 10 2007 Order Cannon Dallas and Bradley have refused to direct PG to deliver the file

58 On September 23 PG billed the Brown Estate $48 000 PG has since refused to turn over its files for services rendered while the Cannon Group ran the Trust They now represent Forlando Brown in the Federal Suit

59 In the fall of 2007 an assistant AG developed a relationship with Cannon Bradley Dallas and Bill Hammond On November 13 Hammond wrote the SC and GA AGs re looking for document appointing me as Trustee Hammond and Dallas concealed this purported appointment until March 7 2008 Cannon wrote a friend saying things were going better since they got the AG involved (see Exhibit C)

60 On November 15 Cannon repeatedly asserted his Fifth Amendment rights The hearing continued on November 20th when Dallas and Bradley resigned as PR/Trustees and the Court appointed Buchanan and Pope as PR/Trustees

61 On November 26 Terry Cox notified one of his investors that he had been assured by a Sr Assistant AG that Buchanan and Pope would be removed and he [the AG] would appoint a new Trustee to work with the [Cannon Dallas Forlando Terry Brown Cox] group (See Exhibit D) Byron informed the PR/Trustees that Dallas promised him 5% of any royalty sale with Bradley which brought the percentage of any sale claimed by the Cannon Group GT Copsidas and Byron to more than 40%

62 By November 27 the assistant AG had asked Buchanan and Pope to resign They would not out of concern for how it would affect the resignations and claims of the Cannon Group and the Estate/Trust s claims (See Exhibit D)

63 The AG s office filed various motions trying to set aside the appointment of Buchanan and Pope using affidavits of Dallas and Bradley to support their positions The AG

later confirmed Buchanan and Pope were appropriate PR/Trustees

64 On December 18 Buchanan and Pope withdrew the former PR/Trustees Motion to Declare JBE Inc an asset of the Estate

65 Carrying out the plan by December 26 Hynie Brown Terry Daryl Vanisha Deanna and Yamma had all filed suit to declare James Brown s 2000 Will and Trust void

66 On December 31 Bell and PG verified a complaint to be filed in Federal Court alleging Judge Early s acts were improper seeking to enjoin Buchanan and Pope from taking any action as Trustees and returning the Cannon Group as Trustees of the 2000 Trust It was filed on January 3 2008

67 On January 6 2008 Buchanan and Pope served a response to all motions opposing the November 20 Order appointing them They request that the Court conduct a full hearing on the propriety of their appointment and make the following findings

1 It was proper to have PRs and Trustees serving in both capacities

2 They had ethically and properly performed their service as SAs and their claim for past services was properly ordered by the Court

3 They could ethically serve simultaneously as PRs and Trustees under Mr Brown s Will and the 2000 Trust and had properly done so since November 20 2007

68 On February 5 2008 the PR/Trustees brought an action against the Cannon Group and others seeking actual and punitive damages in connection with more than $12 million in alleged losses since 1999

69 Beginning with a February 26 motion to disqualify Louis Levenson in Case 122 Forlando Brown and the Levenson clients and their attorneys engaged in personal attacks which wasted the time and resources of the Estate/Trust and the Court In addition beginning in

February the settling parties directly and indirectly interfered with the proposed Christie s sale and the PR/Trustee s management of the Estate/Trust

70 On March 27 Terry Brown and the Forlando/Cannon/Dallas Bradley/Cox group (TJBL) presented various letters of intent related to possible offers (total $92 Million 102 Million) to buy all Estate/Trust assets The offers remained open for only 3 days and required the assets to be free of liens and claims

71 Between April and July 17 Hammond Forlando Dallas Bradley and others made numerous attempts to stop the Christie s sale On the day of the sale Deanna Thomas conducted a media interview to complain about the sale Buchanan and Pope s motion to have these people be held responsible for the losses resulting from these actions are still pending

72 On July 30 the AG confirmed that there should be 3 Trustees as Brown provided and that he supported the permanent appointment of Buchanan and Pope

73 After a secret mediation on August 10 2008 without consultation or consent of the PR/Trustees Hynie Brown the Levenson Clients and the AG announced that they had reached a settlement

74 In November 2008 Buchanan and Pope were in Federal Court for 2 days attempting to prevent Forlando Brown s injunction against the Trust which if granted will paralyze the Estate/Trust

75 By January 30 2009 Forlando Romunzo and Terry Brown joined the settling parties to give away even more in value than the disastrous original settlement Instead of being candid with the court regarding the estimated $12 $14 Million legal fees for their own counsel the settling parties began to attack Buchanan and Pope

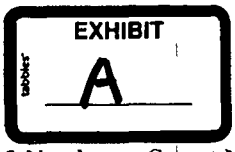
76 The PR/Trustees are informed and believe the cost of the contest of the 2000 Will and Trust of James Brown should be paid by those adults who have contested it by charging their former interest with the costs of all defense as proposed above

FURTHER DEPONENT SAYETH NOT

Adele J Pope
ADELE J POPE

SWORN TO before me this
23rd day of February 2009

Laura W Mangum (L S)
Notary Public for South Carolina
My Commission expires 8/31/2014



212 Newberry Street NW
Aiken, South Carolina 29801

March 10 2008

The Honorable Henry Dargan McMaster
Attorney General for the State of South Carolina
State of South Carolina — BY FAX ONLY
P O Box 11549
Columbia SC 29211 1549
Fax # 803 734 3677

Re The Estate of James Brown
The James Brown 2000 Irrevocable Trust
Our File No 8377

Dear Attorney General McMaster

We understand that Sonny Jones may be meeting with you this Wednesday March 12th to discuss matters related to the Estate/ Trust of James Brown We respectfully request an opportunity to also meet with you that day (Bob by telephone from Florence) to discuss an immediate opportunity that we may lose if we cannot resolve the position you are taking with respect to our service as Personal Representatives and Trustees (PR/Trustees)

We have an opportunity for what it is hoped will be a 75th Birthday Musical Television Salute to Mr Brown which could both provide critical funding to help the Estate/Trust survive until the Christie s sale and help provide some of the funds necessary to vigorously defend the Elective Share Will and Trust contests (Mr Brown s birthday is in early May)

Unfortunately after our attorney has done his best the producers will not accept a contract without our providing both assurances that we have the full authority to enter into a license agreement with respect to the name likeness etc but that we will indemnity them against any challenges to the project based on our lack of authority

As you know the former PR/Trustees as the Court has found left the Estate and Trust in such bad condition that at this point we cannot with any confidence assert whether the image and persona are owned by the Estate by the Trust by a Brown Entity owned by either the Estate or Trust or in combination

There are no funds in the Charitable Trust at this time Only about $800 has ever been placed in the Charitable Trust (used to apply for Charitable Recognition) And the current challenges make further funding impermissible at this time Under both the Will and the 2000 Irrevocable Trust however the majority of the value of Mr Brown s assets are expected to go

into the James Brown I Feel Good (Charitable) Trust upon conclusion of a successful defense of challenges to the Will and Trust)

We could however easily make a representation in our capacities as Trustees PRs and Officers of James Brown Enterprises Inc that among the three we hold all such rights Your challenge to our service as Trustees has made us uncomfortable in going forward with such a representation and this wonderful opportunity to enhance the name and image in a positive way Based on our own review and advice of counsel the present contract s $150 000 00 nonrecoupable advance and contract terms are fair And they do not impair our rights to a later stage play or movie because of the limited scope of the project

After much study we have concluded that it is in the best interest of the Estate/Trust for the 3 5 year term not to consider any sale of the royalties This is based in part on our need to resolve (favorably we hope) $35 $45 Million of claims now pending against the Estate It is also based on the performance of the Royalty backed note and many other factors including our lack of resources to conduct a full review of what we have in masters etc Thus projects such as the one we have before us provide a great opportunity to generate revenues and enhance the use of Mr Brown s catalogue – bringing down the royalty note debt

We would also like to talk to you about our belief that the Estate/Trust can only be properly protected and defended by the same persons Since all assets under the Will and Trust end up in the same place we believe we need to focus now on marshaling protecting and management of the assets Most importantly we need to defend against

1 $35 $45 Million of claims including about $15 Million of Messrs Cannon Dallas and Bradley

2 The claim of Tommie Rae Hynie Brown to be the spouse

3 The attempt of 5 of the 6 acknowledged children of Mr Brown and all except 2 grandchildren to set aside both the Will and Trust

4 The attempt by the remaining child and 2 grandchildren to return Buddy Dallas David Cannon and Al Bradley as Trustees and move the Trust to Georgia

5 The Pullman Group New York Claim (in addition to the $31 Million filed claim)

We certainly expect Mr Dallas and Mr Bradley to continue to challenge our authority through appeals In our opinion they no longer present a credible threat to the Estate/Trust s ability to function at its best The challenge of the Attorney General of South Carolina does continue to impair that ability

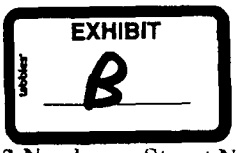
We thank you for your consideration If you are unable to meet w th us this week we hope that we will have an opportunity to do so in the future

Sincerely

Robert L Buchanan Jr

Adele J Pope

AJP lwm
C Havird Jones, Jr Esquire
Mary Frances Jowers Esquire



212 Newberry Street NW
Aiken South Carolina 29801

March 13 2008

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

BY FAX ONLY

Re The Estate/Trust of James Brown
Our File No 8377

Gentlemen and Ms Jowers

We write to enclose the latest motion filed received today by Buddy Dallas and Alfred Bradley presumably also working with David G Cannon The motion is apparently trying to set aside the resignation of Cannon Dallas and Bradley as well as the obligations which Mr Dallas and Mr Bradley had to comply with the Court s Order of August 10 2007

In short Mr Cannon Mr Dallas and Mr Bradley now appear to be taking further steps following up their secret behavior which took place last July in order to remove James Brown s wonderful gift to the State of South Carolina to the State of Georgia escaping appropriate scrutiny of the Court

As you have repeatedly heard we were both present in March of 2007 when Messrs Cannon Dallas and Bradley proposed to sell Mr Brown s royalties for $26 million taking millions for themselves providing huge payments to Greenberg Traurig and Frank Copsidas exposing the Estate/Trust to a multi million dollar claim of David Pullman and leaving virtually nothing except a tax bill for Mr Brown s Estate and Trust

Over the year between March 2007 and March 2008 as we were accused of bankrupting the Estate by not approving such a sale this purportedly bankrupt Estate has increased in value The problem now however is that there are no funds to protect this valuable legacy for the State of South Carolina And much of our resources are being spent defending criticism and attacks upon us by the Attorney General of South Carolina and by others inspired by the Attorney General s attacks on us

As of today the Estate has approximately $30 000 in the bank and approximately $4 000 in a savings account Although the Court ordered us to receive pay as Special Administrators each of us has received only $15 000 under that Order This would not even pay the costs that we have incurred – much less any fee

As Ms Pope explained this morning to Ms Jowers as PR/Trustees we are now defending Mr Brown s Estate Pl in (he defined his Will and Trust as his Estate Plan see the Will and Trust) in the following actions

1 Claim of the Attorney Gener al of South Carolina that we do not have authority to act

2 Claims of Albert Dallas and Alfred Bradley that we do not have authority to act filed in the Court of Appe als and in the Circuit Court

3 Suit filed by Orlando Court in I ederal Court asserting that we have no authority to act as Trustees

4 Multi million dollar claim of David Cannon against the Estate of James Brown (summons and complaint filed last week)

5 Multi million dollar claim of Albert Dallas against the Estate of James Brown (summons and complaint filed last week)

6 Multi million dollar claim of Alfred Bradley against the Estate of James Brown (summons and complaint filed last week)

7 Claim of Tommie Rae Hynie Brown to 1/2 of Estate as well as her claim that both the Will and Trust are invalid

8 $31 million claim of David Pullman which we believe to be worthless but which if a sale takes place will subject the Estate/Trust to substantial exposure

9 Claim of 5 of 6 children and majority of grandchildren that both Will and Trust are invalid

10 Attempts by former Trustees to remove the entire Trust from the protection of the Courts the Trustees and the Attorney General of South Carolina

As you see we have formidable challenges before us We take great pleasure in defending Mr Brown s Estate Plan as we believe that he did not intend his property to go to his children that Ms Hynie Brown was not his wife and that he intended to create a South Carolina charity for educational benefits as stated therein

Your attacks on our standing to defend the Estate Plan are exacerbating the problems caused by these multiple lawsuits and attacks on the Trust

We urge you to reconsider your position and to support us We believe that it would be a travesty for any one of the three former Trustees under any legal or equitable theory to reassume any position of authority or control over Mr Brown s Estate Plan

We urge you to reconsider your former positions and assist us with this

Thank you for your immediate consideration

Sincerely

Robert L Buchanan Jr

Robert L Buchanan Jr

Adele J Pope

Adele J Pope

AJP lwm

WS rver doc \BROWN \DMINISTRATION\ TR SC ATTY GEN ? p1



From: "Walt Inabinet" <incomm@barnwellsc.com>
To: David Cannon <dcannon@barnwellsc.com>
Subject: RE Walt
Received: Sun 28 Oct 2007 08 30 41 -0400

I too of course hope and pray the legal proceedings will soon come to a favorable close Moreover though I care about you and Maggie personally and how you are doing emotionally physically and mentally You are both too good to be put through any kind of even remotely public ridicule Knowing a bit what it's like to be a high profile person I know people can be especially inconsiderate believe only the worst of rumors forget there are real people and lives involved and turn their backs on those they called (in name) friends during better times. Just know I am ready willing and able to go to the mat for you and Maggie be it publicly or privately in whatever way you need no matter what the immediate and long-term future may hold Rosie and I love you both and believe in you no matter how the legal proceedings turn out. Though my talents and abilities may be limited know I'm here for you both in whatever way you want. Give Maggie my love Stay strong my friend

—Original Message—
From David Cannon [mailto dcannon@barnwellsc com]
Sent Saturday October 27 2007 10 53 AM
To Walt Inabinet
Subject Re Walt

You are not bothering me The tide seems to be turning I went to the Attorneys General of SC & Ga and they have entered the proceedings The Judge and other attorneys have been quite

I have told my story to both and hopefully we can move on and get this THING over with

Thanks Again

David
— Original Message —
From "Walt Inabinet" <incomm@barnwellsc com>
To David Cannon <dcannon@barnwellsc com>
Sent Saturday October 27 2007 7 42 AM
Subject Walt

> David
>
> Don't mean to bug you but just checking in to see if there s anything I or
> Rosie can do for you or Maggie Thinking about you both
>
> Walt
>
>

From. "David Cannon <dcannon@barnwellsc.com>
To "Walt Inabinet" <incomm@barnwellsc com>
Subject Re Walt
Received Fri 16 Nov 2007 13 28 33 -0500

Yes bad day A group from Barnwell and Charleston will be in the court room Tuesday 20th at 9AM in support of me If you would like to come please do I did not want this to happen without you knowing about it

Thanks

David
—— Original Message ——
From "Walt Inabinet" <incomm@barnwellsc com>
To David Cannon <dcannon@barnwellsc.com>
Sent Friday November 16 2007 7 33 AM
Subject Walt

> David
>
> Sounds like you had a long stressful and exasperating day Thursday Just
> know I'm still in your corner keeping you and Maggie in my thoughts and
> prayers, and proudly consider you a friend a good man with a good heart,
> and someone I d go to the mat for You hang tough Please convey my love
> and
> best wishes to Maggie Again if there s anything at all I can do for you
> just let me know Stay strong my friend
>
> Walt
>
>

EXHIBIT

EXHIBIT D

Adele J Pope

From Alvin Calvin (herrach regroup@yahoo com)
Sent Friday November 30 2007 11 52 AM
To adele@popelawfirm com
Subject FYI Fwd Fw JB Project

November 26, 2007

Email 11/26/07
Cox - Heflin
"JB Project"
Senior Assistant Attorney General reported to be Selecting Trustee to work with Cox, Cannon Bradley Dallas, Forlando (William) Brown

Marrion Heflin <mheflin@nevissecurities com> wrote

To themachinegroup@yahoo com
Subject Fw JB Project
From Marrion Heflin <mheflin@nevissecurities com>
Date Tue 27 Nov 2007 20 48 01 +0000

Sorry for the delay Terry s e mail is below mine
Original Message
To Terry Bradford Cox
Sent Nov 26 2007 6 01 PM
Subject Re JB Project

Thanks for the update Am I still your guy or are you engaging other players to perform my role? I only ask so that I am prepared to deliver to include involved in the due diligence

Original Message
From Terry Bradford Cox PhD
To Marrion Heflin
ReplyTo Terry Bradford Cox
Sent Nov 26 2007 1 25 PM
Subject RE JB Project

Marrion
It is tough to say anything when this deal changes every 3 hours I am not being facetious In short Buddy Dallas resign as the trustee In a Tuesday with the caveat that the court would look to me going forward I then was asked to present my ideas in the judges chambers I am suppose to have a meeting with the new trustees this week that is if they stay the trustees I had a conversation with the Senior Assistant Attorney General of South Carolina this morning He is preparing a motion to have them removed and told me that he would select a trustee for me to work with I am to have a meeting with him and the AG from GA by next Monday

Everything has been so mercurial it has held the development hung on pins I believe everything can to happen within the next position to move very quickly with due diligence and funding We may have to do everything within 90 d

William F Hammond

From	Bill Hammon
Sent	Thursday A
To	William F H
Subject	FW FW St e Research

EXHIBIT E

James Brown
Matter

IRS CIRCULAR 230 DISCLOSURE Pursuant to United States Treasury Department Regulations the firm is now required to advise you that unless otherwise expressly indicated any federal tax advice contained in this communication including attachments and enclosures is not intended or written to be used and may not be used for the purpose of (i) avoiding tax related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any tax related matters addressed herein
ATTORNEY-CLIENT PRIVILEGED DO NOT FORWARD THIS E-MAIL WITHOUT PERMISSION
The information contained in this transmission is privileged and confidential It is intended only for the use of the individual or entity named above NOTE E-mails are not a secure method of communication They may be copied and held by various computers through which they pass
Individuals not participating in our communication could intercept them
You have consented to receive communications from the firm via e-mail If you should change your mind please advise the firm immediately

William F Hammond
Hull Towill Norman Barrett & Salley P C
P O Box 1564
Augusta GA 30903-1564
706-722-4481

----Original Message-----
From Sonny Jones [mailto AGSJONES@ag state sc us]
Sent Tuesday November 27 2007 5 53 PM
To Bill Hammond
Subject Re FW State Law Issues- Brown Estate Research

Your time is appreciated See the attached letter I sent to the court for an extension

We will still need your affidavit so please continue to work on it Per my conversation w/ Adele today she declined to resign so we are arming to proceed we will talk in detail as things develop

The game was not that good but it still looks like a W from here

>>> Bill Hammond <whamm@bellsouth net> 11/27/2007 5 39 05 pm >>>
I sent these to the SA s since I realized they were not printed out and included in my file which I was ordered to turn over to the SA s under the order of August 10th 2007 They called and immediately attempted to get me to renounce my opinion on the ownership of JBE Inc and I stood my ground They were very aggressive and argumentative when they called I told them I could not change the facts and the law applicable to those facts in SC was clear to me Bill

PS Sonny I am never wrong even though only by 3 points and 3 seconds to go Ha

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF AIKEN)	Civil Action No 2008-CP-02-1647
Henry Dargan McMaster, in his capacity as Attorney General of the State of South Carolina, Daryl Brown, on behalf of his minor children, Lindsey Delores Brown and Janise [redacted] B[redacted] Deanna J Brown Thomas, on behalf of her minor child, Jason Brown Lewis, Yamma N Brown, on behalf of her minor children, Sydney L[redacted] Carrington L[redacted] and Tonya Brown, Vanisha Brown, Larry Brown, Tommie Rae Hynie Brown, and James [redacted] B[redacted] through his Guardian ad Litem,	
Petitioners,	
vs	**AFFIDAVIT OF ALBERT H DALLAS**
Albert H Dallas, Alfred A Bradley, 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 Jeanette Mitchell,	
Respondents	

AFFIDAVIT OF ALBERT H DALLAS

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths in the State of Georgia, came Albert H Dallas, who under oath deposes that the following facts are true and correct

1 I am a member in good standing of the State Bar of Georgia as a practicing attorney and was closely associated with the late James Brown also known as "The Godfather of Soul," the world icon

2 To evaluate Mr Brown's personal assets and Trust assets one would have to consider the writer's share of music and publisher's share of music of a vast catalog of over 800 songs created by James Brown, Mr Brown's mansion and approximately 60 acres of land, publicity and rights of persona of the James Brown image and brand worldwide, and about 14,000 items of personalty and memorabilia

3 In the year 2006 the Elvis Presley Estate sold for $115 million Elvis was predominantly a North American artist whereas Mr Brown's notoriety included all of the world markets

4 It is not improbable that the total value of the Estate and Trust can approximate $100 million

5 This number would, however, have to be discounted by the present economic conditions

6 I'm not in a position to evaluate but doubt that any discount would exceed 30%

7 While carrying out my duties as Trustee, I contacted numerous knowledgeable sources, which helped frame my opinion of value The present litigation however is having serious negative impact on the ability to generate revenues, which impacts the value of the Trust assets

FURTHER AFFIANT SAYETH NOT

SWORN to before me this 24th)
day of March, 2009)
[signature])
Notary Public)
State of Georgia)
My Commission Expires 6/1/2010)

[signature] LS
Albert H Dallas

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 of South Carolina and Others,	)
Petitioners,	)
v	) JOINT AFFIDAVIT OF
	) ROBERT L BUCHANAN, JR
ALBERT H DALLAS, ALFRED A BRADLEY and DAVID G CANNON, and Others	) AND 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, ROBERT L BUCHANAN, JR AND ADELE J POPE, who being duly sworn, deposes and says

1 The original clients of Louis Levenson in James Brown matters are Daryl, Terry, Larry, Venisha Brown, Deanna B Thomas, Yamma B Lumar and Jason B Lewis and Lindsey Delores Brown (the "Original Levenson Clients")

2 The current attorneys for the Original Levenson clients include Georgia attorneys, Mr Levenson, Bryan Cave, LLP (formerly "Powell Goldstein"), David B Bell and Lori Christman

3 Attached to this affidavit as Exhibit A is a Return[1] we recently filed in Federal Court We ask the Court to take judicial notice of that entire proceeding

4 Attached hereto as Exhibit B is an article related to copyright terminations which we

[1] Exhibits not included

received today from the Estate/Trust's Exempt Organizations attorney, Alan F Rothschild, Jr , Esquire It suggests that a successful termination of a copyright grant is a feat "accomplished against all odds "

5 Since the Estate/Trust opposes all terminations of Mr Brown's copyrights by purported heirs, we continue to believe that the heirs' Federal Copyright Termination Rights are of virtually no current value, that any finding that they are of substantial current value is false or misleading [2]

6 We are unaware of any Copyright Termination Right Assignments or attempted assignments by any party to the March 26 Agreement

7 We are informed that

A Successor PR/Trustees for the James Brown 2000 Trust can be appointed only by us, or, if we fail to act, by the Advisory Board if then in existence [See Letter of July 30, 2008, attached as Exhibit C]

B Fiduciaries cannot represent the 2000 Trust and the families' interest at the same time [See February, 2008 interview, attached as Exhibit D]

8 Estate documents confirm that James Brown reasonably anticipated that the Original Levenson Clients, and others, would sue him The attached Estate Records confirm media reports that Deanna and Yamma sued Mr Brown in 2002 for $1 Million [3]

9 We are informed and believe that Russell Bauknight, who has accepted positions for the family, cannot and should not serve in the following positions

---

[2] "Heirs" of James Brown who are not parties to the March 26 Agreement may have limited future rights

[3] Deanna Yamma Publishing Company, Inc V James Brown, et al, United States District Court, Civil Action File No 1 02 -CV-2353-HTW [Exhibit E]

A Personal Representative, Estate of James Brown,
B Trustee of the James Brown 2000 Trust, and
C Trustee of any James Brown assets

10 When we met with Mr Bauknight the one time we met, he advised that Levenson had called him some time back about running the Estate

11 We do not intend to resign as PRs and/or Trustees until we have fulfilled our obligations to the James Brown Estate Plan, taxing authorities, creditors and those parties who did not join in or support the March 26 Agreement

12 When we do resign, we believe that it is our duty to appoint successors We intend to do so thoughtfully, with due regard for Mr Brown's desires and appropriate consideration for family members who support his goals

13 If we fail to appoint successors, under Item IV of the Will and Article XIII of the Trust, that duty will fall to the Advisory Board

14 The original members of the Advisory Board were

1 Ella Overton,
2 Willie Glenn, and
3 Deanna J Brown Thomas

15 Ella Overton and Willie Glenn are dead Deanna Thomas' contest of the validity of the Trust, and failure to appeal to the April 8 Order in Case 122, confirm that she does not and cannot serve on the Advisory Board

16 As Judge Early found in the Order dated April 8, 2008 in Case 122, there was no Advisory Board in place as of November 20, 2007 when we were appointed by the Court

17 The Advisory Board was properly constituted on November 15, 2008 with Dr Leonard McIntyre, Dr Ann Carmichael, (Retired) Judge Walter Williams and Ms Inez

Tenenbaum

18 All of the Advisory Board have recently agreed to continue to serve Some of their responses are attached as Exhibit F

19 In addition Coach Larry Campbell has agreed to serve, and we welcome his service A copy of his letter is attached as Exhibit G

20 Russell Bauknight did not return our call last July when he was nominated as a Special Trustee and we called to invite him to visit Beech Island [4]

21 Mr Bauknight has shown no interest whatsoever in the complex working of this valuable, but troubled musical empire

22 Russell Bauknight has made no inquiry whatsoever about the 20+ pending cases, and our handling of those over the last 1 ½ years

23 Russell Bauknight appears to have no understanding whatsoever of the complex CORBIS and PULLMAN litigation which are nearing conclusion

24 The Court has effectively enjoined us by refusing to allow implementation of the February 20, 2008 Case 122 Order Our emergency requests would allow immediate

A Collection of the Joseph Brown house debt owned by the Levenson clients
B Approval of the CORBIS settlement, with GreenLight 2-year contract
C Delivery of the House Tangible Personal Property to family for safekeeping
D Granting of a Right of First Offer to the Graham Windsor Group

and would stop direct, intentional and damaging interference with the Estate/Trust's operation by Plaintiffs

25 Russell Bauknight cannot and should not serve in any capacity with respect to the

[4] Steve Johnson and Xavier Starkes, also nominated, visited Beech Island with us Mr Starkes exhibited enthusiasm for the protection of the Estate/Trust

Estate/Trust because

A He is Trustee of two Trusts which are in direct conflict with Mr Brown's Estate Plan [5]

B He is not impartial

C He is not qualified

D He does not have adequate knowledge or interest in the tax challenges facing the Estate/Trust, or of the 20+ pending lawsuits

E He cannot and will not defend the Estate Plan of James Brown, having pledged to destroy it with the Terry Brown Right of First Refusal and the March 26 Agreement

26 Attached as Exhibit H is just some of the February/March 2009 correspondence related to the irreparable harm the March 26, 2009 Agreement threatens to cause the Estate/Trust of James Brown

27 Attached as Exhibit I are letters we received from the IRS dated March 24, 2009 related to the ongoing estate tax proceeding for Mr Brown's Estate, our correspondence with the IRS dated March 31, 2009, and our correspondence with the Attorney General dated April 1, 2009 regarding same

28 The Right of First Refusal granted to Terry Brown under the March 26 Agreement would irreparably harm the Estate/Trust As just one small example, just the threat of its approval by the Court has prevented approval of the Illinois Corbis litigation This is damaging the Estate/Trust by two years' loss of profitable exploitation of its publicity rights [See Exhibit J] In addition, we review 100 or more requests for licensing clearances each year from all over

[5] The James Brown Legacy Trust and the Charitable Trust to be created by the Attorney General as described in Paragraph 5(b) of the August 10, 2008 document and Paragraph 11(a) of the March 26, 2009 Addendum

the world Reaction to these requests requires quick turnaround - sometimes in just a day or two We are advised that keeping up with such clearances is necessary to preserve value of the James Brown assets A 90 day delay in this process would irreparably harm and diminish the value of the Estate/Trust.

FURTHER DEPONENT SAYETH NOT

ROBERT L BUCHANAN, JR

SWORN TO before me this
2nd day of April, 2009

(L S)
Notary Public for South Carolina
My Commission expires 04-08-2012

FURTHER DEPONENT SAYETH NOT

ADELE J POPE

SWORN TO before me this
2nd day of April 2009

(L.S.)
Notary Public for South Carolina
My Commission expires 3/9/16

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF SOUTH CAROLINA

COLUMBIA DIVISION

Forlando J Brown, Plaintiff, vs Adele J Pope individually and As Trustee of the Irrevocable Trust established by James Brown in August 1, 2000, and Robert L Buchanan, Jr , individually and As Trustee of the Irrevocable Trust established by James Brown in August 1, 2000, Defendants	Civil Action No 3 08-cv-00014-WOB **DEFENDANTS' MEMORANDUM IN SUPPORT OF MOTION TO LIFT STAY OF BRIEFING SCHEDULE**

Adele J Pope, individually and as Trustee of the Irrevocable Trust established by James Brown in August 1, 2000 and Robert L Buchanan, Jr individually and as Trustee of the Irrevocable Trust (Trust") established by James Brown in August 1, 2000 (individually "Pope' and 'Buchanan" and collectively Defendants '), by and through their undersigned counsel, hereby submit this Memorandum of Law in support of their Motion to Lift the Stay of the Briefing Schedule in this matter entered by the Court on February 12, 2009 Attached hereto as **Exhibit B** is a Memorandum that Defendants would file, together with any revisions based on future acts, should the Court grant this Motion For the reasons set forth below, this Motion must be granted

The Stay of the Briefing Schedule must be lifted because Plaintiff's continued demand for injunctive relief is negatively impacting the administration of the James Brown 2000 Trust in multiple ways As an initial matter, delay in this Court's consideration of the requested

injunction against Defendants' continued service as Trustees, and attempts to reinstate Cannon, Dallas, and Bradley as Trustees, impairs Defendants' ability to deal with existing litigation involving the Trust and Estate, affects Defendants' efforts to enhance the royalties, image and persona of James Brown, and impacts Defendants' ability to otherwise administer the James Brown 2000 Trust Moreover, the continued allegations by Plaintiff of improper conduct of the State Court in its appointment of the Defendants still on record while this matter is pending – also negatively affects the proper administration of the Trust Finally, a Stay in the Briefing Schedule obviously delays the ultimate resolution of this matter

Plaintiff's purported basis for a Stay in the Briefing Schedule is misplaced The fact that Plaintiff's father has joined the 'Settling Parties will not resolve the underlying action or end Defendants' service as Trustees Instead the settlement, if approved in its present form, creates adverse tax consequences on at least 25% of the value of the Estate/Trust assets (and the risk of even greater adverse tax consequences), overvalues the challenges to the Estate Plan by the purported spouse and the heirs of James Brown, devalues the assets by burdening them with a right of first refusal should any offer to purchase be made (in favor of Plaintiff's father), and, at a minimum, reduces the value of the charitable trust by more than 50% (including making it responsible for half the Estate or other tax incurred as a result of the settlement) These results will cause irreparable harm to Brown's Estate/Trust and result in an immediate appeal

Defendants have, at the request of the State Court, submitted their proposed Plan of Transition, attached hereto as **Exhibit A** A reasonable time frame for transition is much closer to two years than the thirty days that Plaintiff suggests

For these reasons, Defendants' Motion to Lift Stay of Briefing Schedule must be granted

SOWELL GRAY STEPP & LAFFITTE, L L C

By s/J Calhoun Watson
J Calhoun Watson
Fed I D No 4794
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By s/Elizabeth Van Doren Gray
Elizabeth Van Doren Gray
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Attorneys for Defendant Robert L Buchanan, Jr , individually and As Trustee of the Irrevocable Trust established by James Brown in August 1, 2000

JETER & WILLIAMS, P A

By s/ Daryl L Williams
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Columbia, South Carolina 29202

Attorneys for Defendant Adele J Pope, individually and As Trustee of the Irrevocable Trust established by James Brown in August 1, 2000

Columbia, South Carolina
February 27 2009

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF SOUTH CAROLINA

COLUMBIA DIVISION

Forlando J Brown Plaintiff, vs Adele J Pope individually and As Trustee of the Irrevocable Trust established by James Brown in August 1, 2000, and Robert L Buchanan, Jr , individually and As Trustee of the Irrevocable Trust established by James Brown in August 1, 2000, Defendants	)	Civil Action No 3 08-cv-00014-WOB **DEFENDANTS' MOTION TO LIFT STAY OF BRIEFING SCHEDULE**

Adele J Pope, individually and as Trustee of the Irrevocable Trust established by James Brown in August 1, 2000, and Robert L Buchanan, Jr , individually and as Trustee of the Irrevocable Trust ('Trust) established by James Brown in August 1, 2000 (individually Pope and "Buchanan" and collectively "Defendants") by and through their undersigned counsel move this Court for an Order lifting the stay of the Briefing Schedule in this matter entered on February 12 2009, for the reasons outlined in the accompanying Memorandum in Support of Motion to Stay This Motion is further supported by state and federal case law the Rules of Federal Civil Procedure, and any other material submitted by these Defendants

SOWELL GRAY STEPP & LAFFITTE, L L C

By s/J Calhoun Watson
J Calhoun Watson
Fed I D No 4794
cwatson@sowell com

By s/Elizabeth Van Doren Gray
Elizabeth Van Doren Gray
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Attorneys for Defendant Robert L Buchanan, Jr , individually and As Trustee of the Irrevocable Trust established by James Brown in August 1, 2000

JETER & WILLIAMS, P A

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Columbia, South Carolina
February 27, 2009

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF SOUTH CAROLINA-

COLUMBIA DIVISION

Forlando J Brown, Plaintiff, vs Adele J Pope, individually and As Trustee of the Irrevocable Trust established by James Brown in August 1 2000 and Robert J Buchanan, Jr , individually and As Trustee of the Irrevocable Trust established by James Brown in August 1, 2000, Defendants	Civil Action No 3 08-cv-00014-WOB **DEFENDANTS' MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION AND PERMANENT INJUNCTION**

Adele J Pope individually and As Trustee of the Irrevocable Trust established by James Brown in August 1, 2000, and Robert L Buchanan, Jr , individually and As Trustee of the Irrevocable Trust (Trust') established by James Brown in August 1, 2000 (individually Pope' and 'Buchanan' and collectively Defendants"), by and through their undersigned counsel, hereby file their hereby file their Memorandum of Law in Opposition to Plaintiff's Motion for Preliminary and Permanent Injunction

STATEMENT OF THE CASE

At the age of the Plaintiff, entertainment icon James Brown was working his way up from poverty to earn the title, among others, of the hardest working man in show business Brown's song Please, Please, Please, Please" catapulted Brown, at age 23, to the top of the charts More than 800 copyrighted songs followed, and Brown remained firmly on the musical

scene until shortly before his death at 73 on Christmas Day, 2006 Brown's assets are estimated to have a gross value of at least $100 Million

Brown lacked formal education himself, but he spent a lifetime promoting staying in school as a means to escape poverty and gain respect Brown's Estate Plan provided that the bulk of his assets would go to see that his own grandchildren, and also needy and deserving children could have enhanced educational opportunities

Brown's family members, including Plaintiff, an adult grandchild, knew before Brown's death about his plans to give his assets for education and the needy Before Brown's death with his confidante Mary Holmes present Brown advised four of his children of his intention to give them what they needed and not what they wanted They were given his personal and household effects ('PHE'), and about $2 Million was set aside for the education of their children

Less than one month after Brown s death, however, Plaintiff Forlando Brown, his father Terry, his brother Romunzo and all of Mr Brown's acknowledged children,[1] hired Louis Levenson as their lawyer Their purpose was twofold

a Get rid of David G Cannon, Albert H Dallas and Alfred A Bradley (the Cannon Group"), Mr Brown's Personal Representatives and Trustees ("PR/Trustees"), and

b Have the Court appoint PR/Trustees who would comply with their wishes to obtain Mr Brown's valuable assets -- including his home, royalties, image and persona rights, for themselves

Plaintiff Forlando Brown and the others, through Levenson, were Petitioners in a suit in the Aiken County Probate Court commenced January 24, 2007 The case became S C Circuit Court Case No 07-CP 02 0122 (Case 122) It was the first step in the takeover process Two

[1] These children purported to act for their minor children The PR/Trustees assert that they lacked the authority to do so

years later, Forlando Brown is still a Plaintiff in Case 122, portions of which are now pending in the South Carolina Court of Appeals

The motivation for this federal lawsuit by Plaintiff Forlando Brown, which he has hidden behind the story of an impoverished student wanting only to see his grandfather's last wishes carried out, has now become transparent with recent events in State Court After a series of extraordinary twists and turns, after wasting countless hours of court time and hundreds of thousands of dollars of Estate/Trust resources, Forlando Brown and his father are asking the State Court and this Court to ignore James Brown's wishes by gutting his Estate/Trust for their benefit and approving a "settlement" which fails to carry oout the legacy of James Brown in either its content and form The allegations in this action against the Defendant PR/Trustees of allying with the rest of the Brown family, including purported surviving spouse Tomie Ray Hynie, to obtain assets never intended for them are ironically being mirrored by the current actions of Plaintiff and his father

Terry Brown, who is represented by the same attorney as his son Forlando Brown in both this and the State Court cases, is now asking the State Court to allow him to "buy" Mr Brown s valuable royalties, image and persona rights, even though he has no resources to obtain them, through a Right of First Refusal The purpose of this troublesome proposal by Forlando Brown's attorney is twofold (1) to depress the price of Brown's valuable royalties, image and persona by destroying the market for these assets, which Forlando Brown has testified could sell for $150 Million and (2) to provide an unearned and unconscionable "Finder's Fee" for Terry Brown from Mr Brown's assets even though he had no part in finding the purchaser In addition, the "settlement' proposal exposes the Estate/Trust to $10 or more of unnecessary Estate and Income Taxes, threatening the tax savings the Estate has claimed on the Estate Tax Return through its

Estate Tax charitable deduction It likewise threatens the continued IRS qualification of The James Brown "I Feel Good" Trust Most important, the egregious proposed "settlement" reduces the funds that James Brown provided, in two separate, valid Estate Plans, from a net (based on a $100 Million value) of approximately $80 Million for charitable and non-charitable educational purposes by at least 65%, with the lost funds going either to unnecessary taxes, beneficiaries Mr Brown did not select to receive his assets, or attorneys' fees and costs which the Estate/Trust should not pay What has been presented to the State Court as the purported "settlement" which Terry Brown, Forlando Brown and certain other parties are asking the State Court to approve, along with the supplemental correspondence and Right of First Refusal to Forlando's father, are attached hereto as Exhibit 1

The irreparable harm the purported "settlement" would do to the Estate/Trust is graphically illustrated in the charts attached as Exhibit 2

This is the same proposal which was deemed outrageous and inconsistent with Mr Brown's Estate Plan by Plaintiff and his counsel when discussed with the Court at the November hearing, except that now Plaintiff's father, in addition to a personal share in the carcass of the Estate/Trust, would control the purchase rights to the assets of the Estate/Trust Plaintiff Forlando Brown has, of course, been working as a front man for one potential purchaser since at least the Spring of 2007 (despite initially denying it in an October, 2007 State Court deposition) and made clear in his September, 2008 deposition in this case that he continues to do so Now that the settlement structure allows the Plaintiff to "get his," he is more than willing to rewrite his grandfather's express intentions

STATEMENT OF FACTS

James Brown died on December 25, 2006 leaving assets consisting principally of his royalties, image and persona and publicity rights which have a gross value which has been estimated to be at least $100 Million Plaintiff testified in his deposition in September, 2008 that he could obtain offers of $150 Million

James Brown is alleged to have fathered as many as 12 children who, if confirmed and if had he died intestate, would have been his 'Heirs" under South Carolina law Whether or not so declared under South Carolina law, his biological children may qualify as Brown's "Heirs"under Federal Copyright law Plaintiff Forlando Brown is the adult son of Terry Brown, an acknowledged child of James Brown, and one of the many potential "Heirs"

Brown's third wife, Adrienne, with whom he had no children, died in 1996 In 1997 Brown began a professional and non-exclusive personal relationship with Tommie Rae Hynie ("Hynie") Brown did not know Hynie was married to Javed Ahmed, whom she had married in Texas in February, 1997

Through the years Brown had strained personal relationships with wives, companions and family members Brown's troubles with daughters Yamma and Deanna resulted in part from them forcing him into drug rehabilitation in 1998 [2] Although Deanna and Yamma confirmed that Brown was angered by their intervention and said he would never give them a dime

[2] In their reported 2002 $1 Million suit against Brown daughters Deanna and Yamma claimed an interest in royalties from Brown's songs which they assert they co wrote including at ages 3 and 6 The suit accused Brown of withholding their royalties because they intervened to force him into rehabilitation for addiction to painkillers in 1998 Deanna and Yamma asserted that Brown advised them when he was released in 1999 that he would never give them another dime The suit was defended by Brown's New York Attorney Leon Friedman and settled prior to trial

(confirmed by Dallas), it was Brown's lifelong love of education and desire to help the underprivileged that motivated him

Brown's 1999 Will provided for certain grandchildren (children of 6 named children) a generous (approximately $2 Million) gift tied to their taking advantage of educational opportunities Limiting the gift to education was entirely consistent with Brown's philosophy that people should be given a "way out, not a handout"

Brown was open about forming his Estate Plan with the knowledge[3] of his family

In February 1999, Brown took the first major step towards implementing his Estate Plan He prepared and provided for preservation a voice tape confirming his plan to give back most of his wealth for educational purposes and for the needy The tape was made in the presence of Estate Planning attorney Dewain Herring and others It contemplated the signing of his Estate Plan that day or the next day Brown delayed signing, however, until June 1999

On June 11, 1999 Brown obtained a $26 Million loan from M&T Bank, as Trustee for the New York Teacher's Union (TIAA) Security for the loan was a pledge of royalties from the majority of Brown's more than 800 songs

On June 15, 1999, Brown executed a Will and Revocable Trust implementing his expressed desire to benefit both his grandchildren and needy and deserving children with educational benefits The Will left only personal and household effects ("PHE") to his children (Will) and the remainder to the 1999 Revocable Trust, to be divided approximately as follows

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[3]Section 62 7 104 (a) of the South Carolina Trust Code provides that a person has knowledge of a fact if the person
(1) has actual knowledge of it
(2) has received notification of it or
(3) from all facts and circumstances known to the person at the timein question, has reason to know it

Plaintiff Forlando Brown and witness Mary Holmes have testified under oath of the knowledge of at least one child or grandchild of virtually every act described herein Since all children and grandchildren commenced Case #2007 CP 02 0122 together with the same attorney Defendants submit that it is reasonable to attribute the knowledge of Forlando Brown to his co plaintiff father brother aunts uncles and adult cousins

1 $2 Million to a non-charitable education trust to benefit designated grandchildren,

2 The remainder to go to fund The James Brown "I Feel Good" Trust, to provide education benefits for needy and deserving children [4]

The scholarships provided by the "I Feel Good" Trust were to be used at three South Carolina Institutions – Voorhees College, U S C Aiken and U S C Salkehatchie

A year later, on August 1, 2000, Brown made modifications in his Estate Plan by executing a new Will and the James Brown 2000 Irrevocable Trust While it was very similar to 1999 Estate Plan, the 2000 Estate Plan provided for creation at Brown's death of the Brown Family Education Trust ($2 Million) and the "I Feel Good" Trust (residue) Importantly, the 2000 Estate Plan made Brown's commitment to the education of his grandchildren and needy and deserving children irrevocable [5]

The 2000 Trust, in addition to being irrevocable, was funded by a recorded deed to "Beech Island", Mr Brown's 60+-acre home estate in South Carolina Schedule B of the 2000

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[4] Schedule B of the 1999 Trust recited that Mr Brown s wholly owned company, James Brown Enterprises, Inc (JBE Inc) was transferred to the 1999 Trust but to date it appears that the stock of JBE Inc was not actually transferred and reissued into the name of the 1999 Trust The former Trustees have given changing and conflicting stories as to whether they accepted or managed JBE, Inc as an asset of the 2000 Trust Cannon says they did Dallas and Bradley along with Forlando and Terry Brown and others filed in Case 122 a stipulation that JBE Inc was never transferred to the 2000 Trust or received by the Trustees [Dallas later testified that the court-filed statement was false and he filed it to prevent the Court from removing him as PR/Trustee On June 11,1999 JBE, Inc and Brown jointly assigned their rights, but not their obligations, in royalties to more than 800 songs to newly formed James Brown LLC which then assigned them to M&T Bank to secure the $26 Million TIAA loan Cannon, given investment authority over the loan proceeds, paid himself $4 9 - $5 Million which was not reflected on any closing statement or document related to the TIAA bond Attorney Bill Hammond reported to Buchanan and Pope that Phil Farr Brown s CPA told him there was about $6 Million of expenses from that period that had never been accounted for $10 Million of Brown s proceeds was deposited into a Morgan Stanley (MS) account in the name of JBE, Inc over which Cannon had signatory authority Between 1999 and 2002 virtually the entire MS account was siphoned off with the last withdrawal to Cannon's company As of February 2009 there is no evidence that Brown knew of either the first $5 Million to Cannon or transfers out of MS Accountant Phil Farr prepared JBE Inc tax returns prior to Mr Brown s death and advised the current PR/Trustees, when they were SAs that he had no knowledge before Brown death that JBE, Inc was in the Trust Nearly a year after Brown s death, however, after consulting with terminated Estate/Trust attorney Bill Hammond and David Cannon Farr prepared signed and filed amended 2003, 2004 and 2005 JBE, Inc Income Tax Returns, and original and amended 2006 returns asserting JBE Inc was an asset of the 2000 Trust

[5] Like the 1999 Estate Plan the 2000 Will and Trust left only the PHE to designated children with the remainder to the 2000 Irrevocable Trust to be divided between the non charitable and charitable trusts as stated above

Trust, like the 1999 Trust, recited that James Brown Enterprises, Inc ("JBE, Inc ") was transferred to the Trust In addition, Brown took other steps to assure that JBE, Inc actually be transferred to the 2000 Trust He signed a JBE, Inc corporate resolution and gave a power of attorney to Dallas, his personal attorney, to make the transfer Dallas and Cannon, for as-yet-unexplained reasons, failed to complete the physical transfer and reissue of the JBE, Inc stock in the name of the 2000 Trust[6] No steps were taken in Mr Brown's lifetime to obtain charitable qualification of the "I Feel Good" Trust from the IRS

The 2000 Will and Trust give only PHE to six children Brown acknowledged by name Under the 2000 Estate Plan, everything other than PHE that was owned outright by Brown at death, whether in a corporation or not, passed under the residuary clause of the Will to the 2000 Trust These residuary assets will be added to assets already in the Trust at Mr Brown's death (such as the Beech Island home), to be divided approximately as follows

1 $2 Million to a non-charitable education trust to benefit designated grandchildren,

2 The remainder to go to fund The James Brown "I Feel Good" Trust, to provide education benefits for needy and deserving children

Plaintiff Forlando Brown, as he candidly admits in his deposition testimony, is not a potential beneficiary of the charitable "I Feel Good" Trust, which would receive the vast bulk of

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[6] Mr Brown s failure to transfer his many copyrights including any that may be owned by JBE Inc to the 2000 Trust during his lifetime, has resulted in saving those valuable copyrights from the attempts of Brown s Heirs to recapture or "bump Mr Brown s Estate Plan and capture the benefit of the valuable copyrights for themselves A 2002 amendment to the Federal Copyright law now allows Federal Copyright termination rights to be transmitted by Will Under the residuary clause of Brown's 2000 Wills his many copyrights pass to the 2000 Trust where they will be used for the education of his designated grandchildren and for the education of needy and deserving students attending schools in South Carolina and Georgia A determination of Brown s Heirs is now pending in State Court The PR/Trustees believe it is important to complete the process of determination of Heirs' even though Mr Brown s Heirs rights are minimal, if existent at all and will not begin to mature until 2011 (pre 1978) and 2013 (1978 and later) The ' Heirs determination has been pending since December 2007 and the PR/Trustees assert that it could be quickly concluded (less than 1 year) with controlled DNA testing now in place, of all claiming to be Heirs under either state or Federal Law, discovery on the Hynie marriage claim and a hearing The PR/Trustees submit that this will prevent unnecessary litigation and negotiation in 2011 and 2013

assets under the 2000 Will and Trust As a grandchild, he is an indirect beneficiary of the family educational trust, up to the value of his share in it ("Indirect" rather than "direct" beneficiary because payments under the trust are to be made directly to educational institutions)

If Buchanan and Pope as PR/Trustees are successful in their litigation against the Will and Trust contestants and Hynie, all of Mr Brown's net assets, reduced by only about $500,000 in Estate Taxes and interest, administrative expenses, and the remaining TIAA debt,[7] will go to the 2000 Trust and be available for the educational purposes for which they were intended Based on a value of $100 Million, this would preserved and dedicate for Educational trusts (charitable and non-charitable) net assets with a value of about $79 Million See Exhibit 2, Chart No 1 "James Brown's Intentions 2000 Estate Plan "

If the 2000 Estate Plan is set aside, the 1999 Will and Revocable Trust still preserve the approximately $79 Million for education Mr Brown's scholarship for needy and deserving children would be dedicated to Voorhees College, U S C Salkehatchie and U S C Aiken [See Exhibit 2, Chart No 2 "James Brown's Intentions 1999 Estate Plan "

The suggestion that assets owned by Mr Brown at death, rather than by the 2000 Trust, will have some enhanced exposure to claims of creditors is simply false under the facts of Mr Brown's Trust and Estate The 2000 Trust's exposure to claims of creditors of Mr Brown's estate was first described in a March 6, 2007 opinion letter of Trust/Estate attorney Bill Hammond Hammond's confidential opinion letter was made available to counsel for Forlando and Terry Brown, and all others, in Case 122 in August, 2007 and during document production

[7] Now that Terry Romunzo and Forlando Brown have rejoined Forlando s aunts, uncles and adult cousins in the proposed settlement , it is the PR/Trustees position that all adult settling parties" and minors represented by GALs who have contested the Will/Trust and support the proposed settlement are subject to the *In Terrorem* clauses of the 2000 and 1999 Estate Plans and have forfeited all rights under Mr Brown s Estate Plan This could result in no Estate Taxes being paid by the Estate

in this case See Exhibit 3 Rather, the proposed "settlement", presents the greatest threat to Mr Brown's Estate and 2000 Trust, and ensnares the assets of both

In addition to the Estate/Trust's joint exposure to claims, virtually all of the larger claims and legal actions on behalf of, and against, Mr Brown and the Estate also involve either JBE, Inc or the 2000 Trust[8]

On June 11, 2001, Hynie gave birth to a son who has not yet submitted to the PR/Trustees' established DNA testing, although he has been required to do so by oral order of the Court Plaintiff Forlando Brown has testified in this action that Hynie was not his grandfather's wife at the time of his death and that the father of the child known as James II was generally known not to have been his grandfather Both these positions directly contradict the representations in the settlement which its proponents, including Plaintiff, now ask the State Court to adopt in an order approving that settlement, i e , that Hynie is the surviving spouse of James Brown "for all purposes " Pope and Buchanan continue to defend against the claims of Hynie and her son in State Court [9]

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[8] For example the Pullman NY Litigation was commenced in 2006 in the name of Mr Brown and JBE, Inc The Estate and Trust as their interests appear are suing Cannon Dallas, Bradley and others for the return of the $13 Million missing between 1999 and 2007

[9]On November 19, 2001 Hynie and Brown executed a prenuptial agreement A month later Hynie and Brown obtained a marriage certificate on which Hynie falsely represented that it was to be her first marriage On December 14 Hynie and Brown participated in a marriage ceremony In January 2004 Brown filed a Petition for Annulment of his marriage to Hynie citing as the reason for the annulment her failure to reveal her marriage to Ahmed or to have divorced Ahmed Thereafter Hynie commenced an action in Charleston County S C to annul her marriage to Ahmed Ahmed was never personally served The pleading failed to mention the birth of James II and did not seek termination of Ahmed s parental rights The annulment was granted on July 15, 2004, although service on Ahmed was questionable

On June 14, 2004 Hynie answered and counterclaimed in the annulment against Brown Brown replied on July 3 to Hynie s counterclaim, seeking genetic testing of James to determine his parentage The Aiken County Family Court issued a consent Order dismissing the Brown s case based on Hynie's agreeing to hereby forever waive any claim of a common law marriage to the Plaintiff both now and in the future

Both the 1999 and 2000 Estate Plans named Cannon, Dallas and Bradley as PR/Trustees (The 1999 Will/Trust had additional fiduciaries) Cannon, with an accounting degree, handled Mr Brown's financial matters Dallas was his personal lawyer for 20 years before his death Bradley was his road manager

Between 1999 and Brown's death Cannon, Dallas and Bradley, who held various fiduciary positions with Mr Brown and the Brown Entities, siphoned off more than $13 Million of his assets No evidence has surfaced to date (February 2009) to suggest that Brown was aware of these transactions

In 2002, Dallas prepared documents for the JBE, Inc stock to be transferred to the Trust After Mr Brown's death Dallas advised the current PR/Trustees (then serving as Special Administrators [SAs] of Mr Brown's Estate) that he sent the transfer documents to Cannon, who never presented them to Mr Brown [10]

On November 23, 2003, a Publishing Company called Geronimo Music Ltd was formed in which Cannon, Dallas, the 2000 Trust and Frank Copsidas appear This was the first time the Cannon Group appeared to work cooperatively with Frank Copsidas Brown appears to have

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[10] On August 31 2007 Dallas and Bradley filed a Motion in Case 122 to find that JBE Inc was never transferred to the 2000 Trust At a hearing on September 24 Dallas and Bradley presented an affidavit of accountant Phil Farr with JBE, Inc Tax Returns showing Brown individually owned JBE Inc They asserted that the tax returns were the highest and best evidence of ownership Less than a month later without authorization Farr the terminated CPA amended JBE, Inc Returns for the years 2003, 2004 and 2005 to change the ownership from Brown, individually, to the 2000 Trust He then signed and filed these returns without authorization to do so On December 18, 2007 newly appointed PR/Trustees, Buchanan and Pope filed **and served on Forlando Brown, in Case 122**, a Notice that they were withdrawing the Motion to declare JBE Inc an asset of the Estate made by their predecessor PR/Trustees They did so because it had become apparent that Dallas and Bradley had made false material statements to them and to the Court about JBE, Inc and other matters They advised the Court that could not rely on the Dallas/Bradley representation that JBE Inc was never transferred to the 2000 Trust Cannon s repeated assertion of his 5th Amendment rights for the 15 months since November 15, 2007 and Dallas admitted false statements under oath, have inhibited investigation into a one-sided photocopy of a stock certificate of an **unspecified** corporation (not matching the form of JBE Inc stock) found by Pope's assistant at the Beech Island home in 2008 and immediately circulated to all parties

signed a Publishing Agreement with Geronimo as to some of his songs, referred to as "The Next Step Sound Recordings "

On March 1, 2004 Frank Copsidas, signing for Geronimo, converted Geronimo it to a Delaware LLC , managed by members The 2000 Trust was listed as a 51% owner

Between 2003 and late 2006, Brown continued to have a grueling schedule of road performances which grossed $18 Million The funds were not, however, paid to Brown The performances were largely booked through the William Morris Agency, with Brown's contracts being made and executed by Cannon's in the name of his wholly-owned company, Seventh Decade Productions, LLC ("7th Decade") Cannon asserts that during these years Brown was an employee of 7th Decade, that 7th Decade was entitled to all of the funds from the contracts, that 7th Decade was to pay Brown's income taxes, and that Brown, if he performed properly, would receive a salary of $100,000 00 per month [11]

Although Brown had always entrusted much of his business to Cannon and Dallas, in his last years he became increasingly dependent on the two[12]

On June 23, 2006, signing as an "Authorized Signatory" for James Brown, LLC, Cannon reached a settlement agreement with Universal Records, a Division of UMG Recordings, Inc ("Universal") to receive a $900,000 00 Payment from Universal from an audit of Brown's pre-2004 royalties

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[11] For example the James Brown monthly statement for January 2006 purports to be $100 000 for Dec $20 000 taxes and $106,885 23 personal charges It concluded with a balance due 7th Decade of $26,285 23 (Changed by hand to $26,885 23)

[12] In addition to being Brown s lawyer and accountant respectively Dallas and Cannon served as Trustees attorneys in fact for Brown and as officers and/or directors of various Brown Entities

On July 14, Cannon received the $900,000 00 Universal check It was payable to the James Brown, LLC Collection Account, c/o James Brown, LLC MFG 1 M & T Plaza, Buffalo, New York 14203-2399[13]

Cannon misappropriated the $900,000 00 check in early August, placing it in an account of the 2000 Trust Cannon paid one $180,000 00 bill which was correctly chargeable to the fund, but which should have been paid by M&T after receipt of the check Over the next 6 months, Cannon misappropriated the remaining $720,000 The last withdrawal from the account, $350,000 00, was on December 28, 3 days after Brown's death [14] As a result of the Cannon misappropriations, the TIAA debt has been increased by $720,000 plus interest at the 7 98% interest rate on the TIAA note for 2 years

On October 12, 2006, Phil Farr, CPA finalized Brown's 2005 individual income tax return Farr has testified that he received all of his information for the Brown and JBE, Inc tax returns from Cannon, not from Brown Farr reported that Brown's gross income for 2005 as $110,000 00

On October 18, 2006 GT sent a letter to Mr James Brown c/o David G Cannon, DGC Associates in which Greenberg Traurig ("GT") attorney Joel Katz asked that Mr Brown review

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[13] The check went from GT attorney Sidman to Brown s NY attorney Leon Friedman, with the following direction Please disburse the funds in accordance with the applicable agreements in connection therewith, as it is my understanding from Frank [Copsidas] that there are multiple third party obligations involved "

[14] The $900 000 00 taking was discovered by Buchanan and Pope on July 17, 2007

Cannon asserts Dallas and Bradley learned of the $900,000 00 in early 2007, after Brown s death Dallas and Bradley assert they did not know of the taking until it was discovered by Buchanan and Pope on July 17 The joint attempt by Cannon Dallas Bradley and the Trust/Estate's then- law firm Powell Goldstein (PG) to move the situs of the Trust from S C to Georgia on July 10 suggests that all 3 knew the $900,000 taking was about to be discovered Under Court order from Judge Early SA Pope went to Cannon's office on June 25 With all 3 PR/Trustees present, and in violation of a June 22 Court order Cannon Dallas and Bradley denied Pope access to the Trust s books and records Later the same day they advised her to return in July After several attempts to reschedule the examination, Buchanan and Pope were allowed by the Cannon Group to view the records in accordance with the June 22 Order They discovered the $900 000 taking on July 17

and sign "as a supplement to your February 2, 2006 engagement letter agreement with this firm" what has become know as the "October 18 Letter" The letter asserted that [Mr Brown] had " authorized GT and Intrigue to assist you in exploring possible buyer for or lender in "writer's share" of revenue (the "New Transaction") and that the New Transaction called for payments to GT and other third parties which would have exceeded 30%

The letter confirmed that "[t]hese fees are not set by law but rather are an understanding reached between us and formalized by this agreement, you have the right to independent counsel (including without limitation Mr Dallas) "

The GT October 18 Letter was signed by Charles Bobbit on November 14, Dallas on November 16, and by Cannon for himself and his wholly-owned DGC Associates on November 21 After everyone else had agreed to the large payments to themselves, Brown's purported signature was placed on the document on November 22 Brown's purported signature was notarized by Cannon's assistant Debra Black [15]

The October 18 letter, to which Cannon, Dallas and Bradley still cling, would give them $16 5 Million of a $100 Million sale of the Brown assets It would give their advisors GT, Copsidas and others another $17+ Million [16]

Having recently advised his family of his intent to leave them what they needed, and not what they wanted, Brown died on Christmas Day of 2006 Brown's death certificate, on which

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[15] At the 26 Million price for Mr Browns royalties, which Cannon Dallas and Bradley urged Buchanan and Pope to accept on March 26, 2007 the GT October 18 Letter payments (augmented by Bradley s 5% claim discussed below) would have resulted in a negative amount to the Estate This proposed transaction is the subject of the Estate/Trust's Case No 2008-CP 02 ?? against Cannon, Dallas, Bradley, GT and others See Complaint dtd

[16] It is the position of Buchanan and Bradley that Mr Brown if he actually signed the October 18 Letter was not given independent advice by Dallas and did not understand that the sale would damage him if still alive or irreparably diminish the I Feel Good Trust serving only to enrich Dallas Cannon and their advisors

daughter Yamma was the informant, confirmed that Brown's last wife was Adrienne Rodriguez, who predeceased him

All of Brown's Estate Planning documents contain *In Terrorem* clauses admonishing his "Heirs" and "past and future spouses" not to contest his Will or Trust, or commence other legal proceedings which would be an "affront to [his] wishes"

Within a week of Brown's death, Dallas, consulting with Cannon, secretly created a new Schedule B to the 2000 Trust, listing documents purportedly transferred to the Trust during Brown's lifetime ("Dallas Schedule B") Read with Article I of the Trust, Dallas Schedule B asserted that Brown had transferred the following assets to the 2000 Trust

> All copyrights and all rights to income from any copyright or publishing rights to musical compositions of James Brown the entertainer, artist, composer and creator of musical works and video graphic and sound images including the likeness, image and persona of James Brown a/k/a The Godfather of Soul and any other stage or performance work now in existence or hereafter created by James Brown, the rights to any book, movie, narrative or illustration of the life and the works of James Brown in any form, including, but not limited to the attached more definitive list of intellectual work product of James Brown, which is ever continuing and which work product may or may not be registered with the Library of Congress, ASCAP or BMI[17]

For almost a year Dallas and Cannon presented the fabricated Schedule B to the Court, the SAs, the Family and others as part of the 2000 Trust ~ In January 2008, more than a month after the fabrication of Schedule B by Dallas had come to light, Forlando Brown attached the Dallas Schedule B to his Verified Complaint in this action, asserting it was part of the 2000 Trust [18]

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[17] The irony of the Dallas Schedule B was that if accepted as presented it might have severely impaired the Estate/Trust s royalty interests and allowed Brown s ' Heirs after 2011 to begin to bump the 2000 Trust as the owner of certain royalties

[18] The fabricated Dallas Schedule B was removed from Forlando Brown s Amended Complaint after ethical issues were raised in the State Court case related to Bell s presenting the document to the Federal Court as part of the 2000 Trust and not correcting it when he knew of its creation by Dallas

According to Plaintiff Forlando Brown's deposition testimony, in the first three months of 2007 the Brown family was occupied with plans to take over Mr Brown's Estate and the 2000 Trust, doing so with full knowledge that this was not what Mr Brown intended They waged a media war with Hynie, and fought with her over the resting place for James Brown

Bradley, who had been a Trustee for more than 6 years, testified he read the 2000 Trust for the first time when it was delivered to him by Cannon and Dallas in early January, 2007 The Trust copy Cannon and Dallas gave Bradley contained the Dallas-created Schedule B

On January 18 Brown's 2000 Will was informally admitted to probate Dallas, Bradley and Cannon were appointed as PRs

On January 24 Forlando Brown, along with his father Terry and Brown's 5 other acknowledged children, filed an "Emergency" Petition to restrain and remove the Cannon Group as PR/Trustees Like virtually every pleading filed by the Brown children or Hynie, it was procedurally deficient,[19] failing to comply with even basic SCRCP requirements such as the designation of Plaintiffs and Defendants in the caption

After a hearing on February 9, Judge Early issued an Order dated February 19, 2007 indicating he would appoint a Special Administrator The Court established a nominating

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[19] The sloppy draftsmanship of the pleadings and other documents filed by the Brown children and Hynie included failure to designate Plaintiffs (Petitioners) and Defendants (Respondents) as required by SCRCP 10(a) failure to obtain separate case numbers for separate cases and repeated incorrect designation of various children and grandchildren as the lawful heirs , which was not correct In addition Circuit Court Judge Early to whom the cases were assigned when removed from Probate Court tried to control the media frenzy surrounding the Brown cases at these hearings by beginning each hearing on time but with the consent of all parties and counsel recessing for a status conference with counsel (and later the SAs, who did not have attorneys) to try to resolve matters without taking testimony He also informally consolidated all Brown cases at these hearing Forlando, Dallas, Cannon and Bradley fully participated and acquiesced in the way the hearings were conducted seeking and receiving Court relief in this manner In late 2007 Dallas and Bradley then Forlando Brown, then Cannon who had acquiesced in this cordial informal matter accused Judge Early of impropriety and attempted to bootstrap their own sloppy pleadings and waivers of procedural formalities into the assertion that they were not parties to the various cases, that Judge Early was partial and that the more than 15 Orders he issued between February 2007 and April 2008 were invalid Those assertions are pending in the both the Cannon and Dallas/Bradley appeals now in the South Carolina Court of Appeals

process, but reserved the right to select the SA After an interview process, Buchanan and Pope were appointed (Pope had been nominated by counsel for Hynie and the Levenson group)

The SA appointment Order, dated March 7, limited the SAs duties to oversight of the Cannon Group According to Forlando the family cheered when Pope selection was announced According to him, they described her as a "bulldog" who would help get rid of the Cannon Group and then bow to their wishes

On March 5, 2007 the Cannon Group met in Atlanta with GT attorneys They decided that the Trustees would provide "all schedules B" to GT attorney Steve Sidman Sidman, working with Hammond and Powell Goldstein attorney Bill Shearer, could determine the "next steps" [See Affid of Buchanan, dtd 2/18/08, Exhibit B] The Cannon Group also secretly decided that the 2000 Trust would be controlled by a majority of GT attorney Joel Katz, Frank Copsidas, Cannon, Dallas and Bradley

By March 24, before Buchanan and Pope had even met the Cannon Group, Forlando asserts that he had determined that Levenson was dishonest and therefore terminated the services of Levenson and cast his lot with the Cannon Group, whom he described as "my Trustees' Buchanan and Pope had their first meeting with the Cannon Group and four of their lawyers on March 26 The PR/Trustees asked the SAs to approve a sale of Mr Brown's royalties for $26 Million, but refused to allow Buchanan and Pope access to records to conduct any due diligence They proposed to distribute the sale proceeds in accordance with the October 18 GT Letter

On April 24 GT wrote the Cannon group asserting " [GT has brought] to the table offers in the range of $18 to $30 Million [for the royalties]"

On April 25, 2007 the Levenson Group clients began a new action for the removal and accounting of Cannon, Dallas and Bradley as PR/Trustees It became part of Case 122

By May, an e-mail attributed to Forlando Brown indicated he was drinking heavily, considering suicide and disillusioned with everyone involved in the James Brown controversy Not satisfied with the pace at which matters were moving, on May 7 he issued an ultimatum threatening to expose Levenson, Dallas, and family member with "real James Brown stories" if things did not move quickly Forlando Brown has now denied that he authored the e-mail, attributing it to a deceased uncle The reaction to it, however, is more important than its authorship

Cannon reacted immediately to set up a series of meetings By June, now using the name of William," Forlando was part of Dr Cox's team, the Graham Windsor Group (GWG), seeking investors for a $100 Million purchase of the Brown assets [20] The plan included converting Brown's images, royalties, persona, etc into an IPO with a projected income of $50 Million per year Cox's June projections included a share of the IPO or a "kickback" for member of the Cannon Group [21]

Following entry of an Order compelling production of records by Cannon, Dallas and Bradley to Pope and Buchanan, Pope traveled to Barnwell, South Carolina to Cannon's office on June 26 All PR/Trustees were present with counsel, but denied her access to the documents Cannon told Pope that he didn't care what the Order said, he wasn't showing her anything until Hammond told him to do so Later that day, they invited Pope to return in July Buchanan and Pope made several efforts to return as early in July as possible, but were advised that scheduling problems prevented their return before July 17

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[0]Terry Brown also associated with GWG on the Brown project which was called ' The James Brown Legacy until Buchanan and Pope advised them to cease and desist from unauthorized use of Mr Brown s name They then referred to themselves as "TJBL"

[21] On November Cox told the Court that his lawyer would not have let him give a kickback

Presumably knowing the SAs would see the Trust's checkbook and discover the misappropriated $900,000 check, Cannon and Dallas conferred with counsel at Powell Goldstein On July 10, a Powell Goldstein attorney sent Cannon and Dallas documents to effect their secret plans to move the situs of the 2000 Trust to Georgia, away from the oversight of the South Carolina courts[22]

On July 17, Buchanan and Pope discovered the $900,000 00 taking After the Cannon Group failed to propose a method for presenting the $900,000 00 taking issue to the Court at the already-scheduled August 10 hearing, on July 27, Buchanan and Pope filed a motion for removal of "one or more" PR/Trustees based on the $900,000 00 taking, which they considered a "serious breach of fiduciary duty "

The secret actions of Cannon, Dallas, Bradley, PG, Hammond and Farr accelerated with the SAs July 27 removal motion Details of the secret plans were slowly revealed over the following 18 months, and all details are still not known The Cannon's group plan was

a Thwart the Estate/Trust's effort to recover the $12+ Million they had siphoned off since 1999 and, in addition collect $16 5 Million from a sale of the Brown assets

b Dallas and Bradley to pretend to distance themselves from Cannon, appearing shocked, disturbed and indignant about the $900,000 00 taking,

c Dallas and Bradley would pretend to be seek recovery of funds "Cannon" had taken, even having pictures of themselves taken while "investigating" his wrongdoing

d Cannon and Dallas would engage the help of the AGs of those states to catch Buchanan and Pope in some "wrongdoing" they would set up [23]

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[22] The documents were secretly signed on July 30 but were defective

[23] Dallas and Bradley decided to 'trap' the SA s by filing a Motion to declare JBE Inc to be an asset of the Estate knowingly filing a false stipulation that JBE Inc was never transferred to the 2000 Trust or received by the Trustees and then having the AGs catch the SA s in the error of agreeing with them Of the attorneys for the

e The AGs would be told that Buchanan and Pope were pawns of Hynie and the "Family", and that the proposed fire sale of the Brown assets, intended to enrich Forlando, the Cannon Group, GT, and Copsidas, and to leave the estate nearly bankrupt was in the best interest of the Estate Plan of James Brown

On July 30, Cannon secretly resigned and Hammond was secretly appointed Trustee[24]

On August 2, Hammond wrote M & T Bank, asserting that Cannon's misappropriation of the $900,000 00 was accidental [Affid A Pope, 2/18/08]

By August 9, 2007, Cannon, Dallas and Bradley had filed with the Court affidavits related to the $900,000 00 transaction in the 2000 Trust's account Each said Dallas and Bradley did not know of the misappropriated $900,000 00 check Neither Affidavit mentioned the Trust's events of July 30

On August 10, 2007, David Cannon resigned as PR/Trustee and as an officer and/or director of all Brown Entities except 7th Decade He returned $350,000 00 of the money he took Cannon later asserted that his resignation was ineffective, that Judge Early was biased, and the he was not a party All parties in Case 122 consented to the Cannon resignation

The August 10 Order terminated Hammond, Farr, GT and other attorneys and accountants who had walked closely with Cannon, with certain exceptions

By August 16, Cannon had wired $866,000 to Honduras

Cannon Group Hammond was an active participant in the Plan to discredit Buchanan and Pope The participation of Stan Jackson has not yet been fully explored Lewis and Babcock did not know of the Plan The participation of PG has not been explored because PG has refused to deliver its file In violation of the August 10, 2007 Order, Cannon, Dallas and Bradley have refused to direct PG to deliver the file

[4] His firm would not allow him to serve

That same day, Dallas and Bradley, as Remaining PR/Trustees, filed a Motion asking the Court to declare that JBE, Inc was an asset of the Estate – not of the 2000 Trust Buchanan and Pope did not join in the motion or make any similar motion

In September, 2007, Cannon, Dallas and Bradley filed a claim against the Estate for Compensation as PR of the Estate and Trustee of the 2000 Trust seeking more than $16 5 Million

In September and October terminated accountant Phil Farr, in communication with terminated attorney Hammond and Cannon, prepared, signed and filed amended Income Tax Returns for JBE, Inc for the years 2003 and 2006, purporting to change ownership of JBE, Inc from Mr Brown to the 2000 Trust

In September, the AGs of South Carolina and Georgia moved to intervene in Case 122, and were allowed to do so, with the Georgia AG admitted pro hac vice under the supervision of the S C AG

On September 23, Powell Goldstein billed the Brown Estate some $48,000

On October 16, Farr signed and filed amended tax returns he prepared for three years for JBE, Inc The amended tax returns again claimed the 2000 Trust – not Mr Brown – was the owner of JBE, Inc

On November 2, because Dallas and Bradley had a conflict and could not do so, Pope and Buchanan asked Court approval for the Estate/Trust to hire attorneys Few and Gilreath to represent the Estate and/or the 2000 Trust in connection with losses by Cannon and others from 1999 to 2007 An assistant AG who had developed a relationship with Cannon, Hammond, and

Dallas opposed the SAs motion to engage counsel, seeking the appointment of counsel he selected [25]

On November 15, a hearing was held in Bamberg, S C Cannon refused to repay the remainder of the wrongfully misappropriated funds He repeatedly asserted his Fifth Amendment rights He was ordered to produce a financial statement within 10 days

At the continued hearing on November 20, when Dallas and Bradley resigned as PR/Trustees and the Court appointed Buchanan and Pope as PR/Trustees [26]

On Novembei 27, Cannon filed a sealed the financial statement of Cannon The statement, among other omissions, did not report Cannon's Geronimo interest

On November 27 Buchanan and Pope filed suit (the "Declaratory Judgment") seeking guidance for the emergency situation in which they found the Estate/Trust Among other things, they sought approval of an auction or other sale of the Tangible Personal Porperty ("TPP")

On November 27, Terry Cox, of TJBL notified his investors that he had been assured by a Sr Assistant AG that the PR/Trustees would be removed and he [the AG] appoint a new Trustee to work with the [Cannon, Dallas, Forlando, Terry Brown, Cox] group

On November 29, the Georgia AG filed a motion to set aside the November 20, 2007 Order on various jurisdictional and constitutional grounds[27]

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[25] On November 13 Hammond wrote the SC and GA AGs re looking for document appointing me as Trustee This appointment was concealed from the Court and parties until March 7, 2008

[26] That same day the Court issued an Order, which has not been appealed of the Estate and Trust, with records maintained Allowing Combining of Funds At first the AGs opposed the Order but realized the Estate was advancing fund to the 2000 Trust rather than the other way

[27] The motion violated the pro hac vice rules The Georgia AG was later dismissed from the action

On November 30, Dallas and Bradley sought reconsideration of the November 20 Order, accusing Judge Early of wrongdoing They attached a purported copy of the Will and Trust, with the fabricated Dallas Schedule B

On December 14, the S C AG vigorously objected to the appointment of Buchanan and Pope because of an "inherent conflict of interest" The AG did not object to Buchanan and Pope as "Special Administrator/Special Fiduciary," but rather was concerned that the permanent fiduciary had not been appointed in accordance with proper procedures

On December 14, Buchanan and Pope served affidavits outlining the reasons for their belief that Bradley and Dallas should not return to any fiduciary capacity, and why the same person(s) needed to serve as both PR and Trustee to protect and defend Mr Brown's Estate Plan On December 18, Buchanan and Pope withdrew the former PR/Trustees' Motion to Declare JBE, Inc an asset of the Estate

Between December 20 and 26, Hynie and 5 of the 6 acknowledged children filed multiple lawsuits to contest the validity of both the 2000 Will and the 2000 Trust

On December 28, Levenson served a Return in Case 122, asserting that Buchanan and Pope's appointment should be confirmed and Dallas and Bradley not allowed to return

On December 31, less than forty-five days after the appointment of Buchanan and Pope, Plaintiff Forlando Brown verified the Complaint in this action alleging Judge Early's acts were improper, seeking to enjoin Buchanan and Pope from taking any action as Trustees and returning the Cannon Group as Trustees of the 2000 Trust It was filed on January 2, 2009

On January 6, 2008 Buchanan and Pope served a response in State Court to all motions opposing the November 20 Order appointing them They requested that the Court conduct a full hearing on the propriety of their appointment and make the following findings

1 It was proper to have PRs and Trustees serving in both capacities

2 They had ethically and properly performed their service as SAs and their claim for past services was properly ordered by the Court

3 They could ethically serve simultaneously as PRs and Trustees under Mr Brown's Will and the 2000 Trust, and had properly done so since November 20, 2007

On February 20 Cannon was ordered to surrender his passport That day Judge Early also issued an Order in the Declaratory Judgment Case [28]approving the sale of Brown's TPP through Christie's, with the PR/Trustees given authority over an alternate disposition for the TPP and instructions to find a museum purchaser for the house

On February 26 Forlando filed a motion to disqualify Louis Levenson in Case 122

On March 5 Bradley and Dallas filed suit[29] on their claims of approximately $10 Million against the Estate

On March 7 Judge Early denied reconsideration of the Order accepting Dallas and Bradley's November 20 resignation He then conducted a hearing on whether he should reconsider the appointment of Buchanan and Pope as PR/Trustees It was at this hearing that Dallas revealed the secret appointment of Bill Hammond as Trustee

On March 27, Terry Brown, working with the Forlando/Cannon/Dallas Bradley/Cox group (TJBL), presented a "letter of intent" to buy the items of TPP listed on the Estate Tax Return The offer was for $2 Million On the same day TJBL issued a "letter of intent" as to the

[28] In the Declaratory Judgment Case which also bears the Case 122 number Forlando Brown is a Defendant

[29] Prior to March 7 2008 several persons at the AG s office were aware of Hammond s secret appointment ' as PR/Trustee in late 2007 Nevertheless, S Jones assistant AG advise the Court he had just learned of the Hammond appointment the night before

"assets of the Trust" Both documents gave the PR/Trustees only until April 1 to respond and required that the PR/Trustees be able to certify good title [30]

Beginning shortly thereafter, Forlando Brown, through Powell Goldstein, as well as Dallas, Bradley and Hammond began to interfere with the Christie's sale in various ways On July 17, the actual sale day, they were joined by Deanna Thomas who conducted a press conference to protest the sale Between April and July 17, Hammond, Forlando Brown, Dallas, Bradley and others made numerous attempts to stop the Christie's sale, which the Court had found in two unappealed Orders was critical to the very survival of the Estate/Trust These attempts in both the South Carolina Court of Appeals and the Circuit Court were supported by Forlando and Terry Brown, who repeatedly asserted that the Circuit Court had not authority to act

On August 12, without consultation or consent of the PR/Trustees, Hynie Brown, the "Levenson Clients" and the AG announced to Judge Early that they had "settled" the disputes over the division of the assets of the Estate/Trust

The PR/Trustees, in anticipation of receipt of the Christie's sale proceeds, had asked that the Court approve tuition payments for Forlando Brown and other grandchildren over 21 The Court initially did so by written Order At the hearing on August 19, responding to a Rule 59(e) motion filed by certain parties, the Court advised Plaintiff Forlando Brown that if he needed funds for education he should petition the Court He has never done so and testified in his deposition that he does not intend to do so

By January 30, 2009 Forlando and Terry Brown had joined forces with Hynie Brown and the Levenson Group in an attempt to fully destroy the Estate Plan of James Brown They are now asking the Court to approve a "settlement" which will take more than $50 Million from

[30] The offer misappropriated Mr Brown s name by calling itself the James Brown Legacy Inc

James Brown's intended educational beneficiaries This will give more than 65% of Mr Brown's Estate to those he not only did not want to benefit — but who he affirmatively directed not receive his assets

In two separate valid Estate Plans James Brown directed his PR/Trustees to resist challenges to his Estate Plan and to enforce his *In Terrorem* Clauses They intend to do so unless a reasonable settlement can be reached which respects his Estate Plan, comports with Due Process, reaches a reasonable result under State law, properly applied, and will not cause the Estate/Trust to incur millions of dollars of unnecessary taxes

LEGAL DISCUSSION

I Plaintiff cannot meet the requirements necessary to obtain a preliminary or permanent injunction

Plaintiff cannot establish that he is entitled to an injunction "Preliminary injunctions are extraordinary remedies involving the exercise of very far-reaching power to be granted only sparingly and in limited circumstances' *Direx Israel Ltd v Breakthrough Med Corp*, 952 F 2d 802, 816 (4th Cir 1991) In order to obtain a preliminary injunction a plaintiff must satisfy four factors *Blackwelder Furniture Co v Seilig Mfg Co*, 550 F 2d 189 (4th Cir 1977) A court must consider (1) the likelihood of irreparable harm to the plaintiff if the preliminary injunction is denied, (2) the likelihood of harm to the defendant if the request is granted, (3) the likelihood that the plaintiff will succeed on the merits, and (4) the public interest *Id* at 195-97

In determining the propriety of an injunction, the Court s first step is to balance the "likelihood" of irreparable harm to the plaintiff against the "likelihood"' of harm to the defendant "[I]f a decided imbalance of hardship should appear in plaintiff's favor, then [i]t will ordinarily be enough that the plaintiff has raised questions going to the merits so serious, substantial, difficult, and doubtful, *as to make them fair ground for litigation*" *Blackwelder*, 550 F 2d at 195 (emphasis added) However, if

the harm faced by the defendant is not substantially different from that of the plaintiffs, and there is no imbalance of hardship in favor of the plaintiff, then "the probability of success begins to assume real significance," and injunctive relief will require a clear showing of a likelihood of success on the merits " *Direx*, 952 F 2d at 808 (quoting *Blackwelder*, 550 F 2d at 195, n 3)

Moreover, the harm that Plaintiff alleges must be present and immediate *Direx*, 952 F 2d at 816 It is insufficient to merely allege that Plaintiff will suffer some harm in the future *Id* ("By the district court's own finding, any harm to Direx in this case is at this time problematical and uncertain Remembering that preliminary injunctions are 'extraordinary remedies' involving the exercise of 'very far-reaching power' to be granted only 'sparingly' and 'in limited circumstances,' the grant of such relief in this case, where the harm is admittedly not present or immediate but merely problematic, conditioned on possible future events, would seem contrary to our stated rule A plaintiff, seeking preliminary relief, must show the present threat of irreparable harm ") It is the Plaintiff's burden of proof to establish each and every element before he is entitled to an Injunction *Id* at 812 (internal quotation marks omitted)

A **The balance of harms weighs in favor of the Defendants rather than the Plaintiff**

In attempting to establish irreparable harm, Plaintiff asserts that the loss of trust funds, the misappropriation of trust assets, and the loss of unique property, such as real property or intellectual property constitutes irreparable injury Based upon the litigation surrounding the Trust, the Trust assets, and the actions taken to date, Plaintiff's position is simply not tenable And, despite Plaintiff's statements otherwise, Plaintiff cannot point to one instance of an actual misappropriation of any assets or Trust money

There has never been an allegation that either Defendant stole money, diverted money, or inappropriately directed money to an improper source Instead, Plaintiff's entire irreparable harm argument is based on speculation of what might happen at some point in the future, it is

simply based on Plaintiff's disagreement with his perception of Defendants' handling of JBE, albeit supervised by State Court, because, it is alleged, Defendants' handling of it may subject the Brown assets to claims of creditors, claims of pretermitted children, claims by Tommie Rae Hynie, and administrative costs [31] Unless this asset is moved swiftly into the Trust, so Plaintiff's argument goes, the assets will be subject to the various claims and less money will be available to the Trust This is the phenomenon that Plaintiff claims constitutes irreparable harm

Plaintiff's argument was never convincing once the surface of it was scratched, and now the Plaintiff has joined forces with those seeking to do exactly what he formerly said he feared, while Defendants continue to defend the Estate Plan as written Plaintiff's open change of position, so clearly motivated by the chance of personal gain, puts him squarely at odds with the enforcement of his grandfather's Estate Plan which seeks to enhance educational opportunities for children needing "a hand up, not a handout" Now, Plaintiff is working to allow the purported surviving spouse, whose status he denied before, her son, whose parentage he also denied before, and aunts and uncles to raid the Trust for their own benefit and, more to the point, his benefit through his father Terry Brown's unique right of first refusal to acquire the assets which make up the legacy of James Brown

Additionally, Plaintiff presents as irreparable harm the "millions of dollars" that he will lose in the event the Defendants are not enjoined Generally, however, mere economic injury alone is insufficient to show an irreparable harm *See Sampson v Murray*, 415 U S 61 (1974), *Hughes Network Sys Inc v InterDigital Commc'ns Corp* , 17 F 3d 691, 694 (4th Cir 1994) To support his allegation that the monetary damages constitutes irreparable harm, Plaintiff alleges that Defendants will be unable to repay the "tens of millions" of dollars Plaintiff claims the Trust is suffering

[31] *See* Brief in Support of Motion for Preliminary and Permanent Injunction, p 21

Plaintiff has failed to show he is entitled to such a sum under the Trust in any event He has not put forth any evidence to demonstrate that his college education – including the possibility of attending law school – is going to result in millions of dollars of damage to him At most, the alleged harm Plaintiff may one day suffer in the future would be the expenses of his education Accordingly, there is no merit to Plaintiff's argument that Defendants' inability to respond to a multi-million dollar verdict constitutes irreparable harm And as discussed below, he simply lacks standing to speak for the charitable Trust

Finally, Plaintiff makes the broad assertion that the loss of property in and of itself constitutes irreparable harm which warrants a preliminary injunction in this case This position is untenable, given that the Christie's auction was directed by the State Court by Orders dated February 20, 2008, and April 1, 2008, and upheld by the South Carolina Court of Appeals in its July 14 Order As such, Defendants' acts have all been expressly ordered by the State Court and the Court of Appeals and Defendants carried out those orders as directed Given this, Plaintiff simply does not suffer irreparable harm through the Defendants' execution of a court Order If Plaintiff believed that to be true, his remedy was to seek relief in the State Court, not this Court

In stark contrast is the real and immediate harm that would be suffered by the Defendants if enjoined Defendants are involved in the overwhelming task of attempting to probate the Estate of James Brown and defend $35,000,000 in claims against the Estate and Trust Defendants are in the process of attempting to recover Trust assets that have been misappropriated while the Trust was under the management of prior Trustees Defendants are attempting to preserve the charitable status of the Trust through filing the appropriate tax documents, as well as pay all income and estate taxes that are due Additionally, Defendants are

attempting to pay debts associated with the Estate/Trust, as well as protect the intellectual property rights of James Brown

As noted by the Court, these are "critical times" for the Estate/Trust Enjoining the Trustees from going forward would bring the probate of the Estate and litigation involving the Trust to a grinding, screeching halt, delaying or preventing the recovery of assets rightfully belonging to the Estate/Trust, the administration of the Estate, and the resolution of the countless number of lawsuits filed on behalf of and against the Estate/Trust

The recently filed *Amended Petition for Removal and Restraint of Trustees Albert H Dallas Alfred A Bradley and David G Cannon and Personal Representatives and Trustees Adele J Pope and Robert L Buchanan, Jr* (which incidentally seeks the very same relief in State Court that Plaintiff requests here) puts it best

> If Dallas and Bradley are successful in their Court of Appeals action, and/or if Forlando is successful at the November 18, 2008, hearing in federal litigation, *confusion and chaos could result as to who are the proper fiduciaries to conduct the business of the Trust* It is possible that any and all actions taken on behalf of the Trust by Pope and Buchanan since November 21, 2007 *may be determined to be invalid* even if Forlando is not successful at the November 18, 2008, hearing in the federal litigation, the continued involvement of Pope and Buchanan in the federal litigation *negatively impacts their ability to efficiently administer the Estate and Trust* and *stymies the ability of the beneficiaries thereof to obtain essential information* about the Estate and Trust " (Emphasis added)

Accordingly, the balance of the equities weighs heavily in favor of the Defendants

B **<u>Plaintiff has no likelihood of success on the merits, as Plaintiff has failed to present even a "fair ground" for litigation</u>**

As noted above, Plaintiff, at a minimum, must have an issue that raises a fair ground for litigation, while at the most, Plaintiff must have a clear showing of likely success on the merits

Even if this Court were to assume that the balance of hardship tipped towards Plaintiff, Plaintiff has no likelihood of success on his claims and, therefore, meet either burden in this case Accordingly, the extraordinary remedy of an injunction is not appropriate

Before a party may pursue a claim in federal court, she must have standing The standing doctrine derives from the constitutional principle of separation of powers, see Lujan v Defenders of Wildlife, 504 U S 555, 559-60, 112 S Ct 2130, 2135-36, 119 L Ed 2d 351 (1992), and is directed at the question "whether the litigant is entitled to have the court decide the merits of the dispute or of particular issues " Warth v Seldin, 422 U S 490, 498, 95 S Ct 2197, 2205, 45 L Ed 2d 343 (1975) In order to have standing, a plaintiff must meet three criteria

First, the plaintiff must have suffered an injury in fact-an invasion of a legally protected interest which is (a) concrete and particularized and (b) actual or imminent, not conjectural or hypothetical Second, there must be a causal connection between the injury and the conduct complained of-the injury has to be fairly trace[able] to the challenged action of the defendant, and not th[e] result [of] the independent action of some third party not before the court Third, it must be likely, as opposed to merely speculative, that the injury will be redressed by a favorable decision Lujan, 504 U S at 559-61, 112 S Ct at 2136 (alteration in original) (citations, internal quotation marks, and footnote omitted) The party seeking to establish standing carries the burden of demonstrating each of these three elements Id at 561, 112 S Ct at 2136-37

Though there is no South Carolina law on point, the general rule is that private parties generally lack standing to enforce charitable trusts Restatement (Second) of Trusts § 391, In re Pruner's Estate, 390 Pa 529, 136 A 2d 107, 109 (1957) Those who may bring an action for the enforcement of a charitable trust include the Attorney General, a member of the charitable

organization, or someone having a special interest in the trust Wiegand v Barnes Foundation, 374 Pa 149, 97 A 2d 81, 82 (1953), Restatement (Second) of Trusts § 391

A person who has a "special interest" in the performance of a charitable trust can maintain an action for its enforcement The test to determine whether such an interest is special enough to confer standing is whether the person "is entitled to receive a benefit under the trust that is not merely the benefit to which members of the public in general are entitled " Scott & Fratcher on Trusts, § 391, p 366 A person also may have standing if he or she is entitled to a preference under the terms of the trust or if the person is a member of a small class of identifiable beneficiaries, Scott & Fratcher, § 391, pp 366-368, or if he or she is "certain to receive trust benefits", Bogert & Bogert, § 414, p 43 A suit for the enforcement of a charitable trust cannot be maintained by persons who have no special interest in the enforcement of the trust Restatement (Second) of Trusts § 391 The mere fact that as members of the public they benefit from the enforcement of the trust is not a sufficient ground to entitle them to sue, since a suit on their behalf can be maintained by the Attorney General Id

In the present case, Plaintiff lacks standing to bring the lawsuit on behalf of the James Brown "I Feel Good" charitable subtrust because he is not entitled to receive any benefit under that subtrust, as he is, if anything, a beneficiary under the noncharitable family education subtrust as a purported grandchild of James Brown Due to his status as a potential beneficiary as a grandchild, he does not qualify as one who has a "special interest" in the charitable subtrust, and therefore lacks standing to represent the subtrust in this litigation

What has become abundantly clear in recent weeks is that the Plaintiff's motives in this action, where he has been seeking a collateral advantage in his once secret, now open business

plan to work with outside interests to acquire the intellectual property, persona and other assets left to charity by his grandfather leaves him with unclean hands

The unclean hands doctrine recognizes the principle that one who seeks redress in a court of equity must himself not be guilty of some wrongdoing Arnold v City of Spartanburg, 201 S C 523, 23 S E 2d 735 (1943) A defendant raising the defense of unclean hands must show that he has been prejudiced by the plaintiff's conduct Wilson v Landstrom, 281 S C 260, 315 S E 2d 130 (Ct App 1984) That does not mean that the plaintiff had to lead a perfect life but, rather, that the plaintiff must have acted equitably with regard to the transaction involved in the litigation Miller v Miller, 225 S C 274, 82 S E 2d 119 (1954) The plaintiff's misconduct will not give rise to the unclean hands defense unless it is related to the transaction or occurrence at issue Arnold, 201 S C at 523, 23 S E 2d at 735 But, the doctrine of "unclean hands" does preclude a plaintiff from recovering in equity if he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant Ingram v Kasey's Associates, 340 S C 98, 531 S E 2d 287 (2000)

Plaintiff Forlando Brown has abused this Court and the State Court (in which he still claims not to be a party to, among other actions, a lawsuit he commenced as a plaintiff) for personal gain His purported honorable intentions have now evaporated with the chance to reach his personal financial goals through the "settlement" His unclean hands bar the relief he seeks

C The public interest weighs in favor of denying Plaintiff's Motion for Preliminary Injunction

The final factor in determining whether a preliminary injunction is appropriate is the public interest The public interest clearly weighs in favor of denying Plaintiff's Motion for Preliminary and Permanent Injunction

First, the public interest is not served by this Court enjoining the State Court, even indirectly by enjoining its appointed PR/Trustees, that is trying to administer the Trust/Estate and countless lawsuits on behalf of and against the Trust/Estate Congress has noted through the passage of the Anti-Injunction Act, that it is only in rare circumstances does the public interest favor the enjoining of state courts *See Oklahoma Packing Co v Oklahoma Gas & Elec Co*, 309 U S 4, 9 (1940) (noting that Anti-Injunction Act is designed "to prevent needless friction between state and federal courts") No exception is present or warranted in this case

Second, the public interest weighs in favor of the federal court refraining from involving itself in the probate and administration of the Trust/Estate The federal courts have stated such a policy by declaring that the federal courts are without subject matter jurisdiction to even hear such matters

Third, the public interest weighs against this Court acting as an appellate court in relation to a state court of any level This public interest is demonstrated by the jurisdiction given to the district court by Congress and interpreted through the Rooker Feldman doctrine, as Plaintiff is asking this Court to overrule or reverse Judge Early's Orders appointing Defendants as trustees, reaffirming their appointment, and allowing the sale of certain personal and real property in order to pay the expenses associated with the Trust/Estate

Fourth, through the various abstention doctrines, it is clear that the federal court system has been cautious to allow duplicitous litigation to progress at both the state and federal court level, out of respect for the state judicial system and out of comity for the parallel judicial systems The effect to allowing an injunction in this matter would be allow Plaintiff to continue to prosecute cases at both the state and federal level

Fifth, the public interest weighs in favor of collateral estoppel As noted above, Plaintiff has litigated and lost the various positions and issues he seeks to convince this Court to adopt The doctrine of collateral estoppel is designed to bring an end to litigation and ensure a defendant is not forced to defend the same action repeatedly *Nelson v QHG of South Carolina, Inc*, 608 S E 2d 855, 859 (S C 2005) Plaintiff's efforts to have this Court rule on subject matter jurisdiction and the appropriateness of the management of the Trust/Estate that is being conducted in State Court, which he has previously lost below, goes against this public interest

Sixth, the public interest is disserved by acts that thwart the ability of the Trust/Estate to pay its taxes, debts, and administrative fees in accordance with current state and federal law Plaintiff's injunction would do just that

Seventh, the public interest is disserved by delaying the administration of the Estate/Trust With the current litigation surrounding the Trust and Estate, it is essential that these matters not be delayed any longer than necessary

Eighth, the public interest would be disserved by preventing the Trustees from complying with Judge Early's Order allowing the sale of particular personal and real property It goes without saying that the public interest weighs in favor of complying with orders of the Court

Finally, any injunction prohibiting the sale of real property goes against the public interest The requested injunction would undermine "an ancient reluctance by the courts to restrain the alienability of real property" *Christopher Phelps & Assocs LLC v Galloway*, 492 F 3d 532, 545 (4th Cir 2007)

For all of these reasons, the public interest would be disserved by the entry of an injunction

CONCLUSION

If this Court – or any Court – enjoins Buchanan and Pope from defending the Estate Plan and the disastrous "settlement" which Forlando Brown, Terry Brown and their once and current allies, Deanna, Yamma, Daryl, Larry, Venisha, Jason Lewis and Romunzo Brown are asking the State Court to approve, more than $50 Million (at least 65% of the net value of the Brown assets) will go to non-devisee unproven "Heirs", their attorneys, and their unnecessary estate taxes See Chart 3 of Exhibit 2 Mr Brown emphatically excluded these contestants from his Estate Plan which had been in place more than 6 years before his death The proposed "settlement" will cause irreparable damage whether assets were in Mr Brown's individual name or already in the 2000 Trust at his death

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